



CITY COUNCIL VOTING MEETING MEETING

VOTING MEETING AGENDA

TUESDAY, MAY 10, 2022, 3:00 PM

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

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem

Brandon Montoya, Councilman

Eric Moore, Councilman

Jessica Hall, Councilwoman

Steve Sischka, 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 - Pastor Scott Savage Prescott Cornerstone Church**
- 4. PLEDGE OF ALLEGIANCE - Councilman Montoya**
- 5. ROLL CALL**
- 6. PROCLAMATIONS**
 - A. National Nurses Week - May 6-May 12**
 - B. Yavapai Humane Society Day - May 14**
 - C. Emergency Medical Services Week - May 15-May 21**
- 7. 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***

8. 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 8.A. through 8.C.

- A. Approval of Minutes from the April 26, 2022 Executive Session, the April 26, 2022 Study Session and the April 26, 2022 Voting Meeting.
- B. Approval of Multiple Contracts Associated with the Purchase of Library Materials as Follows: 1) City Contract No. 2022-201 with Baker & Taylor, Inc. in an Amount not to Exceed \$135,000 Annually; 2) City Contract No. 2022-202 with Brodart Co. in an Amount not to Exceed \$135,000 Annually; 3) City Contract No. 2022-203 with Ingram Library Services in an Amount not to Exceed \$135,000 Annually; 4) City Contract No. 2022-204 with Blackstone Audio in an Amount not to Exceed \$20,000 Annually; 5) City Contract No. 2022-205 with Gale Group Cengage Learning Inc. in an Amount not to Exceed \$20,000 Annually; and 6) City Contract No. 2022-206 with OverDrive, Inc. for Downloadable Audio & Ebooks in an Amount not to Exceed \$80,000 Annually. Funding is Available in the Library Support Services Budget.
- C. Approval of City Contract No. 2022-209 with CentralSquare Technologies in an Amount not to Exceed \$169,779.79 for Community Development Software Support & Maintenance using Yuma County Contract MX-M753N Pricing. Funding is Available in Various Funds.

9. REGULAR AGENDA

- A. Legislative Update.

Recommended Action: This item is for discussion only. No formal action will be taken.

- B. Adoption of Ordinance No. 2022-1795 Authorizing the Sale of Real Property to Founding

Fathers Properties LLC.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SALE OF REAL PROPERTY TO FOUNDING FATHERS PROPERTIES LLC; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID SALE.

Recommended Action: MOVE to adopt Ordinance No. 2022-1795

- C. Approval of City Contract No. 2022-208, an Intergovernmental Agreement Regarding the Purchase of Land on Glassford Hill.

Recommended Action: MOVE to approve City Contract No. 2022-208

- D. Adoption of Resolution No. 2022-1819 Rescinding Resolution No. 2021-1798 and Accepting a Revised Council Policy for Naming of City Facilities.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING A NEW POLICY FOR THE NAMING OF CITY FACILITIES; AND RESCINDING THE FORMER POLICY FOR THE NAMING OF CITY FACILITIES

Recommended Action: MOVE to adopt Resolution No. 2022-1819

- E. Approval of ANX21-004 and REZ21-009, a Request for an Annexation of 6.158 Acres and a Rezoning from SF-35 (Single Family 35) to MF-H (Multifamily High Density) on APN:114-06-104H. Address: 202 N Cactus Drive. Owner: Cactus Ranch Mobile Home Community LLC. Applicant: Murray Sharkey.

Recommended Action: 1.) MOVE to approve ANX21-004; 2) MOVE to establish initial property zoning as single-family 35 (SF-35); and 3) MOVE to approve the rezoning of the annexed property to Multifamily High Density (MF-H) to make the use conforming with the rezoning subject to the site plan

- F. Approval of Water Service Application No. WSA21-024, Submitted by Cactus Mobile Ranch Home Community Association, LLC, Prescott. Location: APN 114-06-104H, Comprising 6.37 Acres, in Township 14 North, Range 02 West, Section 34, SE¼, NE¼, SE¼.

Recommended Action: MOVE to approve or deny WSA21-024

- G. Approval of City Contract No. 2022-207 for the Purchase of One (1) Fire Aerial Platform Ladder Truck from Rosenbauer South Dakota LLC, Using Sourcewell Contract No. 113021-RSB in the Amount of \$1,667,114 with Taxes in the Amount of \$151,707.38 to be Paid Upon Vehicle Registration for a Total Amount of \$1,818,821.37. Funding is Available in the Fire Department Budget.

Recommended Action: MOVE to approve City Contract No. 2022-207

10. 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, City Clerk

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **05-10-22**

DEPARTMENT: **City Clerk**

AGENDA ITEM: Approval of Minutes from the April 26, 2022 Executive Session, the April 26, 2022 Study Session and the April 26, 2022 Voting Meeting.

ITEM SUMMARY

Attached for approval are the City Council minutes for the April 26, 2022 Executive Session, the April 26, 2022 Study Session and the April 26, 2022 Voting Meeting.

BACKGROUND

N/A

FINANCIAL IMPACT

There is no fiscal impact on this item.

Recommended Action:

ATTACHMENTS

1. [April 26, 2022 Executive Session Minutes.docx](#)
2. [April 26, 2022 Study Session Minutes.docx](#)
3. [April 26, 2022 Voting Meeting Minutes.docx](#)



CITY COUNCIL EXECUTIVE SESSION MEETING

EXECUTIVE SESSION MINUTES

TUESDAY, APRIL 26, 2022, 10:00 AM

201 S Cortez Street
Prescott, AZ 86303
City Council Chambers

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem

Brandon Montoya, Councilman

Eric Moore, Councilman

Jessica Hall, Councilwoman

Steve Sischka, Councilman

Clark Tenney, Councilman

MINUTES OF THE EXECUTIVE SESSION OF THE PRESCOTT CITY COUNCIL EXECUTIVE SESSION
HELD ON APRIL 26, 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 10:00 a.m.

2. Roll Call

Phil Goode	Mayor
Cathey Rusing	Mayor Pro Tem
Jessica Hall	Councilwoman
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 [7 – 0].**

4. LEGAL MATTERS

Discussion or consultation for legal advice with the attorney or attorneys of the public body; discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; discussion or consultation with designated representatives regarding negotiations for the purchase, sale or lease of real property. A.R.S. §38-431.03(3), (4) & (7).

A. Airport Impact Zones & Possible Acquisition of Property Near the Airport
B. IGA with Prescott Valley & Yavapai County for Glassford Hill C.
Easement Discussions & AED Development Agreement

5. Adjournment

There being no further business to discuss, Mayor Goode adjourned the meeting at 12:07 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 April 26, 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, APRIL 26, 2022, 1:00 PM

201 S. Cortez Street
Prescott, AZ 86303
Council Chambers

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem

Brandon Montoya, Councilman

Eric Moore, Councilman

Jessica Hall, Councilwoman

Steve Sischka, Councilman

Clark Tenney, Councilman

MINUTES OF THE STUDY SESSION OF THE PRESCOTT CITY COUNCIL STUDY SESSION HELD ON
APRIL 26, 2022, IN THE 201 S. CORTEZ STREET PRESCOTT, AZ 86303 COUNCIL CHAMBERS.

1. CALL TO ORDER

Mayor Goode called the meeting to order at 1:01 p.m.

2. ROLL CALL

Phil Goode	Mayor
Cathey Rusing	Mayor Pro Tem
Jessica Hall	Councilwoman - Excused
Brandon Montoya	Councilman
Eric Moore	Councilman
Steve Sischka	Councilman – Arrived at 1:11 p.m.
Clark Tenney	Councilman

3. DISCUSSION

- A. Presentation from PROTECT, Planning for the Resilience of Our Towns, Environment, Climate and Tourism.

Chair of PROTECT Steering Committee, Patrick Grady, thanked Council for their time and the opportunity to provide a presentation. This organization is non-partisan and grassroots focused on security, political and public support in a Quad Cities Climate Risk Assessment. He hopes that people will find common ground on this issue and recognize the work happening in fire reduction and mitigation. PROTECT is focused on four topics: hotter temperatures, long-term droughts, flooding events and wildfires.

PROTECT Member Kaia Hayes continued the presentation with an overview of the Camp Fire in Paradise, CA and shared a video covering the incident. She wants to inspire everyone to be vigilant and establish partnerships to build a safer future for communities. Benefits for climate planning are that it shows the need for public safety with preparedness and planning, and the need to innovate in

developing policies. They feel that the Quad Cities needs to implement a Climate Risk Assessment for the region.

Mr. Grady continued and addressed Council regarding proposed Risk Assessment and introduced Dr. Alison Meadow with Climate Assessment for the Southwest (CLIMAS) at the University of Arizona who has conducted this study for Sedona and Verde Valley.

Dr. Meadow discussed CLIMAS' mission which is to link the science of climate change and decision making at all levels of government. They work with policy makers at all levels in order to inform decisions to find ways to strengthen community plans. CLIMAS is funded by National Oceanic and Atmospheric Administration (NOAA). Community climate profiles project can help develop long-term planning efforts and have worked with eight communities in New Mexico and Arizona. Plans and strategies need to be driven by the community because they are the ones that live with the outcomes. No cost to the community for the report because it would come from NOAA.

Ms. Hayes continued and stated that they hope this will lay the groundwork for moving forward with the Climate Risk Assessment for the Quad Cities, they strongly encourage Prescott to participate.

Mayor Goode asked what communities in Arizona have gone through this process and what some of the implemented items are as a result of these studies.

Dr. Meadow commented that CLIMAS worked directly with Sedona and Verde Valley here in Arizona.

Mr. Grady said that the implementation of solar, electric vehicles for municipalities, shuttles to trail systems, etc. are some of the things that have been implemented. PROTECT can provide a detailed summary of this information to Council if they would like it.

Councilman Montoya asked if other stakeholders would need to come to the table to participate in this, who would those be. He also asked what else besides the city being a stakeholder is required.

Mr. Grady responded that other local municipalities such as Yavapai County Office of Emergency Management, County Health Departments, and Prescott Area Urban Wildlife Interface Commission (PAUIC), would be good examples.

Dr. Meadow commented that CLIMAS's role is to provide access to information and data to the community, they do not lead a climate process for Prescott; that would be the region's responsibility. They provide help, advice and resources but hand off decision making to the community.

Mayor Pro Tem Rusing commented that this assessment will be an important tool to plan for the future to be prepared for climate change and how to have cost savings involved.

Member of the public Tom Rusing addressed Council as Chairman of Save the Dells who strongly endorses and supports the efforts of the PROTECT Campaign, encourages Prescott and surrounding communities and Yavapai County to take part in this process.

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

B. Presentation and Discussion Regarding Community Risk Reductions & Lessons Learned from the 2002 Indian Fire.

Fire Chief Holger Durre introduced Crooks Fire Incident Commander Rocky Opliger to provide an update on the ongoing incident.

Mr. Opliger provided an update to Council regarding the Crooks Fire incident which began on Monday, April 18. Incident management began quickly which has been beneficial for getting control of the incident. Fire is currently at 6,454 acres and 60% containment; fire remains active today. Issue now seems to be area below Lookout Mountain as it is difficult country to work in at nighttime. Highest priority besides public safety is firefighter safety. Relationships with law enforcement and assisting agencies has been fantastic. Community Meeting on Thursday.

Chief Durre commented that the partnerships and relationships in this community are unique. He introduced audience members with the US Forest Service. Community risk reduction is a key factor of what needs to be done here, pre-incident/incident/post-incident. Prescott is already a leader in pre-incident mitigation already. He continued the presentation with lessons learned from the Indian Fire.

Fire Facts:

- * Started May 15, 2002
- * Most significant wildfire in Prescott for over 100 years
- * Five homes were destroyed along with 1,365 acres of vegetation
- * 1500 people were evacuated and 2,000 homes were directly threatened
- * Fire contained within five days and cost \$3,000,000

Response Lessons Learned:

- * Aggressive fuel reduction
- * Quick initial attack by response partners
- * Interagency coordination with law and emergency management agencies

Lessons Learned Strategies Affirmed:

- * Funding is important for all aspects of wildfire community risk reduction, including reduction/preparedness/response/recovery
- * Interagency cooperation is key
- * The risk posed by wildland fire in the Prescott Basin is high and is likely to be exacerbated by current conditions
- * Short-term, medium-term, and long-term strategies must be implemented and measured for effectiveness to ensure community preparedness

Councilman Montoya asked Chief Durre to discuss the city's lack of ability to staff a Level 3 event and asked for the Chief's thoughts on PROTECT's presentation.

Chief Durre responded that Type 3 is lower than Type 1 but it is critical because it is a necessary building block that is somewhat of a gap for the city at this point. Need people who can direct the tools we have to smoothly transition to a higher incident level team. He believes that the concerns regarding a Community Risk Assessment would be beneficial to Prescott, but various pieces of the community need to come together in order to do that.

Councilman Sischka asked Chief Durre to discuss the communities that burned around Boulder and how fire prepared they were.

Chief Durre discussed the Marshall Fire and the Calwood Fire the issue with these fires is that they burned outside of city limits and in open space areas. Boulder has a wonderful fire readiness plan but it is specific to evacuation and planning within city limits, so the lesson to be applied is regionalization. Partnership for leveraging smart policy and regulation is very important, individual homeowner responsibility is critical. Constant public information efforts are necessary.

Member of the public Michael King addressed Council regarding the history of Prescott related to water and fire issues dating back to the 1890s. Prescott is the only National Forest named after a place and not a person. We were prepared for the Indian Fire, partnerships here are extraordinary and that must continue. Always about "us".

Member of the public Dr. William Collison addressed Council regarding personal responsibility and homeowner responsibility and access to information. He encourages Council help individual citizens to be informed.

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

- C. Presentation from Yavapai County Public Works Regarding a Proposed Roundabout at Commerce & Pioneer Parkway.

Yavapai County Public Works Director Dan Cherry provided a presentation to Council regarding proposed roundabout at Pioneer Parkway and Commerce Drive and a regional partnership for this project. Regional Roads Program was established in 1996 to create a funding source for the construction of new regionally important transportation alignments/improvements/partnering with other jurisdictions on regionally significant projects.

Examples:

- * Willow Creek Road Realignment 2013 - City of Prescott, CYMPO and ADOT
- * SR89 Pavement Rehabilitation Phippen to Willow Lake Road 2019 - City of Prescott and ADOT
- * Sunset Lane Reconstruction and Safety Improvements 2016 - Town of Prescott Valley
- * Original Construction of Pioneer Parkway 1997 - City of Prescott

Issues at Pioneer Parkway & Commerce Drive:

- * High Speeds – four lane road with steep grades entering the intersection from the east and west
- * Accident History – no recorded fatalities yet but severe “T-bone” accidents have taken place
- * Safety Improvements – traffic signal not ideal for pedestrian or vehicular traffic, intersection already gets heavy use and is a primary access point for Pioneer Park and other public facilities
- * Commerce Drive North is a Future City of Prescott Arterial Roadway – Hidden Hills and Deep Well Ranch

Why a Roundabout:

- * Much safer intersection configuration: low speeds and far less likely to have severe accidents
- * Steeper grades lead to a natural tendency to for the public to drive faster on approach
- * Desire to construct the ultimate improvements once and not piecemeal temporary improvements
- * Opportunity to get subdivision developments to assist with cost
- * Width of intersection would mean a very long wait for pedestrians and vehicles per cycle with a light
- * With signal intersection one leg still operates at LOS D from traffic related to Phase 2 extension of Commerce Drive to vacant land and Deep Well Connection, roundabout would be a LOS A

Have reviewed the Hidden Hills Traffic Impact Analysis, as future development happens in this area a signal at this intersection would continue to cause breakdown not just for vehicle traffic but also pedestrian.

Project Status:

- * 100% design completed at County expense of \$265,000
 - * Potential Partnering Project for Construction – Yavapai County and City of Prescott
 - * Bid Advertisement have gone out with bid opening in late May
- Anticipating July – December 2022 construction; County will administer project at the construction phase
- * Project Construction Budget - \$2.7 million
 - * Project Cost Estimates - \$3.7 million

Mr. Cherry stated that the County is seeing a contribution from City in the amount of \$1,000,000 – potential Development Agreements and Development Impact Fees.

Councilman Montoya commented that many projects are coming in significantly over Engineer Estimates recently and expressed his concern that they would return with requests for additional money.

Mr. Cherry responded that they have raised the estimates based on what is being seen and wouldn't intend on asking for anything additional to cover overage costs. He added that an IGA could be developed which expressly sets the city's contribution.

Mayor Goode asked what a signaled intersection would cost in that area. One of his primary concerns is this area at night and people being able to navigate that area at night. Would want there to be illumination on the roundabout. He asked about the number of vehicles per day in this area.

Mr. Cherry responded the County does not do many traffic signal intersections but would anticipate at least \$1 million. Roundabouts are required to have illumination so that will be handled, also plan to have the topography adjusted in the area where it is placed so that it is flatter. Mr. Cherry added that they have clocked 7700 vehicles eastbound on Pioneer Parkway, 8100 westbound on Pioneer Parkway, 4500 north/south on Commerce Drive.

Councilman Tenney commented that working with the developer of Hidden Hills and Deep Well Ranch would be beneficial, he added that he is concerned with Prescott paying taxes in the city as well as County to cover these. He is in favor of this project but wants to discuss funding in further detail.

Mayor Pro Tem Rusing commented that this area is a growth corridor, and it will continue to get busier.

Councilman Sischka discussed that Prescott Lakes Parkway has a similar topography to this area, but he is comfortable with a roundabout in this area.

Mr. Cherry responded that it is not quite as steep.

Member of the public Barbara Jacobsen addressed Council regarding her concerns with the amount of money that the city has spent on roundabouts already, she doesn't feel that the city should have to contribute anything to this project.

Mr. Cherry responded that the value in this to residents of the city is equal to residents of the County.

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 2:53 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 April 26, 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, APRIL 26, 2022, 3:00 PM

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

Phil Goode, Mayor

Cathey Rusing, Mayor Pro Tem

Brandon Montoya, Councilman

Eric Moore, Councilman

Jessica Hall, Councilwoman

Steve Sischka, Councilman

Clark Tenney, Councilman

MINUTES OF THE VOTING MEETING OF THE PRESCOTT CITY COUNCIL VOTING MEETING HELD ON APRIL 26, 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 3:05 p.m.

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Rusing commented on the time-of-day water guidelines that are currently in place allowing for water between 8 am and 8 pm. This weekend the Whiskey Off Road bike race will be back with events throughout the weekend.

3. INVOCATION - Pastor Dan Hurlbert with Prescott United Methodist

4. PLEDGE OF ALLEGIANCE - Councilwoman Hall

5. ROLL CALL

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

6. PROCLAMATIONS

A. Fair Housing Month - April 2022

Councilman Moore presented the Proclamation.

7. OPEN CALL TO THE PUBLIC

A. Jay Ruby – addressed Council regarding Miller Creek Remediation and Climate Change. To protect people in Prescott we need to address climate change quickly and without hesitation. He highlighted a project at Miller Creek between Lincoln and new apartments on Miller Valley Road which he feels left us with a diluted landscape in an area that was once beautiful. This is ineffective erosion control. Need a public climate watchdog.

8. CONSENT AGENDA

MOTION BY COUNCILMAN MONTTOYA TO APPROVE CONSENT AGENDA ITEMS

8.A. THROUGH 8.J.; SECONDED BY COUNCILMAN TENNEY: PASSED [7 – 0].

- A. Approval of Minutes from the April 12, 2022 Executive Session, the April 12, 2022 Study Session and the April 12, 2022 Voting Meeting.
- B. Approval of City Contract No. 2015-004A4, an Amendment to City Contract No. 2015-004 with Matrix New World Engineering for City Shop UST Mobile Dual Phase Extraction (DPE) Treatment Project in the Amount of \$70,000. Funding is Available in the Streets, Water and Wastewater Funds.
- C. Approval of Multiple Contracts for Supply and/or Delivery of Asphalt, Concrete, Rock, Dirt and Sand as Follows: 1) City Contract No. 2022-185 to Asphalt Paving & Supply, Inc.; and 2) City Contract No. 2022-186 to Vulcan Materials Company; and 3) City Contract No. 2022-191 to Arrowhead Mining and Material in an Amount not to Exceed \$200,000.00 Each Annually. Funding is Available in the Streets, Water, and Wastewater Funds.
- D. Approval of City Contract No. 2022-178 with Arizona Department of Water Resources (ADWR), Accepting Grant Funds in the Amount of \$10,000 for the Redesign of the City's Water Conservation Webpage.
- E. Approval of Multiple Contracts for the Purchase of Calcium Hypochlorite Tablets as Follows: 1) City Contract No. 2022-193 with Hill Brothers Chemical Company in an Amount not to Exceed \$160,000 Annually for a Period of Two Years; and 2) City

Contract No. 2022-194 with Applied Products Group in the Amount of \$20,000 for Applied Products. Funding is Available in the Water Fund.

- F. Approval to Auction Items at Surplus Auction with Harris Auction.
- G. Approval of Appointment of Branden Nunez, Human Resources Director, to the Yavapai Combined Trust Board in Place of Retiring Director Joyce Lira.
- H. Approval of Acceptance of a Certified Local Government Pass-through Grant with no City Match for \$12,000 to be Used for the Historic Preservation Master Plan Update Project.
- I. Approval of City Contract No. 2022-198 with JC Cullen Incorporated DBA Niles Radio for Radio Equipment in an Amount Not to Exceed \$41,554.11 Using State of Arizona Contract No. CTR046831 Pricing. Funding is Available in the IT Budget.
- J. Adoption of Resolution No. 2022-1816, Approving City Contract No. 2022-196 an Intergovernmental Agreement Between the Phoenix Police Department and the Prescott Police Department for Access to the Department of Justice Internet Crimes Against Children Grant.

9. REGULAR AGENDA

- A. Legislative Update.

Deputy City Manager Tyler Goodman provided an update on the ongoing Legislative Session. Budget negotiations have put most everything on hold. They have attempted to pass a “skinny budget” which failed and are still negotiating.

Mayor Goode commented that the League weekly call was cancelled this week due to the fight over the budget.

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

- B. Adoption of Resolution No. 2022-1812 Setting the Policy for Contracts with City Officials and City Employees for 2022-2023.

Interim City Attorney Matt Podracky provided a presentation to Council regarding this annual Resolution as set by state statute, not to exceed \$1,000 with each expense not to exceed \$200.

Finance Director Mark Woodfill added that this is tracked in Accounts Payable and part of annual audit process, in a community our size you may need to do business with employee or spouse who has outside business, and this sets the guidelines for that.

Mayor Pro Tem Rusing commented that the last sentence lists an amount outside of statute.

Mr. Podracky responded that this allows them to bid and follow standard bid and procurement process.

Mr. Woodfill confirmed.

Councilman Montoya asked how many of these we had last year.

Mr. Woodfill said there was one close, it was an employee's sister, but added that it doesn't come up often, but it does from time to time.

MOTION BY COUNCILMAN SISCHKA TO ADOPT ITEM 9.B.; SECONDED BY COUNCILMAN MONTOYA: PASSED [6 – 1] MAYOR PRO TEM RUSING DISSENTING.

- C. Approval of City Contract No. 2022-197, an Employment Contract with New City Attorney.

HR Director Branden Nunez provided a presentation to Council regarding the new City Attorney.

Councilman Montoya commented that he has been well vetted, and he looks forward moving forward with replacing the City Attorney.

Mayor Goode concurred; this is a satisfactory agreement.

Councilman Tenney echoed Councilman Montoya's comments. He will be one of the higher paid people in Prescott, but this is a competitive package for this position and a good value for Mr. Young's qualifications.

MOTION BY COUNCILMAN MOORE TO APPROVE ITEM 9.C.; SECONDED BY COUNCILMAN TENNEY: PASSED [7 – 0].

- D. Approval of City Contract No. 2022-200 with Titan Power for IT Data Center Electrical and HVAC Engineering, Equipment, and Installation in an Amount not to

Exceed \$404,426.08 Using State of Arizona Contract No. ADSP018-176583 Pricing. Funding is Available in the IT Fund.

IT Director Nate Keegan provided a presentation to Council regarding the project, will cover electrical and HVAC nuts/bolts. These items are going up in price regularly so he would like to move forward quickly.

Councilman Montoya thanked staff for their thorough information provided in his memos and presentations.

MOTION BY COUNCILMAN MONTOYA TO APPROVE ITEM 9.D.; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

- E. Public Hearing Regarding the City of Prescott Draft 2022 CDBG Annual Action Plan to 1) Accept CDBG Entitlement Funds from the US Department of Housing & Urban Development (HUD) for the Approximate Amount of \$251,857; 2) Approve the 2022 CDBG Annual Action Plan and Authorize Staff Submittal to HUD; and 3) Close the Public Hearing.

Director of Community Development Bryn Stotler introduced a presentation to Council regarding the CDBG Entitlement Community, part of their program which awards funds annually.

Block Grant Coordinator Michelle Chavez continued the presentation with the requirements for the Block Grant spending. The city has a seven-member Citizens Advisory Committee that meets monthly to review applications and make recommendations, annual action plan will be submitted to HUD following Council approval. Process began back in October.

Annual Program Overview:

- * Approximately \$251,857
- * Grant allocations are approved by the Citizens Advisory Committee
- * 65% spend on Construction, 20% on Administration and 15% on Public Service
- * This year they received three new applications (one funded = MATFORCE)
- * New Minor Home Repair Program for LMI Residents (Managed by Prescott Chamber Foundation)
- * Accessible nature trails at Community Nature Center
- * New Housing for Vets at the VA Campus

Ms. Chavez reviewed the proposed projects for 2022 including – People Who Care, AZ Service of Prescott College, Polara Health, MATFORCE, Yavapai Big Brothers Big Sisters, New Horizons Disability Empowerment Center, Prescott Chamber of Commerce Foundation, Solari Inc., US Vets, City of Prescott, and Agape House.

Next Steps:

- * Submit to HUD for approval
- * Work with agencies on bids, agreements, reports and environmental reviews
- * Begin work after all reviews and agreements are signed

Mayor Goode commented that he is happy to see new applicants for the program. He asked about the Senior-Peer Mentoring at Polara Health.

Ms. Chavez responded that this helps seniors who are living in isolation, connects them with other older adults to help with those issues.

Mayor Pro Tem Rusing asked if the amount varies annually.

Ms. Chavez responded that it does vary by a few thousand dollars.

MOTION BY MAYOR PRO TEM RUSING TO ACCEPT CDBG ENTITLEMENT FUNDS IN THE APPROXIMATE AMOUNT OF \$251,857 FROM HUD; SECONDED BY COUNCILMAN TENNEY: PASSED [7 – 0].

MOTION BY MAYOR PRO TEM RUSING TO APPROVE THE 2022 CDBG ANNUAL ACTION PLAN AND AUTHORIZE STAFF SUBMITTAL TO HUD; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

MOTION BY MAYOR PRO TEM RUSING TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

- F. Approval of City Contract No. 2022-175 with Fann Contracting, Inc. for the Penn Avenue / Eastwood Drive Improvements Project in the Amount of \$10,947,777. Funding is Available in the Streets, Water, Wastewater and Yavapai County Flood Control District Funds.

Construction Services Manager Tim Sherwood provided a presentation to Council regarding the project which includes Penn from Gurley to Carleton, and Eastwood from Carlton to Nevada/Deveroux and intersecting cul-de-sacs. This project is very comprehensive and includes a regional detention basin to alleviate downstream flow issues. Partial funding in the amount of \$840k from Yavapai County Flood Control District

Mayor Pro Tem Rusing asked about the Detention Basin and how many cubic feet it will be. She asked what happens to the dirt that is removed.

Mr. Sherwood said he doesn't have the specific number but will be larger than the one done in recent years at Acker Park. The removed dirt is hauled by the contractor.

Mayor Goode commented that the residents in that area have been very patient as this project has been taking place, happy to see us moving forward.

MOTION BY MAYOR PRO TEM RUSING TO APPROVE ITEM 9.F.; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

- G. Approval of Multiple Contracts for Chino Valley Tank Coating as Follows: 1) Approval of City Contract No. 2022-187 to Professional Piping Systems, LLC for the Surface Preparation and Coating of the 5MG Chino West Tank Project in the Amount of \$946,550.00; and 2) Approval of City Contract No. 2022-188 with RFI Consultants LLC for Hold Point Coating Inspection Services in the Amount of \$32,148.00. Funding is Available in the Water Fund.

Construction Services Manager Tim Sherwood provided a presentation to Council regarding the project which involves two tanks in Chino Valley that the city operates. The Chino West Tank was originally installed in 1993 and was recently taken out of service/drained to match the east tank which was constructed in 2013. The West Tank requires surface preparation of interior and exterior.

Mayor Pro Tem Rusing asked what the coating is made of.

Mr. Sherwood responded that it has to be NSF Certified when it touches potable water.

Councilman Tenney asked about the number of bids that were received for this project and why there is such a large differential between the low and high bid.

Mr. Sherwood responded that this is a specialized application, and this is rare to see but perhaps that is why.

Mayor Goode asked what the cost of improvements was on the East Tank.

Mr. Sherwood responded that it was approximately \$3.2 million several years ago.

**MOTION BY MAYOR PRO TEM RUSING TO APPROVE CITY CONTRACT NO. 2022-187; SECONDED BY COUNCILMAN MOORE: PASSED [6 – 0].
COUNCILWOMAN HALL WAS ABSENT FOR THE VOTE**

**MOTION BY MAYOR PRO TEM RUSING TO APPROVE CITY CONTRACT NO. 2022-188; SECONDED BY COUNCILMAN MOORE: PASSED [6 – 0].
COUNCILWOMAN HALL WAS ABSENT FOR THE VOTE**

- H. Approval of City Contract No. 2017-064A10, an Amendment to City Contract No. 2017-064 with Fann Contracting for Solid Waste Hauling Services in the Amount of \$1,200,000.00 Annually. Funding is Available in the Solid Waste Fund.

City Traffic Engineer Ian Mattingly provided a presentation to Council regarding an amendment for hauling services in FY23, extending the Contract to FY27. Transportation of waste and recycling materials from the transfer station. The amount of the agreement is not changing, future funding will be used upon extension.

Councilman Moore asked about the increase in cost over three years.

Mr. Mattingly responded that there have been stepped increases over the years, primarily based on additional materials to be hauled and also CPI increases.

MOTION BY MAYOR PRO TEM RUSING TO APPROVE ITEM 9.H.; SECONDED BY COUNCILMAN SISCHKA: PASSED [7 – 0].

- I. Approval of Multiple Contracts Associated with the Airport Ruger Road Sewer Trunk Main Project as Follows: 1) Approval of City Contract No. 2022-189 to Fann Contracting, Inc. for the Upsizing Phase 1 Project in the Amount of \$3,122,697.00; and 2) Approval of City Contract 2022-001A1, an Amendment to City Contract 2022-001 with Lyon Engineering & Surveying Inc. for Post Design Services in the Amount of \$121,560.00. Funding is Available in the Wastewater Fund.

Construction Services Manager Tim Sherwood provided a presentation to Council regarding the project to accommodate future wastewater flows in the airport area and replacement of a trunk main. Beginning at reclamation facility and ending at southwest border of the airport and realign the trunk main and widening of Melville Road.

Mayor Pro Tem Rusing asked how many phases there will be and what the total costs will be.

Mr. Sherwood responded that there will likely be two more phases of the project, with similar costs anticipated but that can change.

MOTION BY COUNCILMAN SISCHKA TO APPROVE CITY CONTRACT NO. 2022-189; SECONDED BY COUNCILMAN MONTOKA: PASSED [7 – 0].

MOTION BY COUNCILMAN SISCHKA TO APPROVE CITY CONTRACT NO. 2022-001A1; SECONDED BY COUNCILMAN MONTOKA: PASSED [7 – 0].

- J. Approval of City Contract No. 2022-157A1, an Amendment to City Contract No. 2022-157 with Fann Contracting, Inc. for the FY22 Pavement Rehabilitation Project Phase 2 in an Amount not to Exceed \$325,000.00. Funding is Available in the Street Fund.

Construction Services Manager Tim Sherwood provided a presentation to Council regarding funding for additional pavement removal and improvements on Rainbow Ridge and Windemere Circle. The project will include curb and gutter improvements as well and will encompass a total of 7,800 square yards of additional pavement.

Mayor Pro Tem Rusing commented on the community concerns regarding removal of planters and trees.

Mr. Sherwood responded that he met with residents and feels they came to a good resolution on their concerns.

Councilman Moore asked why this wasn't approved with the original scope of work.

Mr. Sherwood responded that additional areas were identified and determined to be added on to better connect future areas that will be improved.

Mayor Goode asked if there is a long-term improvement project planned for that area.

Mr. Sherwood responded that there is, will likely work from the back out to Lee Road with a flow to not impact the roads that have already been improved. There is a five-to-seven-year plan on this but it all depends on funding.

MOTION BY MAYOR PRO TEM RUSING TO APPROVE 9.J.; SECONDED BY COUNCILMAN TENNEY: PASSED [7 – 0].

- K. Adoption of Resolution No. 2022-1818, Adopting the 2022 City Water Management Policy; 2) Setting the Water Use Estimates for Calendar Year 2022 from the Water Resource Management Model (*Policy 3*); 3) Approving a Water Budget for Residential Uses from January 1, 2022 to June 30, 2022 and from July 1, 2022 to December 31, 2022 (*Policy 12*); and 4) Approving a Water Budget for Non-Residential Uses from January 1, 2022 to June 30, 2022 and from July 1, 2022 to December 31, 2022. (*Policy 13*).

This item was discussed after Item 9.L.

Councilman Montoya asked staff if this policy provides better direction when issuing water.

Deputy Public Works Director Gwen Rowitsch responded that the policy is more detailed and will make it easier for staff to administer.

Mayor Pro Tem Rusing commented on Attachment 5 to the Policy and the Water Application Procedure. She believes revisions need to be made to Section 4, Portion E of the attachment related to Water Outside City Limits with an Existing Contract. She provided the example of Deep Well Ranch and stated that administrative approval needs to be approved by Council and the language in this section needs to be tightened up. She proposed an amendment to the Section to read as follows: *"Requests will be scheduled for Water Issues Subcommittee and City Council for consideration"*.

Ms. Rowitsch responded that if that change is made Policy 15 referencing existing contracts would also need to be revised.

Interim City Attorney Matt Podracky commented that presuming there is an administrative review of all water outside city limits that would require a change, however, because Ordinance No. 2022-1787 was approved as it is written, there should not be a change to the language because it mirrors the way the Ordinance is written.

Councilman Tenney said he feels this is different than the Ordinance, however, if someone already has a contract the city is obligated to provide the water. He believes this section should be removed as it is confusing and serves as an SOP to staff only.

Mr. Podracky confirmed, stating you can't impair an existing contract.

Mayor Goode commented that pre-existing contracts that are outdated should be reviewed by Council.

Councilman Tenney asked if Council is comfortable with taking existing contracts and reframing them then dealing with the legal ramifications of that.

Councilman Moore stated that there is already a contract for providing water that will be followed, so this is a moot point.

Mayor Pro Tem Rusing said that if someone comes in with a contract from 1940s Council would never know and there could be issues with it that need to be changed.

Councilman Moore said that part of the administrative process is legal review which would address these issues.

Ms. Rowitsch confirmed, if there is something staff has a question on, they would involve legal to see if there is validity.

Councilman Montoya commented that staff understands that there is increased scrutiny around administrative approvals, and he doesn't feel they would go rogue. He feels that deleting this section would make the most sense particularly because the City Attorney is telling Council that it is unnecessary.

Mr. Podracky confirmed that the cleanest way is not to have the language in at all.

Councilman Tenney made a motion to Amend Attachment 5 of the Water Policy to delete Section 4 Part E. This motion was withdrawn by Councilman Tenney as Council determined to discuss the policy further.

Member of the public Leslie Hoy addressed Council thanking them and staff for crafting the updated policy and taking public input. She is looking forward to an updated conservation policy. Ms. Hoy added that she submitted her own set of suggestions throughout the process, some of which were accepted, this is an improvement from what we've had before and hopes we can get through this. There will be future opportunities to fine tune.

Member of the public Ralph Hess addressed Council stating that he has the same questions as he did for Item 9.L. which Council has not answered.

Member of the public Howard Mechanic echoed Leslie Hoy's comments. This is an important issue and added that he feels solicited public comments should be published and posted.

Member of the public Tom Rusing addressed Council stating that an issue as critical to our community as water he feels Council should not distance themselves from. Everything should come through Council so they are aware of what is playing out and what staff is doing.

Ms. Rowitsch commented that twice annually the administrative approvals will be coming before Council for their review which is already done by staff and can be posted on the city website.

Councilman Sischka stated that the 25 acre-feet (AF) water budget is cutting out large multi-family units, we aren't carrying over, so we are sending those complexes to Prescott Valley, but the jobs are here. Then folks complain that we are sending them to a different area to come back into Prescott to work. He is wondering about how that will work out in the overall scope of things.

Councilman Montoya commented that staff has stated they are confident the budget as outlined would meet the needs of applications as they are being received. There will be an ad-hoc committee and a subcommittee that can address what needs to be addressed regarding the water budget if we are not meeting the needs.

Councilman Tenney echoed Councilman Sischka's concerns and comments, doesn't want to see us become Sedona and push all high-density housing outside of our area. He asked staff to confirm Policy 14 which allows a project to appeal the 50% rule.

City Manager Michael Lamar confirmed and stated that staff and Council could still look at projects if they will be beneficial to the city.

MOTION BY MAYOR PRO TEM RUSING TO ADOPT RESOLUTION NO. 2022-1818 AS WRITTEN; SECONDED BY COUNCILMAN MONTOYA: FAILED [3 – 4]. COUNCILWOMAN HALL, COUNCILMAN MOORE, COUNCILMAN SISCHKA AND COUNCILMAN TENNEY DISSENTING

MOTION BY COUNCILMAN TENNEY TO ADOPT RESOLUTION NO. 2022-1818 WITH THE AMENDMENT REMOVING ATTACHMENT 5, SECTION 4.E. FROM THE POLICY; SECONDED BY COUNCILMAN MONTOYA: PASSED [5 – 2]. COUNCILWOMAN HALL AND COUNCILMAN SISCHKA DISSENTING

MOTION BY MAYOR PRO TEM RUSING TO SET THE 2022 WATER USE ESTIMATES AS FOLLOWS: SINGLE FAMILY RESIDENTIAL = 0.17 AFY PER DWELLING UNIT, MULTI-FAMILY RESIDENTIAL = 0.12 AFY PER DWELLING UNIT, LANDSCAPING = 1.5 AFY PER 1 ACRE; SECONDED BY COUNCILMAN MONTOYA: PASSED [6 – 1]. COUNCILWOMAN HALL DISSENTING

MOTION BY COUNCILMAN TENNEY TO SET THE RESIDENTIAL WATER BUDGET FOR JANUARY 1, 2022 TO JUNE 30, 2022 AND JULY 1, 2022 TO DECEMBER 31, 2022 AT 25 AF FOR EACH PERIOD; SECONDED BY COUNCILMAN MONTOYA: PASSED [5 – 2]. COUNCILWOMAN HALL AND COUNCILMAN SISCHKA DISSENTING

MOTION BY MAYOR PRO TEM RUSING TO SET THE NON-RESIDENTIAL WATER BUDGET FOR JANUARY 1, 2022 TO JUNE 30, 2022 AND JULY 1, 2022 TO DECEMBER 31, 2022 AT 25 AF FOR EACH PERIOD; SECONDED BY COUNCILMAN MONTOYA: PASSED [5 – 2]. COUNCILWOMAN HALL AND COUNCILMAN SISCHKA DISSENTING

L. Adoption of Ordinance No. 2022-1787 Amending City Code Section 2-1-8.

This item was discussed prior to Item 9.K. at the request of Mayor Pro Tem Rusing.

Interim City Attorney Matt Podracky reviewed the concerns expressed by Mayor Pro Tem Rusing who stated that she wants a sentence added to Section B as follows: “ *Any provision of water outside the city limits made pursuant to this section 2-1-8- must be approved by the City Council and may not be administratively approved*”.

Mayor Pro Tem Rusing commented that she feels in the interest of public input and transparency these types of things should have to come before Council. Most applicants will be single-family one lot.

Mayor Goode clarified that any administrative approval would have to come back to Council for approval.

Councilman Montoya asked staff to confirm that the bulk of the applications of this kind are for single family homes that abut a main city line and asked how many would meet this qualification.

Deputy Public Works Director Gwen Rowitsch responded that there are significant costs associated with this so there are maybe half a dozen inquiries annually.

Mayor Goode doesn't see unexpected burdens associated with this on staff or on Council.

Councilwoman Hall commented that this is a change for single family homes and asked what the motivation is in trying to make it harder for a person who is trying to abandon a well and get on city water.

City Manager Michael Lamar responded that this is not a city process question it is a transparency question asked by Mayor Pro Tem Rusing.

Mr. Podracky added that this is a policy revision and not a legal issue.

Councilman Tenney echoed Councilwoman Hall's comments, what would be the circumstances in which we wouldn't want a single home to abandon a well and connect to city water. This is a minor issue that should be a slam dunk.

Councilman Moore stated that it is not Council's position to answer questions from the public at an administrative level, it is staff's. He added that he doesn't see why Council needs to be involved in this it should be administratively done.

Mayor Goode responded that Council will review the decision on a rare basis, these are typically very strange parcels with a long distance to the water main.

Mayor Pro Tem Rusing said she believes it gives more transparency and public input.

Councilman Sischka stated that we are dealing with water outside the city limits and one-offs basically and in his opinion not an issue. Administratively approved items coming to Council is a waste of everyone's time, the public in a lot of cases could care less about one house close to a water/sewer line. Choice is such a desirable thing in our society, but we are going out of our way to take this away and it makes no sense to him. Shutting down Prescott's options is not going to help the situation; it is going to hurt it. Prescott is the leader in water management and shouldn't build a wall around itself.

Member of the public Leslie Hoy addressed Council regarding this discussion missing the point of what we are talking about today. She supports Mayor Pro Tem's suggestion for the purpose of transparency and water awareness. She also commented that CWAG Hydrologist has been running the new ADWR models and cumulative overdraft is 6,200 AF and every time we give water to another home we are increasing the overdraft. When water is given without annexation there are none of the benefits that the city would get with annexation. She hopes the Ordinance and policy will be approved today.

Member of the public Howard Mechanic addressed Council regarding water outside the city limits and overdraft. He stated that if we connect to water outside the city limits and collect recharge, we are reducing the overdraft. Doesn't want to increase the number of units or overdraft, the city should be negotiating with property owners to maximize benefits to the city and the community. We have heard that water outside the city limits is bad and would lead to catastrophe but that is not true so why would you tie your own hands and not allow the city to do what is right on an individual basis. His assertion is this is all based on fear.

Member of the public Ralph Hess addressed Council regarding the Ordinance stating that under PCC 2-1-8(b) all connection must return 75% of water usage to recharge and asked what the remedy would be if the customer fails to return and if it be uniform or specific to particular users. He stated that PCC 2-1-8(c)(1-a) seems to set a disparity treatment of political subdivisions and provides water pursuant to an IGA to agencies except water improvement districts. He asked what the criteria and justification is for that and if a developer outside city limits be able to contract with another government agency to enter an IGA to obtain water service.

Councilman Moore commented that we should be able to provide water outside city limits but there is a major disparity because we are saying we don't want to provide water outside city limits, yet this would make that possible. Feels as if some members of Council are trying to make exceptions and being hypocritical with their own policy. Staff is here for the administrative functions.

Councilman Tenney echoed Councilman Moore's comments and said he is confident staff can make these types of decisions.

Councilman Montoya asked if there is a capacity for these to be reported to the Water Issues Subcommittee when they are tapping into the water budget. He does feel there is capacity to create so much oversight that it is an annoyance, this policy, which has taken a lot of effort from a lot of people and Council, should move forward without Mayor Pro Tem's proposed amendment. In addition, there will be an ad-hoc committee that will be reviewing the effectiveness of the policy and staff will be prepared to present the necessary information to the Water Issues Subcommittee.

MOTION BY COUNCILMAN SISCHKA TO ADOPT ORDINANCE NO. 2022-1787 WITH AMENDED LANGUAGE TO PCC 2-1-8(c)(1a) BY STRIKING THE LAST SENTENCE AND ADDING A NEW SENTENCE AS FOLLOWS: *"the city will consider the provision of providing water outside city limits where the council determines that a certain development project benefits the city"*. MOTION DIED DUE TO A LACK OF SECOND.

MOTION BY MAYOR PRO TEM RUSING TO ADOPT ORDINANCE NO. 2022-1787 AS WRITTEN; SECONDED BY COUNCILMAN MONTOKA: PASSED [5 – 2]. COUNCILWOMAN HALL AND COUNCILMAN SISCHKA DISSENTING

10. ADJOURNMENT

Mayor Goode thanked everyone for their time on updates to the Water Policy and stated that he is happy to see that the city has a policy that will be more deliberate in management of growth. He asked that everyone keep their eyes on the fire activity and say a prayer for the public safety personnel and residents.

There being no further business to discuss, Mayor Goode adjourned the meeting at 5:22 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 April 26, 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



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **05-10-22**

DEPARTMENT: **Library**

AGENDA ITEM: Approval of Multiple Contracts Associated with the Purchase of Library Materials as Follows: 1) City Contract No. 2022-201 with Baker & Taylor, Inc. in an Amount not to Exceed \$135,000 Annually; 2) City Contract No. 2022-202 with Brodart Co. in an Amount not to Exceed \$135,000 Annually; 3) City Contract No. 2022-203 with Ingram Library Services in an Amount not to Exceed \$135,000 Annually; 4) City Contract No. 2022-204 with Blackstone Audio in an Amount not to Exceed \$20,000 Annually; 5) City Contract No. 2022-205 with Gale Group Cengage Learning Inc. in an Amount not to Exceed \$20,000 Annually; and 6) City Contract No. 2022-206 with OverDrive, Inc. for Downloadable Audio & Ebooks in an Amount not to Exceed \$80,000 Annually. Funding is Available in the Library Support Services Budget.

ITEM SUMMARY

Approve replacing expired book vendor contracts with the award of multiple contracts for the furnishing and delivery of library materials.

BACKGROUND

Sealed bids were received from vendors of various library materials including books, CDs, DVDs, eBooks and other items. Potential vendors were informed that multiple awards were anticipated due to the quantity of materials not available from any one vendor. Length of delivery times, publisher's lists and discount from list prices were considered in the recommendation for these awards. The initial term of these contracts will be for three (3) years beginning July 1, 2022 and ending June 30, 2025. Contracts are renewable for two (2) successive terms of one (1) year each.

The following are providers of printed materials:

Vendor	Discount	Not to Exceed
Baker & Taylor	44%	\$135,000.00
Brodart Co	46%	\$135,000.00
Ingram Library Services	40%	\$135,000.00

There are a range of discounts for non-trade books.

The library also utilizes several vendors in addition to those listed above to purchase specific materials. Blackstone Audio provides popular audiobook titles. Gale Group Cengage Learning Inc. is the sole source for many large print books and Reference materials. OverDrive, Inc. is the sole source used by the Yavapai Library Network for downloadable audio and eBooks.

Vendor	Not to Exceed
Blackstone Audio	\$20,000.00
Gale Group Cengage Learning Inc.	\$20,000.00
OverDrive, Inc.	\$80,000.00

The cumulative amount spent from the general fund on library materials from all of the above vendors for each fiscal year in these contracts will not exceed the amount requested in the base budget of individual fiscal years. (In FY2023, for example, this amount will not exceed \$185,000). Awarding contracts to multiple vendors and including a Not to Exceed Amount gives the library the flexibility to order based on availability and the best discount percentage for given types of materials.

The amount budgeted for purchase of library materials is received as part of the agreement with Yavapai County Free Library District and is designated by the District for the purchase of library materials.

FINANCIAL IMPACT

Expenditures will be charged to the Library Support Services general fund 1004405-8245 and will not exceed the base budget request for library materials in any given year. The amount budgeted for FY2023 is \$185,000.00.

Recommended Action:

ATTACHMENTS

- 1.[Baker & Taylor FY23.pdf](#)
- 2.[Brodart FY23.pdf](#)
- 3.[Ingram FY23.pdf](#)
- 4.[Blackstone FY23.pdf](#)
- 5.[Gale sole source FY23.pdf](#)
- 6.[Overdrive Sole Source FY23.pdf](#)



March 24, 2022

Mr. Roger Saft, Director
Prescott Public Library
215 E. Goodwin St.
Prescott, Arizona 86303

RE: City of Prescott Notice Requesting Proposals for the Supply of Library Materials
Due: March 31, 2022 at 5:00 PM

Dear Mr. Saft:

Thank you for allowing Baker & Taylor the opportunity to submit a proposal for the supply of library materials and processing for the City of Prescott/Prescott Public Library. We have reviewed the requirements in detail and are confident we can satisfy the specifications. Please accept this letter as part of Baker & Taylor's comprehensive bid proposal, to be incorporated as part of any award agreement. Any clarifications to instructions or terms are listed on the following pages.

Baker & Taylor Capabilities

Baker & Taylor is the leading full-line distributor of print books, eBooks, digital audiobooks, videos and related products to library facilities. We also provide our customers with value-added proprietary data products and customized management and outsourcing services. We have been in business over 190 years and have developed long-term relationships with our customers and with major book publishers, movie studios and suppliers.

We partner with libraries to deliver more than products and services, we empower public libraries to make positive change in their communities. With a focus on improving community outcomes, we support public libraries in delivering literacy, learning and skills development to their patrons through exclusive partnerships and technology.

We supply all categories of materials for all levels of library patrons, including general adult readers, researchers, professionals, Children and Teens, and digital materials. In addition to items that are stocked in our distribution centers, we maintain a product database that contains over 9 million items. This depth and breadth of inventory means that Baker & Taylor has the capability to provide book, spoken word and audiovisual material to meet your patrons' demands.

Baker & Taylor Contacts

Should you have any questions upon reviewing our response, please contact us and we will be pleased to answer any questions or clarify any information:

Stefanie Kremer
2810 Coliseum Centre Drive, Suite 300
Charlotte, NC 28217
(800) 775-7930, ext. 3135
Email: stefanie.kremer@baker-taylor.com

We look forward to a favorable reply to our offer and the opportunity to be of assistance.

Sincerely,



Stefanie Kremer
Director, Pricing Services

NOTICE REQUESTING PROPOSALS FOR THE SUPPLY OF LIBRARY MATERIALS

The City of Prescott invites proposals for the furnishing and delivery of LIBRARY MATERIALS for the Prescott Public Library for a period of three (3) years from date of award. The successful vendors shall grant to City the right to an option to renew the agreement for two (2) successive terms of one year each. Proposals are to be based on requirements for library materials for the Prescott Public Library for this period. The Prescott Public Library FY2023 budget is expected to be \$147,000 for library materials (not including downloadable materials). The stated amount is an approximate figure and in no way binds the City of Prescott to purchase any firm or guaranteed amount.

The City will issue purchase order(s) to that supplier(s) who, in the sole judgment of the City of Prescott, will provide the 'best buy' as measured by the best discount in conjunction with compliance with all specifications and with a thoroughly acceptable and excellent level of service as evaluated by the City library director.

For purposes of comparison, and to determine which vendor(s) will be able to supply the greater variety of books ordered, proposers would supply a complete list of publishers' imprints handled or provide an indication of the number of publishers routinely carried.

The City reserves the right to reject any and/or all proposals when, in the City's sole discretion, it is in the City's best interest to reject said proposals.

DESCRIPTION: Books must conform to recognized standards as regards quality of paper, printing, and binding.

Discount shall be based on the publishers' list price, not freight pass-through price. Proposers shall quote discounts on five categories of books, as follows or as a firm all-inclusive discount for all materials, and on plastic covers for paperbacks and hardbacks, if available.

Please see Attachment A for a complete discount outline.

Please see Attachment B for Category Definitions.

	<u>Discount Percentage</u>
1. Trade books, which include fiction, miscellaneous non-fiction, juvenile, and which carry the full trade discount including paperback books of over \$10.00 publisher's list price (\$92,000 est.)* (Hardcover - Categories I & II, Paperback - Categories III & IV)	Hardcover Trade = 44.0% Quality Paperback = 40.0%
2. Technical, scientific, and reference books; and textbooks normally classified as 'short discount' items (\$15,000 est.) (Categories VIII, IX, and XI)	<u>10.0%*</u>
3. Books of a trade nature, published by smaller publishers; not listed in Trade List Annual (\$5,000 est.) (Categories IX and XI)	<u>10.0%*</u>
4. Books ordered in publisher's reinforced library bindings (\$15,000 est.) (Category VII)	<u>25.0%</u>

Notice Requesting Proposals – Library Materials Specifications

Page 1

*Titles that receive a minimal discount from the publisher will be invoiced at list price. Titles where Baker & Taylor receives no discount from the publisher or prepayment is required by the publisher or publishers whose titles have limited demand and/or non-commercial publishers will be invoiced at list price plus \$4.95/unit service charge.

5. Mass paperbacks, popular titles in paper format having a publisher's list price of \$10.00 or less (\$5,000 est.)
(Category V) 40.0%
6. Recorded books, CD's and DVD's software (\$15,000 est.) Spoken Word Audio = 44.0%**
Music CD = 25.0%
DVD/Blu-ray = 28.0%

OR

All library materials - books, paperbacks, audio visual, computer software, etc. purchased

N/A

Preprocessing of paperbacks purchased with reinforced plastic covers/laminate @

\$2.09/unit

Preprocessing of hardbacks with dust covers purchased with Mylar covers/jackets @

\$0.99/unit

** This discount will apply to popular new release titles produced by widely distributed publisher. Not all spoken word audio editions meet these criteria. Other editions will be discounted as outlined in Categories I, VII, VIII, IX, X, or XI (Attachment A).

***Bracketed amounts are estimated distribution of library's materials budget (not including downloadable materials).**

DELIVERY: Proposal will be for books delivered F.O.B. destination, Prescott Public Library, 215 E. Goodwin Street, Prescott, Arizona, 86303. Vendor will be responsible for all shipping charges. Orders for books will be placed as required, and any quantity of books designated must be delivered. Proposer agrees to pay transportation charges on return of imperfect books or books or titles not as ordered, and replace same at no further charge to the City. The transportation charges on returned materials will be reimbursed by vendor in the form of a credit to be used by the City against the next payment to Proposer.

For published materials, deliveries must be made within two (2) weeks of release of order for at least seventy-five percent (75%) of the books released. Materials ordered prepublication must arrive by publication date. Items remaining unfilled up to three hundred and sixty (360) days after original release or order are automatically canceled, and if delivered thereafter may be automatically returned to Proposer at Proposer's expense, based on the proposers ordering systems abilities. Transportation charges on returned items will be reimbursed in the form of a credit to be used by the City against the next payment to Proposer.

The following types of books may be excluded from ordering under this agreement, but if ordered from the supplier the appropriate discount shall apply: encyclopedias, dictionaries, yearbooks, out-of-print books, foreign publications, continuations, subscriptions, publications by obscure or little-known publishers; books which cannot be supplied in a publisher's 'library binding' of acceptable quality and which require better than trade binding; publications of the H.W. Wilson Company, R.R. Bowker, and the American Library Association, and other primary sources determined by the library.

ELECTRONIC ORDERING: The Prescott Public Library utilizes the SirsiDynix Symphony Acquisitions Module with the X-12 format. Proposer must be able to accept orders electronically according to the following specifications and be compatible with our acquisitions system.

Notice Requesting Proposals – Library Materials Specifications

Page 2



Brodart Books & Library Services
500 Arch Street, Williamsport, PA 17701
P: 570•326•2461 F: 570•651•1639
www.brodartbooks.com

March 30, 2022

Office of the City Clerk
201 South Cortez Street
Prescott, AZ 86303

RE: RFP – Library Materials
DUE: March 31, 2022, 2:00 PM MST

Dear Sir or Madam,

Brodart is pleased to provide this document in response to the City of Prescott's request for proposal for the purchase of library materials for a period of three years with two one-year optional renewals.

We have studied your request for proposal and have a full understanding of your requirements. Attachment I of our response provides a detailed description of additional Brodart library services and demonstrates our ability to meet the needs of the Prescott Public Library.

For over 85 years Brodart has been the premier supplier of shelf-ready materials to public libraries. We are a full-service library company that delivers library products and services ranging from collection development to unprocessed material to complex shelf-ready cataloging and processing. Today Brodart offers state-of-the-art online tools, bibliographic services, and consulting exclusively to public libraries.

For questions about our products and services, please contact Alicia Snarr, Library Services Consultant by calling 800.233.8467, ext.6380 or by e-mailing Alicia.Snarr@brodart.com. Questions related to our bid response or notification of award should be directed to Lisa Miosi at 800.233.8467, ext. 6166, or bookbids@brodart.com.

Brodart's partnerships with libraries are built on experience, trust, and communication. We appreciate this opportunity to submit our proposal for your consideration and request an official tabulation of competitive bidding.

Sincerely,

Lisa Miosi
Vice President, Customer Care, Books & Supplies

NOTICE REQUESTING PROPOSALS FOR THE SUPPLY OF LIBRARY MATERIALS

The City of Prescott invites proposals for the furnishing and delivery of LIBRARY MATERIALS for the Prescott Public Library for a period of three (3) years from date of award. The successful vendors shall grant to City the right to an option to renew the agreement for two (2) successive terms of one year each. Proposals are to be based on requirements for library materials for the Prescott Public Library for this period. The Prescott Public Library FY2023 budget is expected to be \$147,000 for library materials (not including downloadable materials). The stated amount is an approximate figure and in no way binds the City of Prescott to purchase any firm or guaranteed amount.

The City will issue purchase order(s) to that supplier(s) who, in the sole judgment of the City of Prescott, will provide the 'best buy' as measured by the best discount in conjunction with compliance with all specifications and with a thoroughly acceptable and excellent level of service as evaluated by the City library director.

For purposes of comparison, and to determine which vendor(s) will be able to supply the greater variety of books ordered, proposers would supply a complete list of publishers' imprints handled or provide an indication of the number of publishers routinely carried.

The City reserves the right to reject any and/or all proposals when, in the City's sole discretion, it is in the City's best interest to reject said proposals.

DESCRIPTION: Books must conform to recognized standards as regards quality of paper, printing, and binding.

Discount shall be based on the publishers' list price, not freight pass-through price. Proposers shall quote discounts on five categories of books, as follows or as a firm all-inclusive discount for all materials, and on plastic covers for paperbacks and hardbacks, if available.

	<u>Discount Percentage</u>
1. Trade books, which include fiction, miscellaneous non-fiction, juvenile, and which carry the full trade discount including paperback books of over \$10.00 publisher's list price (\$92,000 est.)*	46% – Trade Hardcover * 40% – Trade Paperback *
2. Technical, scientific, and reference books; and textbooks normally classified as 'short discount' items (\$15,000 est.)	12% **
3. Books of a trade nature, published by smaller publishers; not listed in Trade List Annual (\$5,000 est.)	12% **
4. Books ordered in publisher's reinforced library bindings (\$15,000 est.)	21% - Publishers Library Editions * 40% - Hardcover Reinforced Editions *

5.	Mass paperbacks, popular titles in paper format having a publisher's list price of \$10.00 or less (\$5,000 est.)	12% **
6.	Recorded books, CD's and DVD's software (\$15,000 est.)	No Bid
	<u>OR</u>	
	All library materials - books, paperbacks, audio visual, computer software, etc. purchased	N/A
	Preprocessing of paperbacks purchased with reinforced plastic covers/Laminate @	\$2.20/item
	Preprocessing of hardbacks with dust covers purchased with Mylar covers/jackets @	\$0.65/item

* Brodart discounts by bind, therefore, trade hardcover and trade paperback are discounted differently. Publisher's Library and Hardcover Reinforced Editions are also discounted differently.

** Hardback and paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount (12%) or invoiced at the publisher's list price.

***Bracketed amounts are estimated distribution of library's materials budget (not including downloadable materials).**

DELIVERY: Proposal will be for books delivered F.O.B. destination, Prescott Public Library, 215 E. Goodwin Street, Prescott, Arizona, 86303. Vendor will be responsible for all shipping charges. Orders for books will be placed as required, and any quantity of books designated must be delivered. Proposer agrees to pay transportation charges on return of imperfect books or books or titles not as ordered, and replace same at no further charge to the City. The transportation charges on returned materials will be reimbursed by vendor in the form of a credit to be used by the City against the next payment to Proposer.

For published materials, deliveries must be made within two (2) weeks of release of order for at least seventy-five percent (75%) of the books released. Materials ordered prepublication must arrive by publication date. Items remaining unfilled up to three hundred and sixty (360) days after original release or order are automatically canceled, and if delivered thereafter may be automatically returned to Proposer at Proposer's expense, based on the proposers ordering systems abilities. Transportation charges on returned items will be reimbursed in the form of a credit to be used by the City against the next payment to Proposer.

The following types of books may be excluded from ordering under this agreement, but if ordered from the supplier the appropriate discount shall apply: encyclopedias, dictionaries, yearbooks, out-of-print books, foreign publications, continuations, subscriptions, publications by obscure or little-known publishers; books which cannot be supplied in a

Notice Requesting Proposals- Library Materials Specifications

Page 2



March 23, 2022

Prescott Public Library
Attn: Roger Saft, Director
215 E Goodwin St
Prescott, AZ 86303

Re: Request for Proposal - FY2023 | LIBRARY MATERIALS
Due: March 31, 2022, 2:00 p.m. MT

Dear Mr. Saft,

Thank you for including Ingram Library Services LLC in your search for a vendor to fulfill the Supply of Library Materials for the Prescott Public Library. We welcome the opportunity to present our proposal to continue our partnership with your library.

As an **Ingram Content Group** company, we have the full range of content and value-added services to truly offer "one-stop shopping" for our library customers. With over five decades of experience in distribution, we serve libraries with a wide range of collection development, cataloging and processing services guaranteed to enhance your collections and please your staffs and patrons. Our goal is to continue to partner with the Prescott Public Library to help support your mission to connect community members with innovative, value-added services to increase the quality of life and strengthen the fabric of your community.

Please provide a copy of the resulting bid tabulations to ilsbids@ingramcontent.com.

Ingram staff members are readily available to provide any additional information you may request, and to further discuss Ingram's current and developing strategy for content and service delivery. Should you have any questions regarding Ingram's proposal, please feel free to contact Regina Dunlap, Contract Management Specialist, at (800) 937-5300, extension 35736. You may also reach Regina by email at ilsbids@ingramcontent.com or by fax at (615) 213-5196.

Best Regards,

A handwritten signature in blue ink that reads "Pamela R. Smith".

Pamela R. Smith
Vice President and General Manager

PRS/rd

- Where existing or derived records are not available, an original cataloging record can be created with book in hand by an MLS-degreed cataloger.
- Should the Library require OCLC Holdings Updates, Ingram can provide this service at no charge, utilizing OCLC Batch Load Services. Please note that OCLC charges a one-time project set-up fee, which will be the responsibility of the Library.

In addition to standard MARC records, Ingram's MLS-degreed catalogers can review and update records to meet local practice requirements. Examples include applying local exceptions to LC or Dewey classification; adding contents, summary, target audience, or local notes; and applying local subject headings or local exceptions to standard subject headings lists.

Pricing for these customized services can be provided upon receipt of the Library's technical services specifications and will be reflective of the complexity of the Library's requirements.

Quality Control – Processing and Cataloging

Ingram allows for test orders at the beginning of the project. For Test One Processing and Cataloging, Ingram sends profiles and samples per binding type for Library approval. Test Two Processing and Cataloging is based on actual orders placed by the Library.

At the beginning of every shelf-ready project we audit 100% of all orders. This process continues until the Audit Team notifies Ingram Technical Services department leadership of the absence of all processing or cataloging errors. At that point, the project is removed from 100% audit. We can return a project to 100% audit for a specified period, should the need arise at any point in the project. All Library Technical Services associates routinely have two orders audited each week. New associates are 100% audited for their first 60 days.

Ingram's standards and quality control measures help to ensure that cataloging errors are rare. However, we understand every library's desire to maintain a database with only records accurate to your specifications. In the event an Ingram record is received by the Library that does not meet your specifications, Ingram will offer the Library credit for the cost of the record or offer to correct the error at no additional charge, whichever is most convenient for the Library. We will work with the Library at the beginning of the project to clearly define what constitutes an error and during the project to remedy reported errors quickly and accurately.

1. DISCOUNTS

Discount Percentage

- | | |
|---|---|
| 1. Trade books, which include fiction, miscellaneous non-fiction, juvenile, and which carry the full trade discount including paperback books of over \$10.00 publisher's list price (\$92,000 est.)* | Trade Hardcover 40.0%
Quality Paperback 40.60% |
| 2. Technical, scientific, and reference books; and textbooks normally classified as 'short discount' items (\$15,000 est.) | Shorts 6.0% |

3.	Books of a trade nature, published by smaller publishers; not listed in Trade List Annual (\$5,000 est.)	<u>University Press 15.0%</u>
4.	Books ordered in publisher's reinforced library bindings (\$15,000 est.)	<u>Library Bindings 18.0%</u>
5.	Mass paperbacks, popular titles in paper format having a publisher's list price of \$10.00 or less (\$5,000 est.)	<u>Mass Paperback 38.0%</u>
6.	Recorded books, CD's and DVD's software (\$15,000 est.)	Video Games 3.0% DVD 28.0% Music 18.0% Spoken Word Audio 44.0% Spoken Word Audio non-Trade 6.0%
	OR	
	All library materials - books, paperbacks, audio visual, computer software, etc. purchased	<u>N/A</u>
	Preprocessing of paperbacks purchased with reinforced plastic covers/laminate @	<u>\$2.25</u>
	Preprocessing of hardbacks with dust covers purchased with Mylar covers/jackets @	<u>\$0.87</u>

Discounts:

Trade Hardcover.....	40.0%
Quality Paperback	40.6%
Mass Market Paperback.....	38.0%
Library Bindings.....	18.0%
Small and University Press	15.0%
Short Discounted Titles	6.0% - 25.0%
Spoken Word Audio	0-44.0%
Spoken Word Audio non-Trade.....	6.0%
DVD/Blu-ray	28.0%
Music.....	18.0%
Video Games	3.0%
Net Titles	0.0%

* Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's

purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

Processing

Cataloging and Processing components not listed below are available at the current standard pricing in place at the time the option is added to your account profile. All materials are Ingram supplied, unless otherwise noted. Cataloging and Processing pricing is subject to change up to 3.0% with each term.

Mylar jacket, attached.....	\$0.87 per unit
Laminate.....	\$2.25 per unit

Definitions of Binding Types and Presses

Discounts are applied to the publisher's current list price. Prior to placing an order, the Library can determine estimated discounted pricing for an entire list by utilizing the *Price this List* feature on ipage.

In determining which titles receive less than full trade discounts, Ingram has utilized its best efforts to categorize books for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher's discount, and other factors as defined by the Definitions of Binding Types and Presses provided. Ingram reserves the right to be the sole and final determinant of the pricing category.

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs. *

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books may be identified as Library Bindings on ipage.

University Press: The binding types may vary for these titles (i.e., Hardcover and/or Paperback), but all are published by a University Press.

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes legal, technical, reference, scientific, medical, and graphic novel titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers

**Blackstone Publishing**

31 Mistletoe Rd.
Ashland, OR 97520
tel. (541) 488-6036
fax. (541) 482-9294

BlackstonePublishing.com

March 10, 2022

**Prescott Public Library
Attn: Roger Saft
Notice Requesting Proposals for Library Materials**

It is with great pleasure that Blackstone Audio, Inc. submits its proposal for consideration by the Prescott Public Library. We are confident that Blackstone's highly qualified staff, well equipped production facilities, and years of experience working with the public library market make us a prime candidate for this award. We currently work with thousands of public libraries in the United States and Canada supplying a wide range of audiobook on CD titles.

About Blackstone Audio:

Founded in 1987, Blackstone is a privately owned company currently employing 250 full-time staff. Incorporated in 1991 in the state of Oregon, Blackstone has worked for over 30 years to uphold our trusted global brand in audiobook publishing and production.

Blackstone's facilities include our headquarters in Ashland, Oregon, as well as satellite offices in New York City. Our studio facilities are equipped with world class equipment and engineered for the highest quality sound. Blackstone's main campus also houses dedicated sales, customer service, graphics, audio engineering, editing, duplication, packaging, and shipping departments, making it an all-inclusive partner for a variety of coordinated projects.

In addition to publishing, Blackstone is a turnkey production and distribution solution for outside partners, such as Harper Audio, Harlequin, Disney Press, Simon & Schuster, Recorded Books, Brilliance Audio, Bolinda, Naxos Audiobooks, Houghton Mifflin, Scholastic, Workman, Tantor, and more, producing high quality audio products from their content and providing comprehensive distribution, marketing, shipping, and customer service. Blackstone prides itself on the ability to nimbly adapt and scale its offerings to meet the varied needs of its partners and customers.



Blackstone Publishing

31 Mistletoe Rd.
Ashland, OR 97520
tel. (541) 488-6036
fax. (541) 482-9294

BlackstonePublishing.com

We appreciate your consideration. Please don't hesitate to ask for any further information that would assist in your contract award decision. Thank you for the opportunity to submit a proposal. We look forward to exploring our relationship with the Prescott Public Library.

Company Name and Proposed Contract Administrator Contact Information:

Blackstone Audio, Inc.

DUNS: 621433614

31 Mistletoe Road

Ashland, OR 97520, USA

Craig Mears, National Sales Manager

Craig.mears@BlackstoneAudio.com

(612) 309-9328



Blackstone Publishing

31 Mistletoe Rd.
Ashland, OR 97520
tel. (541) 488-6036
fax. (541) 482-9294

BlackstonePublishing.com

March 10, 2022

**Prescott Public Library
Attn: Roger Saft
Notice Requesting Proposals for Library Materials**

Blackstone Audio List of Publishers

Recorded Books
Hachette
Harper Collins
Harlequin Audio
Penguin Random House
Brilliance
Simon & Schuster
Scholastic
Tantor
Highbridge
Macmillan Audio
Naxos
Bolinda Audio
Graphic Audio

NOTICE REQUESTING PROPOSALS FOR THE SUPPLY OF LIBRARY MATERIALS

The City of Prescott invites proposals for the furnishing and delivery of LIBRARY MATERIALS for the Prescott Public Library for a period of three (3) years from date of award. The successful vendors shall grant to City the right to an option to renew the agreement for two (2) successive terms of one year each. Proposals are to be based on requirements for library materials for the Prescott Public Library for this period. The Prescott Public Library FY2023 budget is expected to be \$147,000 for library materials (not including downloadable materials). The stated amount is an approximate figure and in no way binds the City of Prescott to purchase any firm or guaranteed amount.

The City will issue purchase order(s) to that supplier(s) who, in the sole judgment of the City of Prescott, will provide the 'best buy' as measured by the best discount in conjunction with compliance with all specifications and with a thoroughly acceptable and excellent level of service as evaluated by the City library director.

For purposes of comparison, and to determine which vendor(s) will be able to supply the greater variety of books ordered, proposers would supply a complete list of publishers' imprints handled or provide an indication of the number of publishers routinely carried.

The City reserves the right to reject any and/or all proposals when, in the City's sole discretion, it is in the City's best interest to reject said proposals.

DESCRIPTION: Books must conform to recognized standards as regards quality of paper, printing, and binding.

Discount shall be based on the publishers' list price, not freight pass-through price. Proposers shall quote discounts on five categories of books, as follows or as a firm all-inclusive discount for all materials, and on plastic covers for paperbacks and hardbacks, if available.

	<u>Discount Percentage</u>
1. Trade books, which include fiction, miscellaneous non-fiction, juvenile, and which carry the full trade discount including paperback books of over \$10.00 publisher's list price (\$92,000 est.)*	_____
2. Technical, scientific, and reference books; and textbooks normally classified as 'short discount' items (\$15,000 est.)	_____
3. Books of a trade nature, published by smaller publishers; not listed in Trade List Annual (\$5,000 est.)	_____
4. Books ordered in publisher's reinforced library bindings (\$15,000 est.)	_____

5. Mass paperbacks, popular titles in paper format having a publisher's list price of \$10.00 or less (\$5,000 est.)

6. Recorded books, CD's and DVD's software (\$15,000 est.)

20% Discount, all Publishers. 30% discount for Recorded Books titles

All library materials - books, paperbacks, audio visual, computer software, etc. purchased

Preprocessing of paperbacks purchased with reinforced plastic covers/laminate @

Preprocessing of hardbacks with dust covers purchased with Mylar covers/jackets @

***Bracketed amounts are estimated distribution of library's materials budget (not including downloadable materials).**

DELIVERY: Proposal will be for books delivered F.O.B. destination, Prescott Public Library, 215 E. Goodwin Street, Prescott, Arizona, 86303. Vendor will be responsible for all shipping charges. Orders for books will be placed as required, and any quantity of books designated must be delivered. Proposer agrees to pay transportation charges on return of imperfect books or books or titles not as ordered, and replace same at no further charge to the City. The transportation charges on returned materials will be reimbursed by vendor in the form of a credit to be used by the City against the next payment to Proposer.

For published materials, deliveries must be made within two (2) weeks of release of order for at least seventy-five percent (75%) of the books released. Materials ordered prepublication must arrive by publication date. Items remaining unfilled up to three hundred and sixty (360) days after original release or order are automatically canceled, and if delivered thereafter may be automatically returned to Proposer at Proposer's expense, based on the proposers ordering systems abilities. Transportation charges on returned items will be reimbursed in the form of a credit to be used by the City against the next payment to Proposer.

The following types of books may be excluded from ordering under this agreement, but if ordered from the supplier the appropriate discount shall apply: encyclopedias, dictionaries, yearbooks, out-of-print books, foreign publications, continuations, subscriptions, publications by obscure or little-known publishers; books which cannot be supplied in a publisher's 'library binding' of acceptable quality and which require better than trade binding; publications of the H.W. Wilson Company, R.R. Bowker, and the American Library Association, and other primary sources determined by the library.

ELECTRONIC ORDERING: The Prescott Public Library utilizes the SirsiDynix Symphony Acquisitions Module with the X-12 format. Proposer must be able to accept orders electronically according to the following specifications and be compatible with our acquisitions system.


Notice Requesting Proposals – Library Materials Specifications

Page 2



Sole Source Procurement

Request for Exception to the Competitive Procurement Process

Requestor's Name	Department/Division	Phone Number	Date
Amber Lillie	Library	928-777-1504	04/20/2022
Type of Exception			
<input type="checkbox"/> Professional or specialized service <small>Section 1-27-16 of the Procurement Code</small>	<input type="checkbox"/> Emergency procurement <small>Section 1-27-10 of the Procurement Code</small>	<input checked="" type="checkbox"/> Sole source procurement <input type="checkbox"/> Brand (OEM Required)	<input type="checkbox"/> Cooperative procurements <small>Section 1-27-9 of the Procurement Code</small>
<input type="checkbox"/> Situation where solicitation of bids or proposal would be impractical, unavailing, or impossible.		<input type="checkbox"/> Agreements negotiated by the City Attorney or Risk Manager in settlement of a claim of litigation or threatened litigation are exempt from the provisions of this chapter.	
<input type="checkbox"/> Other (specify):			
Description of Goods or Services to be Purchased			
Gale Cengage provides large print books and reference materials.			
Per section 1-27-10 of the City's procurement code, please document why there is only one source for the required material or service, including : <ul style="list-style-type: none"> • Why no other type of material or service will satisfy the needed of the City; and • Why a specific material or service must be purchased to the exclusion of others; and • What were the specific efforts made to determine the availability of any other source. 			
Gale is the sole publisher of Gale publications, which includes Macmillan Reference USA, Twayne Publishers, Charles Scribner's Sons, Greenhaven Press, Lucent Books, KidHaven Press, Blackbirch Press, UXL, and Thorndike Press (Large Print) imprint lines.			
Financial Information			
Estimated Cost:	Organization:	Object:	Project:
\$ 20,000	1004405	8245	
Vendor Information			
Vendor Name:	Gale Group Cengage Learning Inc.		
Vendor Number:	3008	Phone:	800-223-1244x27515
Contact:	Lisa Wilson	Fax:	
Address	10 Water St. Suite 310 Waterville, ME 04901		
Email:	lisa.wilson@cengage.com	Website:	www.gale.com
Review and Approval			
Department Head:			Date: 20 APR 22
City Manager:			Date:



Sole Source Procurement

Request for Exception to the Competitive Procurement Process

Requestor's Name	Department/Division	Phone Number	Date
Amber Lillie	Library	928-777-1504	04/20/2022
Type of Exception			
<input type="checkbox"/> Professional or specialized service <small>Section 1-27-16 of the Procurement Code</small>	<input type="checkbox"/> Emergency procurement <small>Section 1-27-10 of the Procurement Code</small>	<input checked="" type="checkbox"/> Sole source procurement <input type="checkbox"/> Brand (OEM Required)	<input type="checkbox"/> Cooperative procurements <small>Section 1-27-9 of the Procurement Code</small>
<input type="checkbox"/> Situation where solicitation of bids or proposal would be impractical, unavailing, or impossible.		<input type="checkbox"/> Agreements negotiated by the City Attorney or Risk Manager in settlement of a claim of litigation or threatened litigation are exempt from the provisions of this chapter.	
<input type="checkbox"/> Other (specify):			
Description of Goods or Services to be Purchased			
OverDrive, Inc. is a digital distributor of downloadable content, including eBooks, audiobooks, and magazines.			
Per section 1-27-10 of the City's procurement code, please document why there is only one source for the required material or service, including : <ul style="list-style-type: none"> • Why no other type of material or service will satisfy the needed of the City; and • Why a specific material or service must be purchased to the exclusion of others; and • What were the specific efforts made to determine the availability of any other source. 			
The Yavapai Library Network has subscribed to OverDrive, Inc. as the network's digital distribution vendor since 2007. Due to the Prescott Public Library's agreement with the YLN, OverDrive is the only vendor of downloadable content able to make these materials available via the library circulation model.			
Financial Information			
Estimated Cost:	Organization:	Object:	Project:
\$ 80,000	1004405	8245	90007
Vendor Information			
Vendor Name:	OverDrive, Inc.		
Vendor Number:	704	Phone:	216-573-6886x1299
Contact:	Abbey Patton	Fax:	216-573-6889
Address:	PO BOX 72117, Cleveland, OH 44192-0002		
Email:	apatton@overdrive.com	Website:	https://marketplace.overdrive.com/
Review and Approval			
Department Head:			Date: 20 APR 22
City Manager:			Date:

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **05-10-22**

DEPARTMENT: **Information Technology**

AGENDA ITEM: Approval of City Contract No. 2022-209 with CentralSquare Technologies in an Amount not to Exceed \$169,779.79 for Community Development Software Support & Maintenance using Yuma County Contract MX-M753N Pricing. Funding is Available in Various Funds.

ITEM SUMMARY

This is a yearly budgeted item for software support and maintenance with CentralSquare Technologies Community Development software.

BACKGROUND

CentralSquare Community Development software is used by Community Development and Public Works for activities related to building and construction activities - permitting, inspections, plan review, planning and zoning, and code enforcement.

Community Development allows various departments at the City of Prescott to collaborate on the tasks required to take a building or construction permit from the point of request to an approved and completed item.

Community Development also includes an online element that allows the public and contractors to apply for permits, schedule inspections, view the status of an item in our processes, and interact with City staff without needing to physically come down to a City of Prescott facility.

We are entering our third year of CentralSquare Community Development usage and we will be transitioning this software to a cloud environment in calendar 2022.

Migrating Community Development as a piece of software to the cloud is a small cost increase (under \$10,000 per year) and unlocks various IT architectural and feature avenues due to CentralSquare basing new development of this software around the cloud version of it which has some fundamental

advantages compared to on-premise hosting of this software with respect to mobile and remote access to the application.

FINANCIAL IMPACT

This is a budgeted expense cost recovered from various funds based on users of the software:

- 35 percent from the General Fund
- 65 percent in total from Public Works

The cost of this item for fiscal year 2023 is a 5 percent increase of the FY22 cost which falls under the terms of the contract we negotiated with CentralSquare as part of our move to this software.

Recommended Action:

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **05-10-22**

DEPARTMENT: **City Manager**

AGENDA ITEM: Legislative Update.

ITEM SUMMARY

Update on the 2022 legislative session.

BACKGROUND

Each Council meeting, staff updates the Council on the legislative proceedings of the state and discusses potential bills of interest.

FINANCIAL IMPACT

No fiscal impact.

Recommended Action: This item is for discussion only. No formal action will be taken.

**COUNCIL AGENDA MEMO****MEETING TYPE/DATE: VOTING MEETING 05-10-22****DEPARTMENT: City Manager****AGENDA ITEM: Adoption of Ordinance No. 2022-1795 Authorizing the Sale of Real Property to Founding Fathers Properties LLC.****ITEM SUMMARY**

This is the sale of City real property located at 215 & 223 N. McCormick Street, Prescott, AZ 86301 (APN 113-15-010 at a total of .46 acres) to Founding Fathers Properties LLC. With approval of this item, the City Council hereby accepts the Agreement For Sale of City Real Property dated May 10, 2022 and agrees to sell and transfer said property to Founding Fathers Properties LLC (Buyer), pursuant to the terms and conditions as set forth therein, for the sale price of \$466,000.00 plus Buyer is to pay all closing/escrow costs. Title to the real property shall vest in the Buyer to the same limitations, restrictions, and estates as exist on the land.

BACKGROUND

Per City Code Article VIII (Sale of City Property), Section 12 the City published a notice of sale once per week, for three weeks, prior to opening of bids. Three bids were submitted and Founding Fathers Properties LLC was the successful bidder. Their bid offer of \$466,000.00 plus all closing/escrow costs is provided in the attached Agreement for Sale of City Real Property.

FINANCIAL IMPACT

The sale of the property is for \$466,000. Proceeds from the sale will be deposited into the General Fund. Per Council direction, the proceeds will go towards paying down the New City Hall internal loan.

Recommended Action: MOVE to adopt Ordinance No. 2022-1795**ATTACHMENTS**

1. [Sales Agreement.pdf](#)
2. [Exhibit A.pdf](#)

3. [Exhibit B.pdf](#)

4. [Ordinance No. 2022-1795.docx](#)

**When recorded, mail to:
City of Prescott
City Clerk
201 S Cortez St
Prescott, Az. 86303**



CITY OF PRESCOTT
AGREEMENT FOR SALE OF CITY REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, dated this day of ____, _____, 2022, by and between the **CITY OF PRESCOTT**, an Arizona municipality (hereinafter referred to as "City") and _____, residing at 215 & 223 N. McCormick Street Prescott, AZ 86301 (hereinafter referred to as "Buyer").

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

- 1) City agrees to sell and convey to the Buyer, and Buyer agrees to purchase from the City, the real property described in Exhibit "A".
- 2) The total purchase price for the real property is four hundred sixty-six thousand dollars and no cents (\$466,000.00), payable at the closing.
- 3) Buyer agrees that within five (5) years from the date of the close of escrow Buyer will have completed in its entirety the mixed-use development project as described in Exhibit "B," or as amended, and ultimately approved by the City (hereinafter referred to as the "Final Concept"). If the Buyer fails to complete the Final Concept within five (5) years from the date of the close of escrow, the Buyer agrees to pay the City an amount of fifty dollars and no cents (\$50.00) per day, as liquidated damages, until the Final Concept is completed. In the event the Buyer fails to complete the Final Concept within such five (5) year period, the City represents, warrants, acknowledges, and agrees that (a) the City's losses, damages, costs, and/or expenses are uncertain and are difficult to accurately estimate, (b) the foregoing amount represents a reasonable estimate of the City's losses damages, costs, and expense, and (c) the City waives and releases all other claims to all other losses, damages, costs, and/or expenses, whether compensatory, punitive, or otherwise. If the general contractor for the Final Concept certifies in writing to the City, and the City agrees in writing, that more than forty percent (40%) of the Final Concept has been completed as of the end of such five (5) year period, then the parties agree to amend this Agreement in writing to extend the Agreement and to forego the foregoing liquidated damages.
- 4) Buyer agrees that at the end of three (3) years from the date of the close of escrow, the Buyer will provide to the City a written report on the progress of the Final Concept and

provide documentation that demonstrates the Final Concept will be completed within five (5) years after the date of the close of escrow.

- 5) The City understands the Buyer will present a concept for the mixed-use development project for approval by the City. This concept will propose a possible 5-story project. Notwithstanding the foregoing, the City and the Buyer acknowledge and agree that the foregoing concept may not represent or be indicative of the Final Concept. Buyer understands and agrees that any height variance requested will need to obtain all lawful variances as required by City codes and that this Agreement in no way guarantees a height variance.
- 6) If the concept is not approved by the City and fails to become the Final Concept, the Buyer gives the City the right of first refusal to purchase the real property at the sales price contained in this Agreement (\$466,000.00). Such right will exist and be exercisable by the City for a period of sixty (60) calendar days from the date that immediately follows the date on which the City failed to approve such concept.
- 7) The City warrants that the City is the owner of a good and fee simple title to the property herein sold, free and clear of all liens and encumbrances.
- 8) In order to effectuate the terms of this Agreement, the City and Buyer shall promptly execute and deliver any and all documents required by the Title/Escrow Company.
- 9) The closing of escrow shall be at a Title Company designated by the City not more than 60 days after approval of this Agreement by the Prescott City Council (the "Closing Date"). On the Closing Date, Buyer shall make payment as provided in Section 2 of this Agreement to the City. The Buyer shall pay all Title, Escrow, recording, and transfer taxes and fees, and any and all closing costs not hereinbefore specified.
- 10) Buyer purchases the property "as-is", "where-is", and with all faults.
- 11) City makes no representation as to the environmental condition of the property.
- 12) Title to the real property shall be conveyed from the City to the Buyer by a Special Warranty Deed.
- 13) Buyer understands that the foregoing sets forth the entire agreement between the parties and that no agent or representative of Buyer has any authority to change or modify this agreement in any manner, or to make any agreement or representation on behalf of the Buyer not set forth herein.
- 14) Pursuant to A.R.S. §38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. 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 contract on behalf of the City from any other party to the contract, arising as a result of this contract.

- 15) This Agreement is subject to the approval by the Prescott City Council by an Ordinance authorizing the sale of the real property contemplated herein.
- 16) All notices to the City shall be sent to: City of Prescott, c/o City Clerk, 201 S. Cortez St, Prescott, Arizona 86303, with a copy to the City Manager, 201 S. Cortez St, Prescott, Arizona 86303.
- 17) All notices to the Buyer shall be sent to: 1951 Estrella Road, Prescott, AZ 86305.

DATED THIS ____ Day of _____, 2022.

Buyer: _____

By: _____

Printed Name _____

State of Arizona)
) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executes it.

[Seal]

Signature _____

My commission expires:

Buyer: _____

By: _____

Printed Name _____

State of Arizona)
) ss.
)

The foregoing instrument was acknowledged before me this ____day of _____, 2022, by _____, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executes it.

[Seal]

Signature _____

My commission expires:

City: CITY OF PRESCOTT, an Arizona municipality

By: _____
PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP
City Clerk

MATTHEW PODRACKY
Interim City Attorney

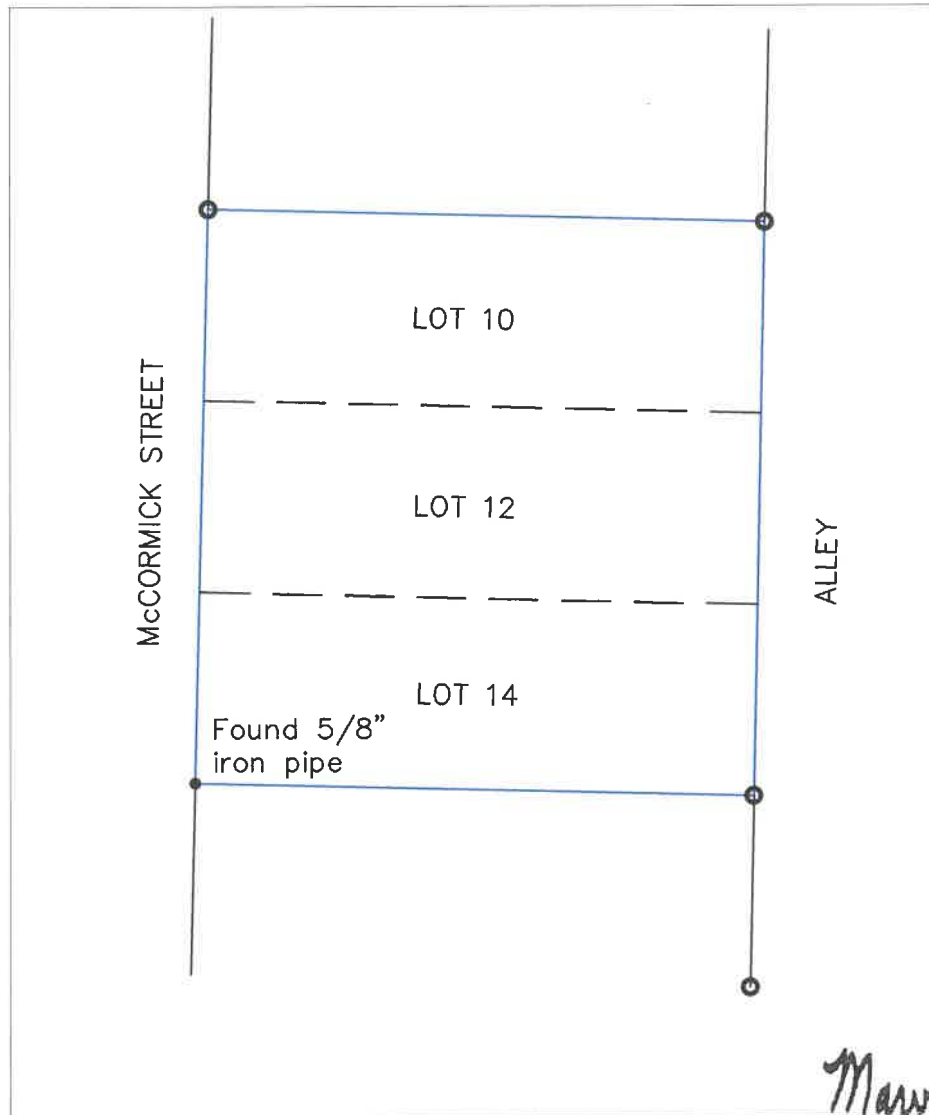
EXHIBIT “A”

[Legal description]

EXHIBIT “B”

[Mixed-Use Development Project] See Following Pages

EXHIBIT A



Marvin G. Lovlein



- DENOTES FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED RLS 13941

LEGAL DESCRIPTION:

LOTS 10, 12, AND 14, BLOCK A, CITY OF PRESCOTT, ACCORDING TO THE PLAT OF RECORD, IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, IN BOOK 4 OF MAPS, PAGE 22.



CITY OF PRESCOTT PUBLIC WORKS

DATE: 7/28/2021

EXHIBIT 'A'

DRN. BY: MGL

APN NO. 113-15-010 & 113-15-008

REV: 1

#215 McCormick Street

SHEET NO: 1 OF 1

McCormick St. Market

A Mixed Use Development Project
215 N. McCormick St. Prescott, AZ



McCormick St. Market will be a mixed use environment that welcomes the community to LIVE, WORK, & PLAY within its walls. An analysis of the current structure located at 215 N. McCormick revealed that the cost to repair the building and bring it up to current building code compliance far out-paced any effective use that a business could get out of the space. For this reason it was determined that the highest and best use for the land would be to demo the current structure and build a new concept that would bring value to Downtown Prescott and provide a long lasting positive economic impact to the community. McCormick St. Market aims to join the Granite Creek Revitalization Project in bringing new life to this overlooked section of town.

Building Space Overview:		
Total Developed Structure:	-	71,134 s/f
Total Conditioned Space:	-	29,698 s/f
Exterior Decks:	-	5,256 s/f
Total Parking -	91 Spaces	- 36,180 s/f

Building Use Overview:		
Brewstillary/Tasting Room:	-	7,860 s/f
Food Hall:	-	7,035 s/f
Loft/Rentals:	-	7,193 s/f
Co-Work Office Space:	-	6,640 s/f
Rooftop Bar:	-	3,090 s/f
Total Leasable Space:	-	31,818 s/f



OVERVIEW

PROJECT SUMMARY

McCormick St. Market is being proposed by two Prescott natives and childhood friends, Grant Quezada and Jesse Burke. After moving away, building their families, and their careers, they found themselves back in their hometown seven years ago. With a deep love for Prescott they have a desire to spend their combined passions, skills, and resources to preserve what is great about this community and to leave it a better place for their children. McCormick St. Market will be the sister site to Founding Fathers Collective where Grant and Jesse have already poured over four million dollars into the restoration of the building at 218 N. Granite St, leading the way in revitalizing 270 feet of the Granite Creek Corridor, opening five new vibrant and growing companies, and becoming one of Downtown Prescott's largest employers with over 60 employees. If this property is awarded to them they will pour the same energy into this infill project, bringing yet more life to the Granite Creek Corridor, and transforming this abandoned lot into a gem that the community will be proud to call their own.



Awards and Recognitions

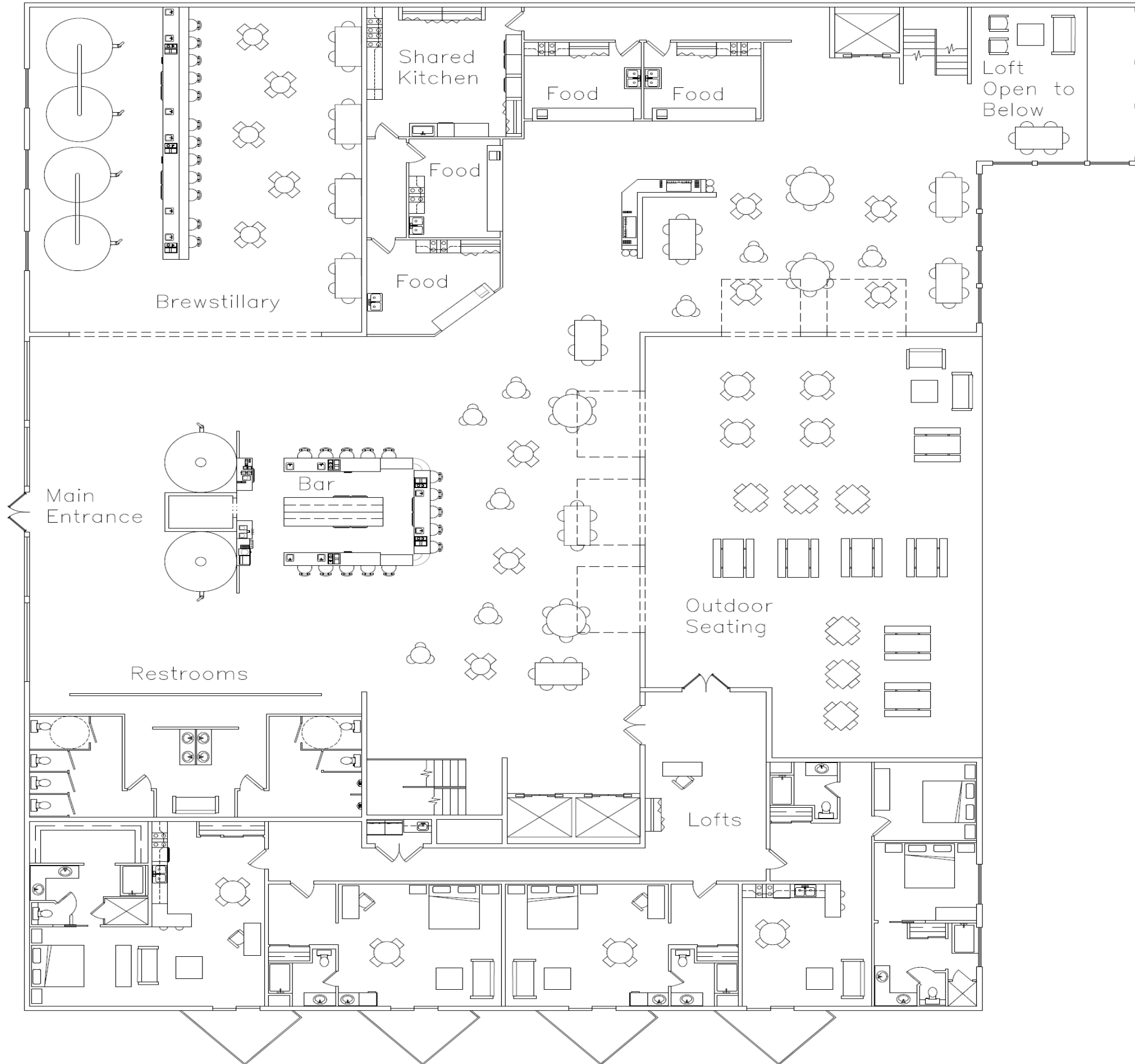
Owners

- **Prescott Area Young Professionals - Visionary Award (Burke:'17, Quezada:'18)**
- **Prescott Area Leadership - Man of the Year (Burke:'19)**
- **Prescott Living - 40 under 40 (Burke/Quezada:'20)**
- **Prescott Living - Men of Influence (Burke/Quezada:'21)**

Company

- **Salon Today - Top 10 Salons in United States, '21**
- **Quad Cities - Best Barbershop, '17-'21**
- **Quad Cities - Best Bar, '21**
- **Prescott Now - Best Taproom, '21**
- **NACOG - Chairman's Award "Best Small Business", '18**

McCormick St.



Founding Fathers



Granite Creek

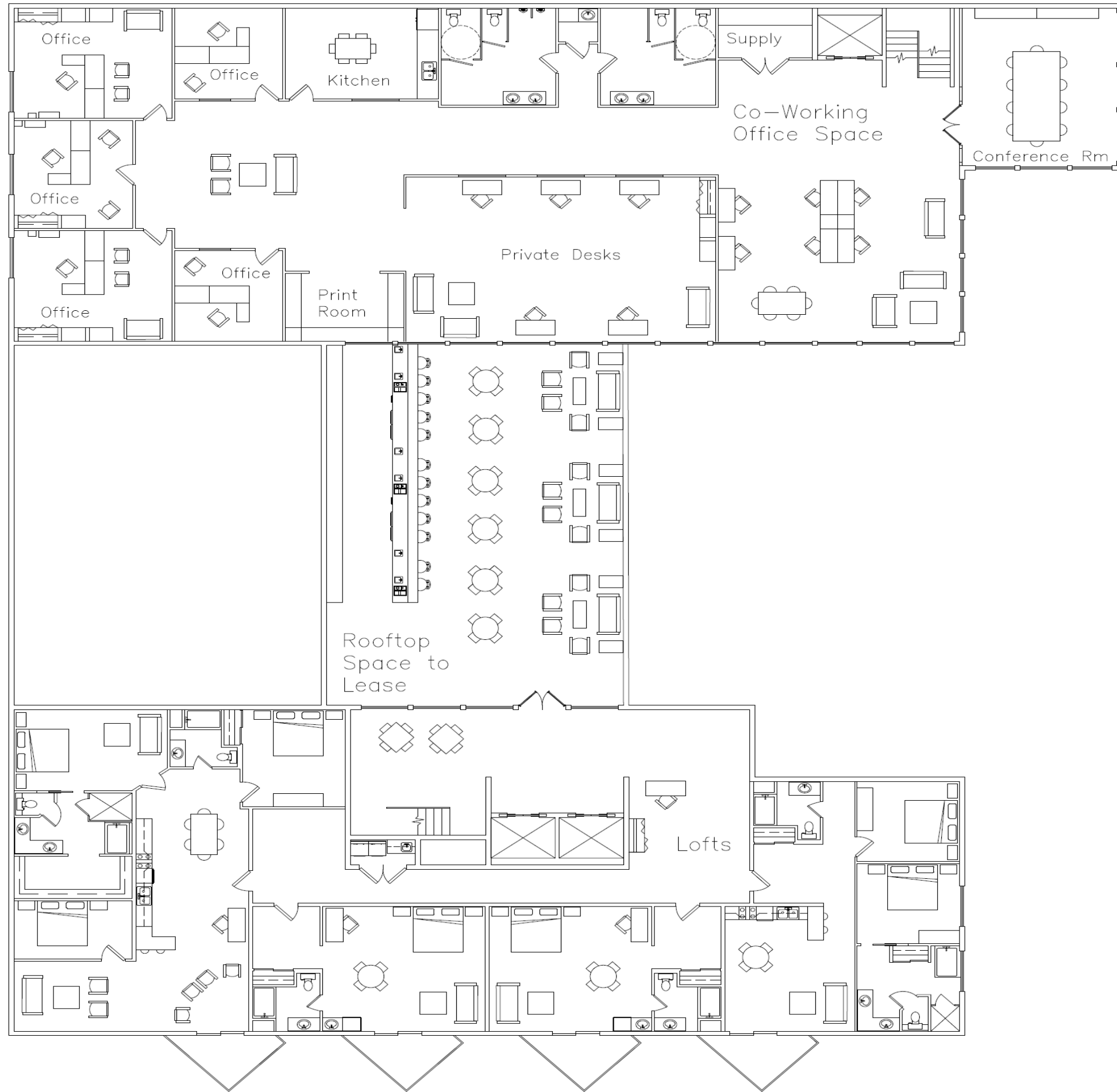
Downtown



FLOORPLAN

MAIN LEVEL

McCormick St.



Founding Fathers

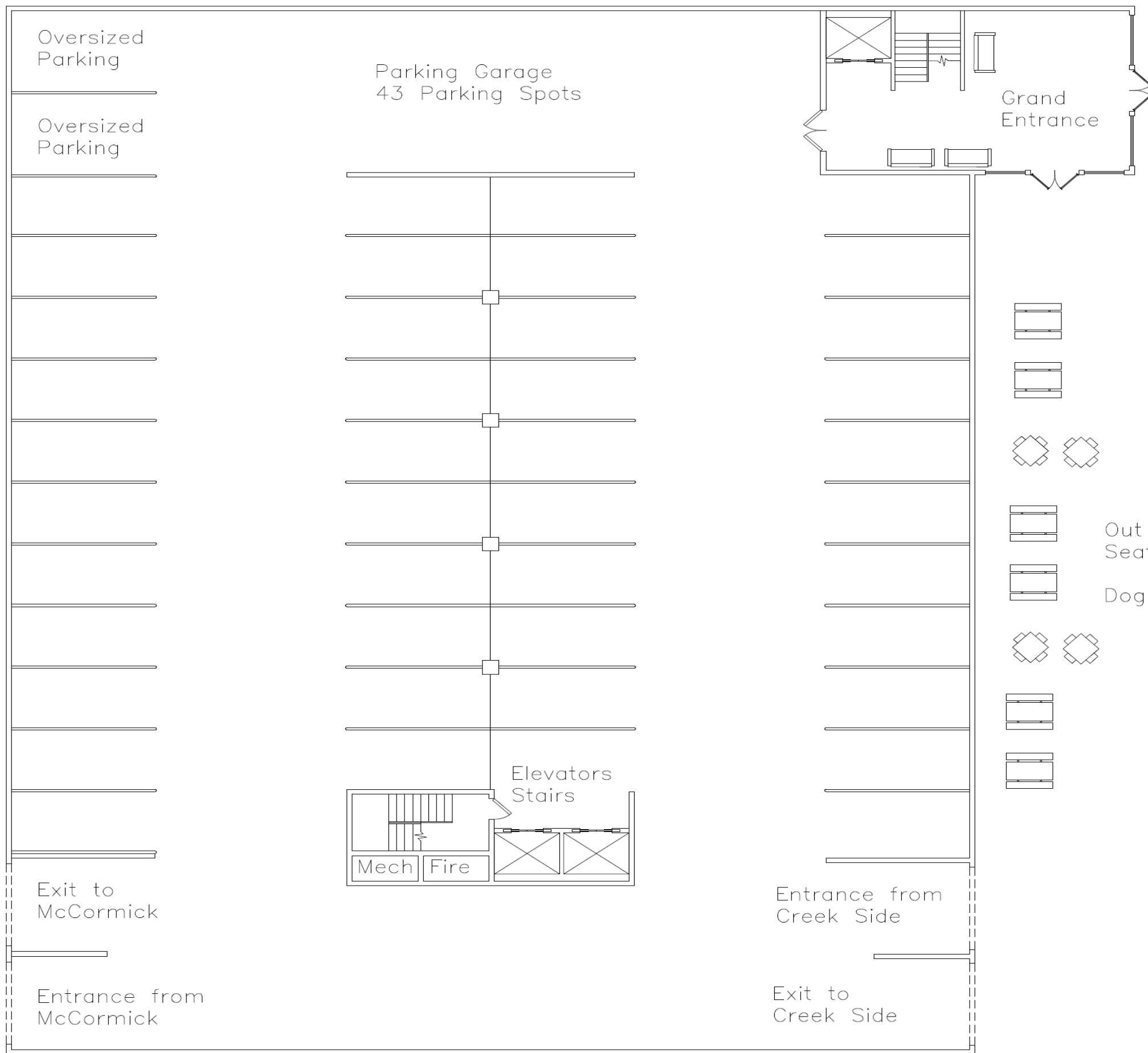
Granite Creek

Downtown

FLOORPLAN

UPPER LEVEL

McCormick St.



Founding Fathers
→

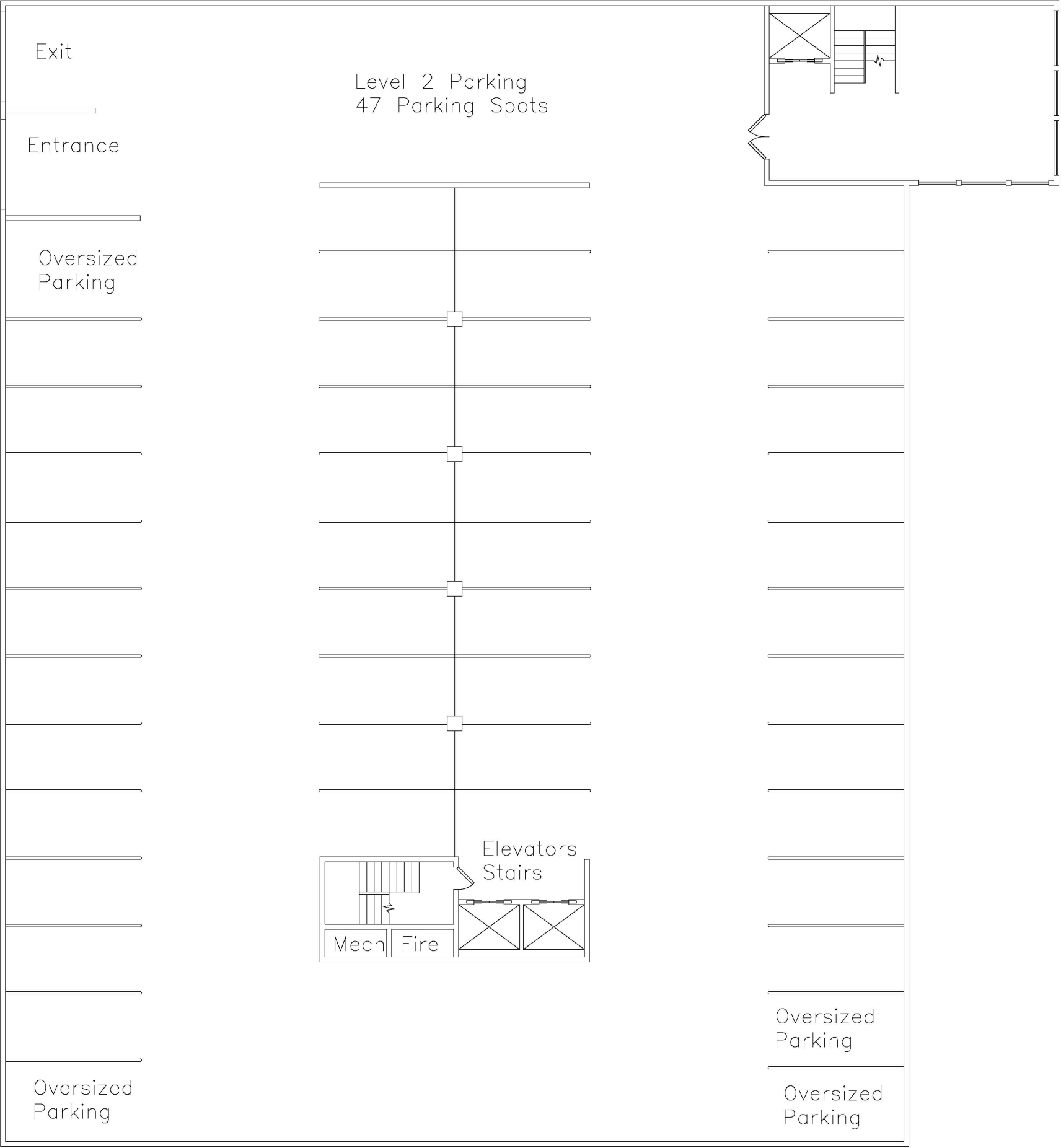
Granite Creek

Downtown
↘

FLOORPLAN

PARKING: L1

McCormick St.



Founding Fathers
→

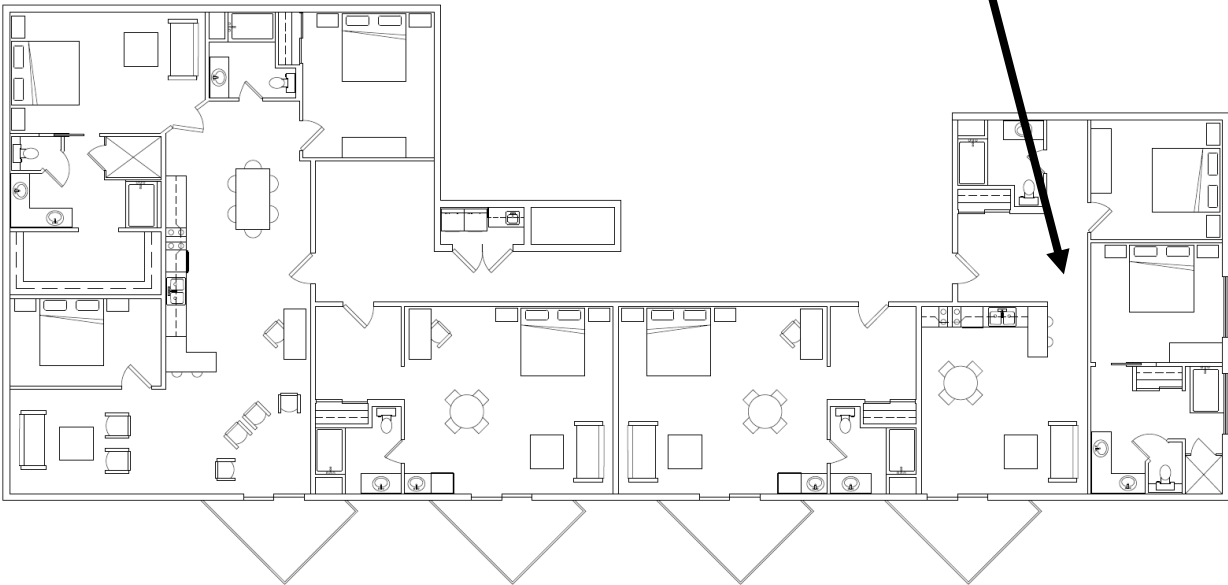
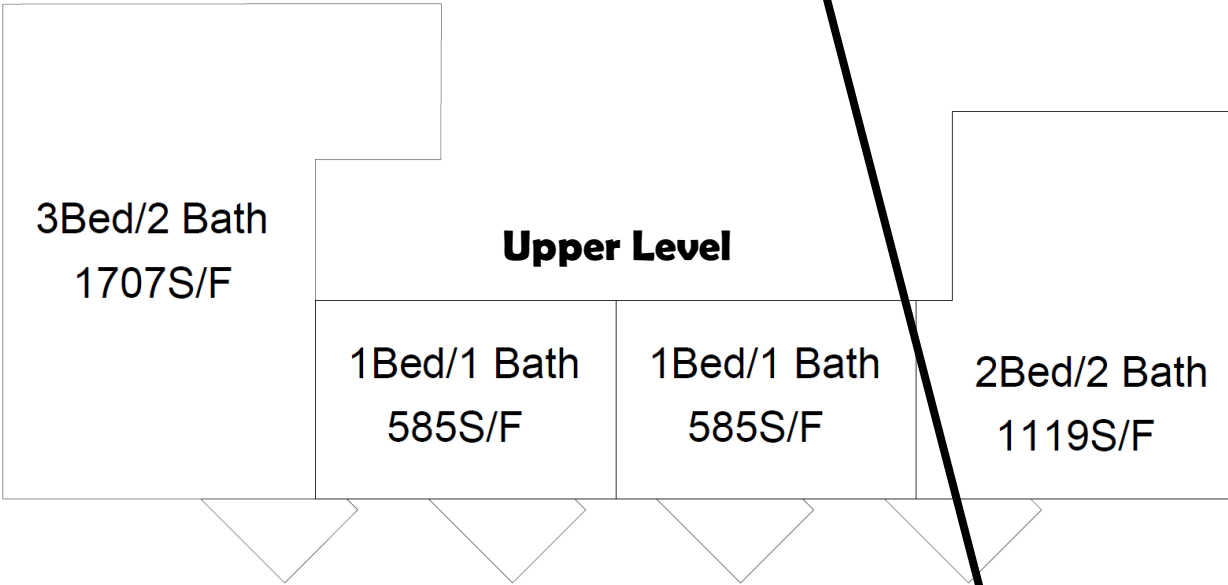
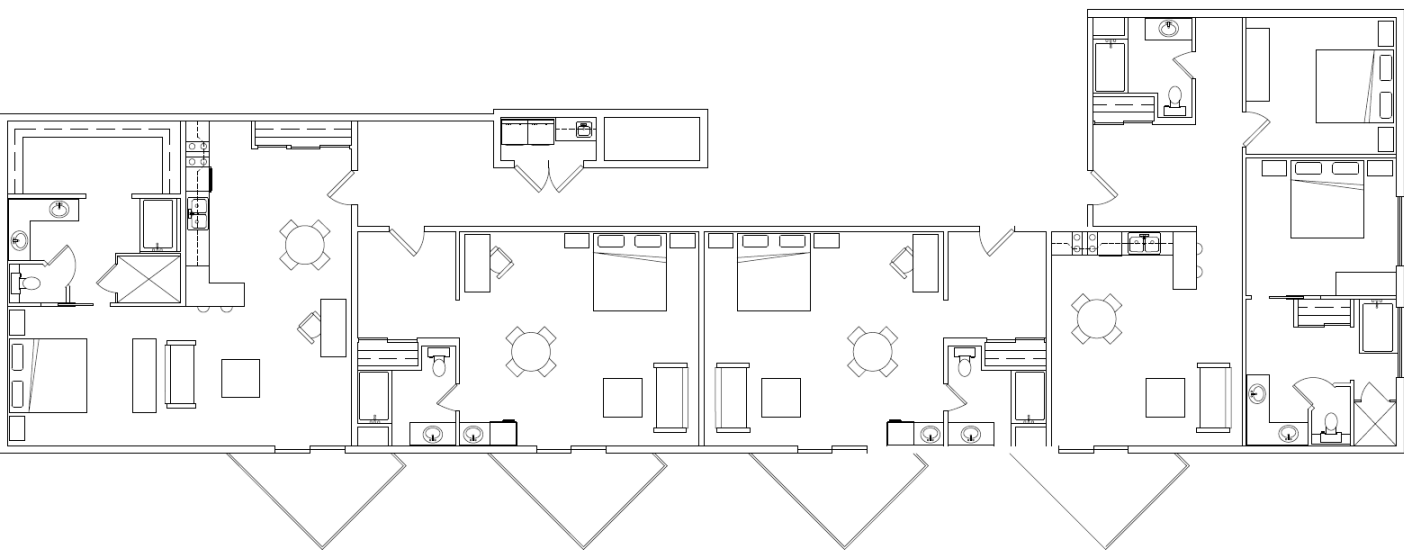
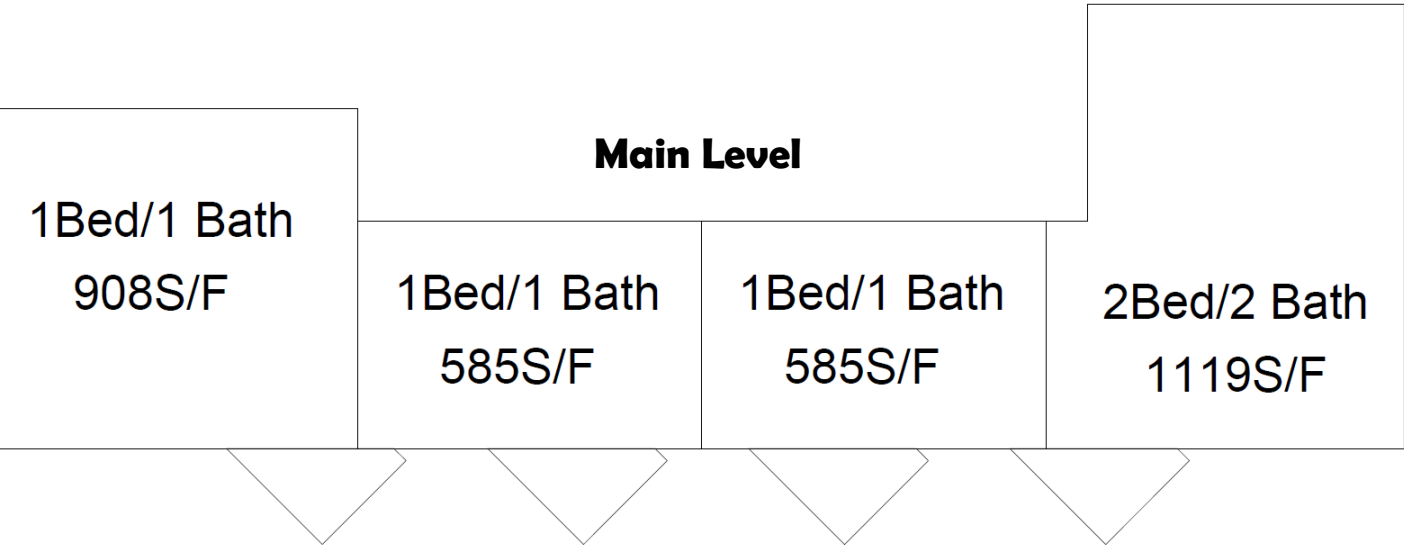
Granite Creek

Downtown
↘

FLOORPLAN

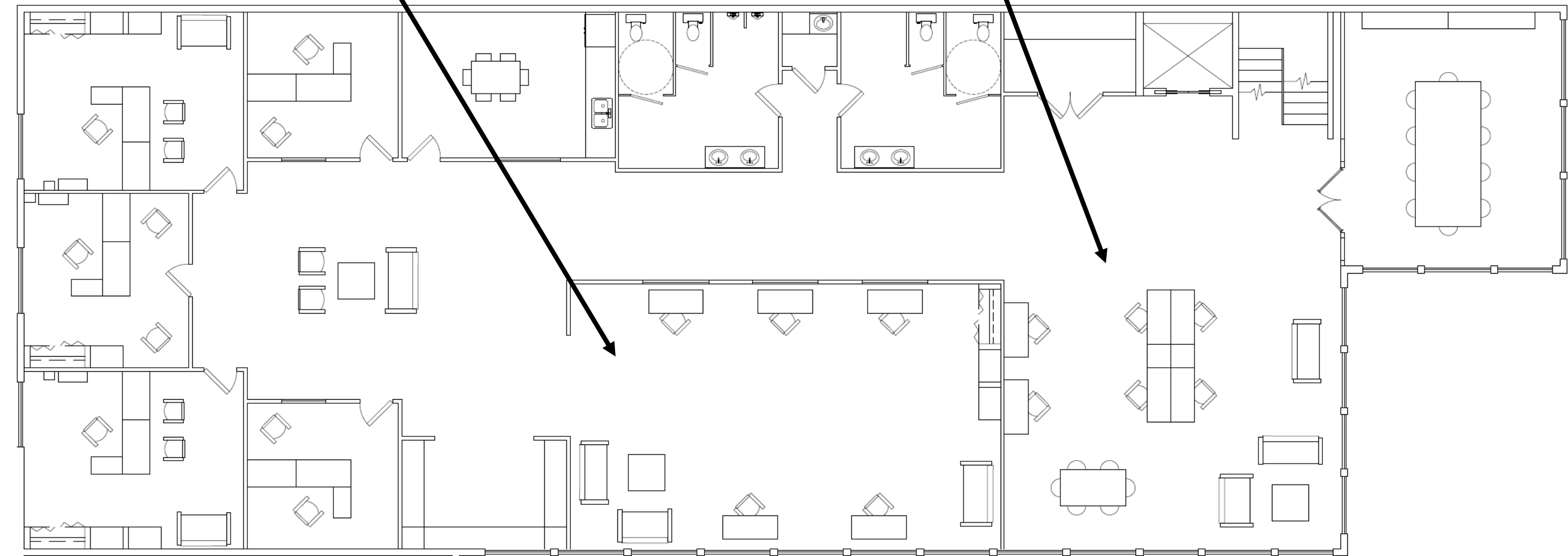
PARKING:L2

In order to bring *life* to an area you have to bring *lives* to that area. We believe that a staple of Downtown’s future health will be dependent on its ability to create spaces where people want to and are able to live. McCormick St. Market is seeking to lead the way in creating a mixed use structure that becomes home to people on either a short-term or long-term basis.



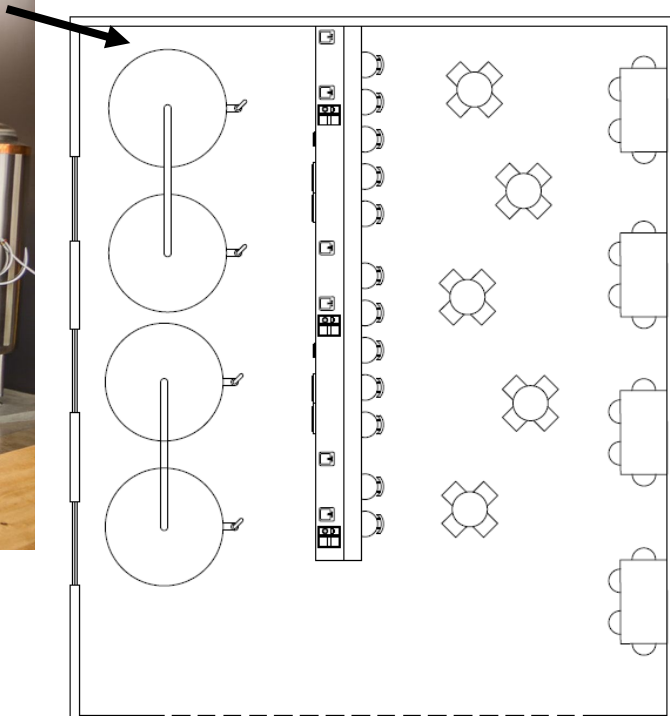


The pandemic has changed how both businesses and professionals view the office. There already is, and will be an ever steady growing demand for shared office spaces. McCormick St. Market seeks to fill this need by creating a tech forward co-working space that will appeal to young and seasoned professionals alike.

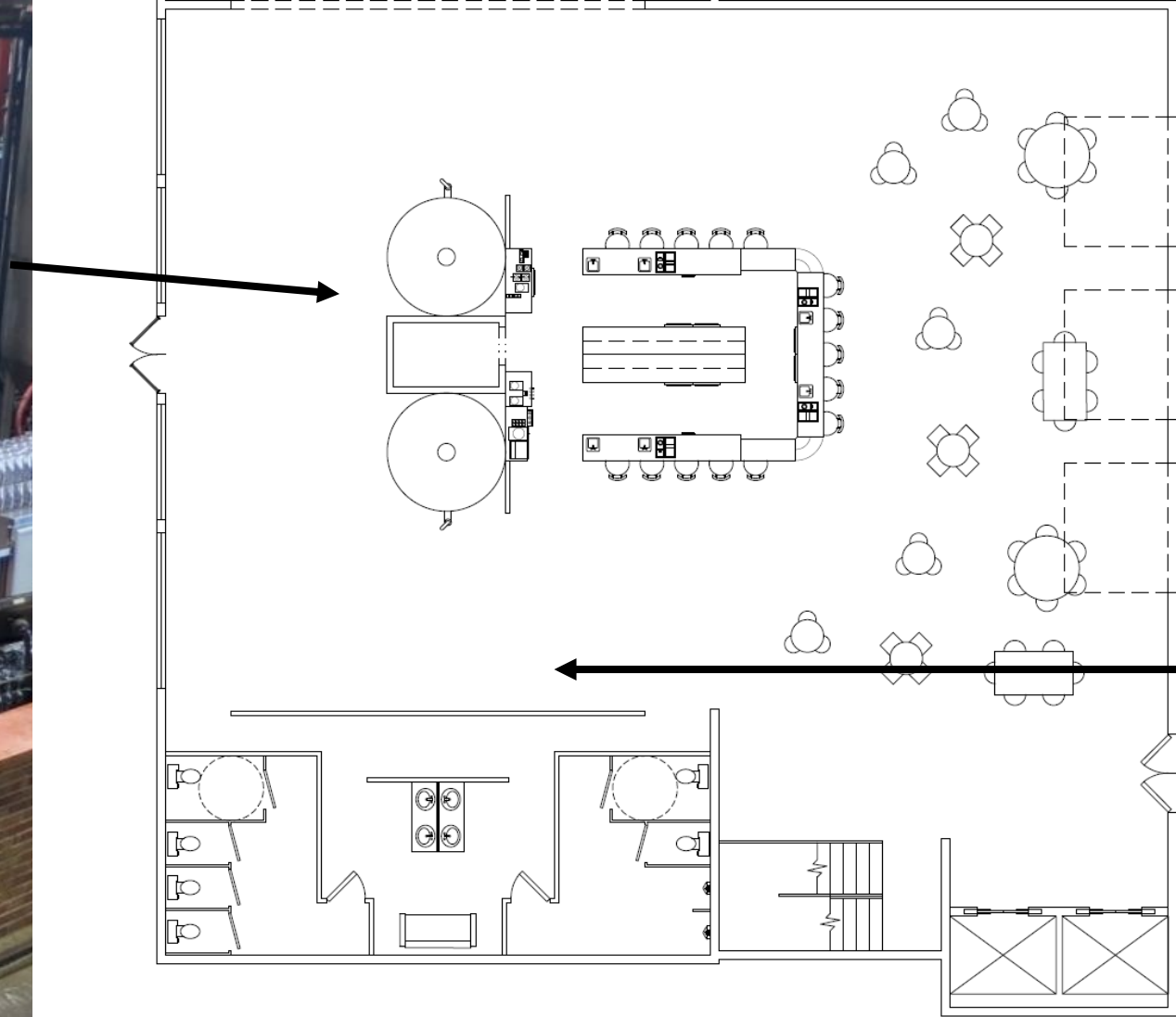


WORK

CO-WORK OFFICES



Maximizing space by combining a full functioning brewery, distillery, and tasting room, McCormick St. Market hopes to join the other local breweries that already have a great tradition of crafting great drinks for our community.

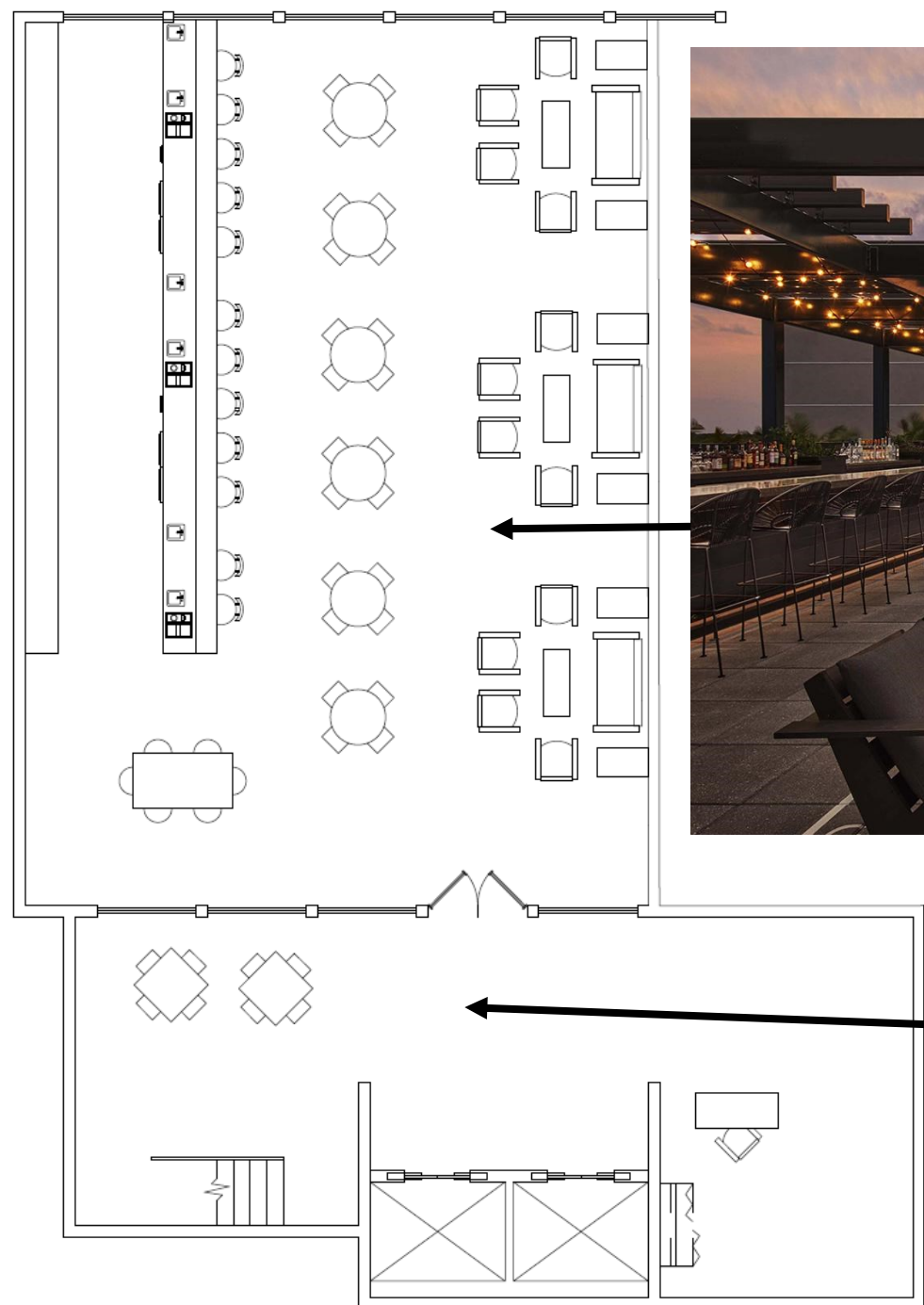


PLAY

BREWSTILLARY / TASTING ROOM

With a single commissary kitchen that services a wide variety of smaller eating establishments, Food Halls are a growing and successful trend that is sweeping the food and beverage industry. With plenty of indoor and outdoor seating this will further establish Prescott as a foodie destination.





Nestled against Sacred Heart Hill this rooftop bar will stay warm with plenty of sunlight all day long and will offer stunning panoramic views of the lights of Downtown Prescott every night. It will be the prefect place to unwind for both residents of the building and for professionals before heading home for the day.



ROOFTOP BAR

PLAY

Founding Fathers Collective was built on the principles of Community, Connection, and Care. As its sister site, McCormick St. Market hopes to take these principles and live them out to the next level. One of the ways we are doing this is by bringing several of Prescott's key stakeholders to the table and asking them to join us in truly making this a community project. We believe great things happen when you combine the skills, knowledge, and passions of people around a common goal. Our Board of Advisors represent some of the best minds Prescott has to offer and they are excited to join us in building something that represents our community well. Together we plan on making McCormick St. Market a successful legacy that we can pass on to the next generation of Prescottonians, both those that will grow up here and the many who will continue to fall in love with this place and decide to join us in making this everyone's home town.

Board of Advisors

Chris Blight

Anthony Buono

Brad Christiansen

Mike Fann

Don Nottke

John Palme

Chris Blight

A resident of Arizona since 1985, Chris is proud to be a Wildcat graduating from the University of Arizona in 2001 with a BS in Accounting and Finance. His business career began as a financial analyst and cost accountant with Raytheon Missile Systems.

After completing his MBA from U of A in 2007, Chris and his family moved too Prescott, in the spring of 2008, where he began his career in commercial banking as an account officer with the National Bank of Arizona. He then went on to be Controller for MI Windows and Doors for two years before returning to commercial lending in 2012 as Vice President – Commercial Lender with Foothills Bank. While at Foothills Bank, Chris successfully grew his loan portfolio by over 100% before resigning as Senior Commercial Lender.

In the fall of 2016, Chris began working with Ponderosa Hotel Management coming on as Vice President of Finance. In his role with Ponderosa, Chris assists in a variety of functions including arranging financing sources, assisting with new project development, and supporting various other business functions within the management company.

Chris serves in various civic roles including youth sports, Awana game director, chairman on a local school board, and treasurer of his church. He and his wife, Jeanette, have three terrific children.



PARTNERS

BOARD OF ADVISORS

Anthony Buono

Global President, Retail Global President CBRE 2007-2020

As CBRE's Global President of Retail, Anthony Buono lead more than 800 professionals in providing Advisory & Transaction solutions to retailers and investors across the globe.

In this global role, Anthony drove the implementation of CBRE's global retail strategy in the Americas, Asia Pacific and Europe, Middle East and Africa. That included the company's Omni channel Real Estate practice, Investor and Occupier Retail practices, global Analytics offering and several other services in those categories.

Anthony was instrumental in authoring CBRE's strategy to add Retail Science advisory solutions and deepen its transaction competency for world-class retailers and investors. His vision has been successful, catapulting CBRE into a diverse group of business sectors, including predictive science, food and beverage, luxury, street and urban environments, regional malls, restructuring and disposition, consumer experience and international cross border advisory for emerging markets. All of these businesses now are integrated within CBRE, and they deliver distinct solutions for clients that are differentiated in the market today.

Since 2007, Mr. Buono has overseen the growth of CBRE's Americas retail business into the industry's retail market leader with representation of over 1,300 retailer brands. CBRE has been a leader in adding retail talent and expertise to its ranks, most recently acquiring Philadelphia-based Fameco, Dallas-based UCR, Indianapolis-based Site Hawk Retail Real Estate, Chicago-based Forum Analytics, Cleveland-based Skye Group and Washington D.C.-based Street Sense. As Global President, Retail for CBRE Anthony Buono built and led the largest retail practice in the industry.



PARTNERS

BOARD OF ADVISORS

Brad Christensen

Ponderosa Hotel Management

President and Chief Executive Officer

Brad Christensen is the President and Chief Executive Officer for Ponderosa Hotel Management Services, with offices in Prescott Arizona. Ponderosa Hotel Management Services was founded by Brad Christensen and Mark French in 1998. In his capacity as President, Brad is responsible for overseeing all aspects of the Hotel operations. Since he began his career in 1985 in the hotel industry, Brad has been instrumental in the development and management of the following hotels

- 1985-1989 President and founding member of Dakota Motels Inc. and Dakota Motels Management Inc.
- 1989-Present President and founding member of Dakota B Lodging Inc.
- 1994-2005 President and founding member of BLR Properties Inc.
- 1999-present Managing Member/ Administrator of Northern Arizona Hotel Group LLC.
- 2001-2006 Managing Member/ Administrator of Santa Fe Hotel Group LLC.
- 2007-present Managing Member/Administrator of Prescott Hotel Group LLC.
- 2012-present Managing Member, Woodlands Hotel Investments, LLC
- 2013-present Managing Member, Sheldon Street Hotel Investments. LLC



Mike Fann

As the 2nd generation owner of Fann Contracting, Mike worked for his late father, Jim Fann, starting part-time in 1969 and then full-time in 1975. He graduated from Arizona State University in 1980 with a Bachelor of Science degree from the College of Engineering – School of Construction (now Del E. Webb School of Construction). Under Mike's leadership, what was once a small local business has grown into one of Arizona's largest heavy-civil construction companies. Mike's executive expertise and respect in the industry combined with his small town family values has made Fann Contracting what it is today. In late 2018, after nearly 30 years of serving as President, Mike handed over the reins of Fann Contracting to his son, Jason. Mike is now serving as the Chief Executive Officer.



PARTNERS

BOARD OF ADVISORS

Don Nottke

Originally from Chicago, Don spent the early part of his commercial construction career in California. After moving to Arizona in 2005, his career path led him to discover his passion for cold storage. With over 35 years' experience, Don has developed deep-rooted relationships throughout the industry while successfully managing projects ranging from \$1M to \$110M. Don's extensive construction background has equipped him with valuable knowledge and skill that have proven to be key when identifying new business opportunities, collaborating with clients on business strategies to determine objectives, and effectively maximizing business reach and potential.



PARTNERS

BOARD OF ADVISORS

John N. Palme

John N. Palme has a unique history in the world of Finance and Lending. He was working for Union Bank in California and going to college when he was called up by the U.S Navy Reserve to serve as Dispersing Clerk aboard the US Mt. Baker.

After two tours to Vietnam, John left the Service to work as Controller for a Financial Printing company in Los Angeles. John's interest in Distribution Finance then took him to Ocean Pacific, a premier name in the Sports Wear industry.

A long-time friend approached John with an opportunity and offer to become the Executive VP/CFO for TNT Fireworks. John worked for the company in CA and was honored to serve on the Costa Mesa Planning Commission as its Chairman. As TNT grew, the ownership decided John needed to be at their headquarters. That brought a cross-country move to Florence, Alabama.

John's networking ability brought a new focus with emphasis on modernization of systems. Next came the establishment of Club Loans in amounts in excess of \$175,000,000.00 to finance the Company's seasonal business. He was also Executive Vice President and Treasurer of Cypress Reality which owned and managed business properties across the United States.

John retired several years ago to focus on mentoring small businesses and start-up entrepreneurs. This effort has brought about a great deal of satisfaction as those businesses flourish and grow.



As part of the work that Founding Fathers intends to do on the property, we will take advantage of the Northern Arizona Property/Business Revitalization Program which is managed by the Northern Arizona Council of Governments (NACOG). This Program, which is funded by a \$600,000 grant from the US Environmental Protection Agency will allow Founding Fathers to get a Phase I Environmental Site Assessment (ESA) performed on the property to identify Recognized Environmental Conditions (RECs) that may be present due to prior or current releases of petroleum products. If RECs are present, it will be possible to obtain a Phase II ESA to sample soil, soil gas and groundwater, as necessary to assess the nature and extent of possible environmental contamination. Founding Fathers will also be able to obtain a Regulated Building Materials (RBM) Survey of the building to test for the presence of asbestos containing material (ACM), lead-based paint (LBP) and other hazardous materials. This will be essential to comply with existing laws about renovation or disposal of structures with these materials.



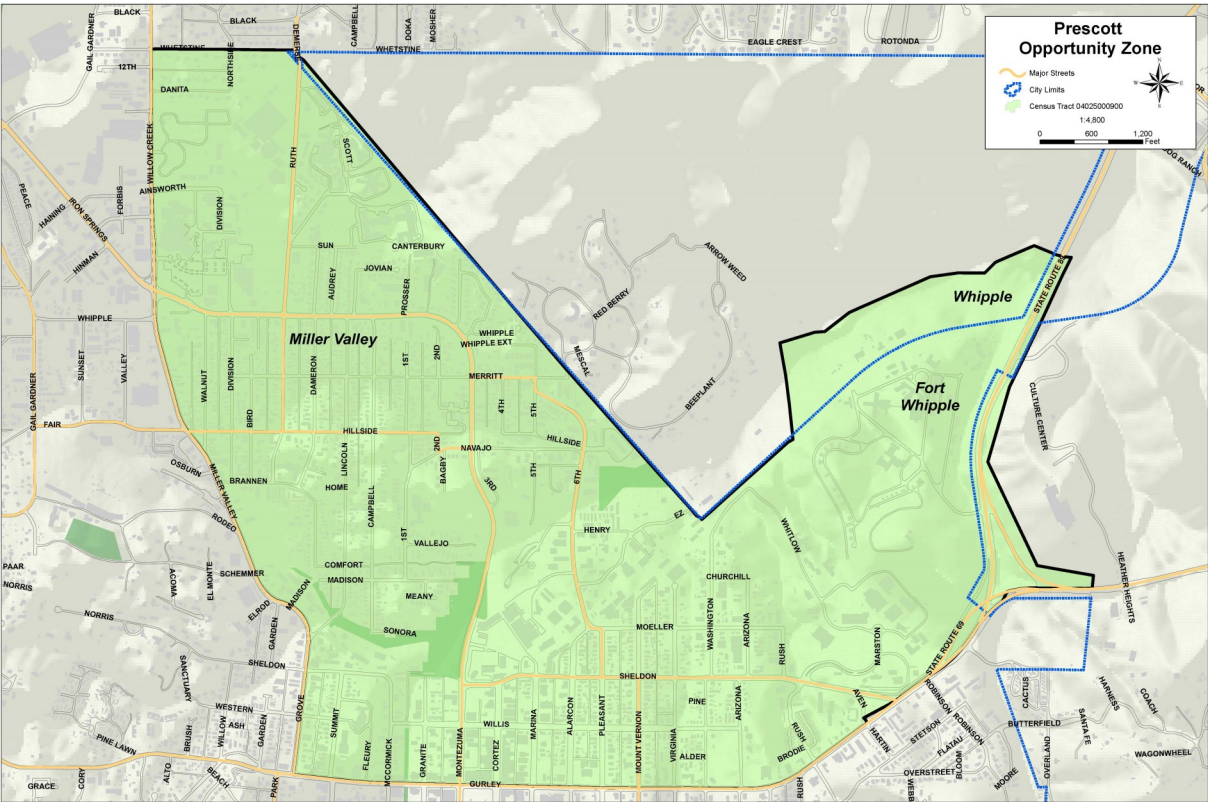
Derek Builders is a relationship driven company with the adaptability, strength, tools, and wisdom to provide an extraordinary level of personalized construction services.

Full-service general contractor

- Specializing in commercial and industrial Construction
- Founded in 1987, Louisville, KY
- Expanded to Arizona in 2018
- Licensed in Arizona, Indiana, Kentucky, Ohio and Tennessee
- Extensive experience in cold storage, distribution centers, retail centers, offices and pharmaceutical facilities
- Clients served include Amazon, REI, Verizon, Prologis L.P., Greco & Sons, Fed-Ex, Dignity Health, Sun City West, WinCo Foods, US Foods, SK Foods, Wendy's, McDonald's, Freeport McMoran and Vistar, to name a few
- .A+ Better Business Bureau rating and an 0.82 EMod rating

In addition to our current partners, we are actively looking into the following resources and for other partners that can aid in making maximum use of our best options.

Opportunity Zone



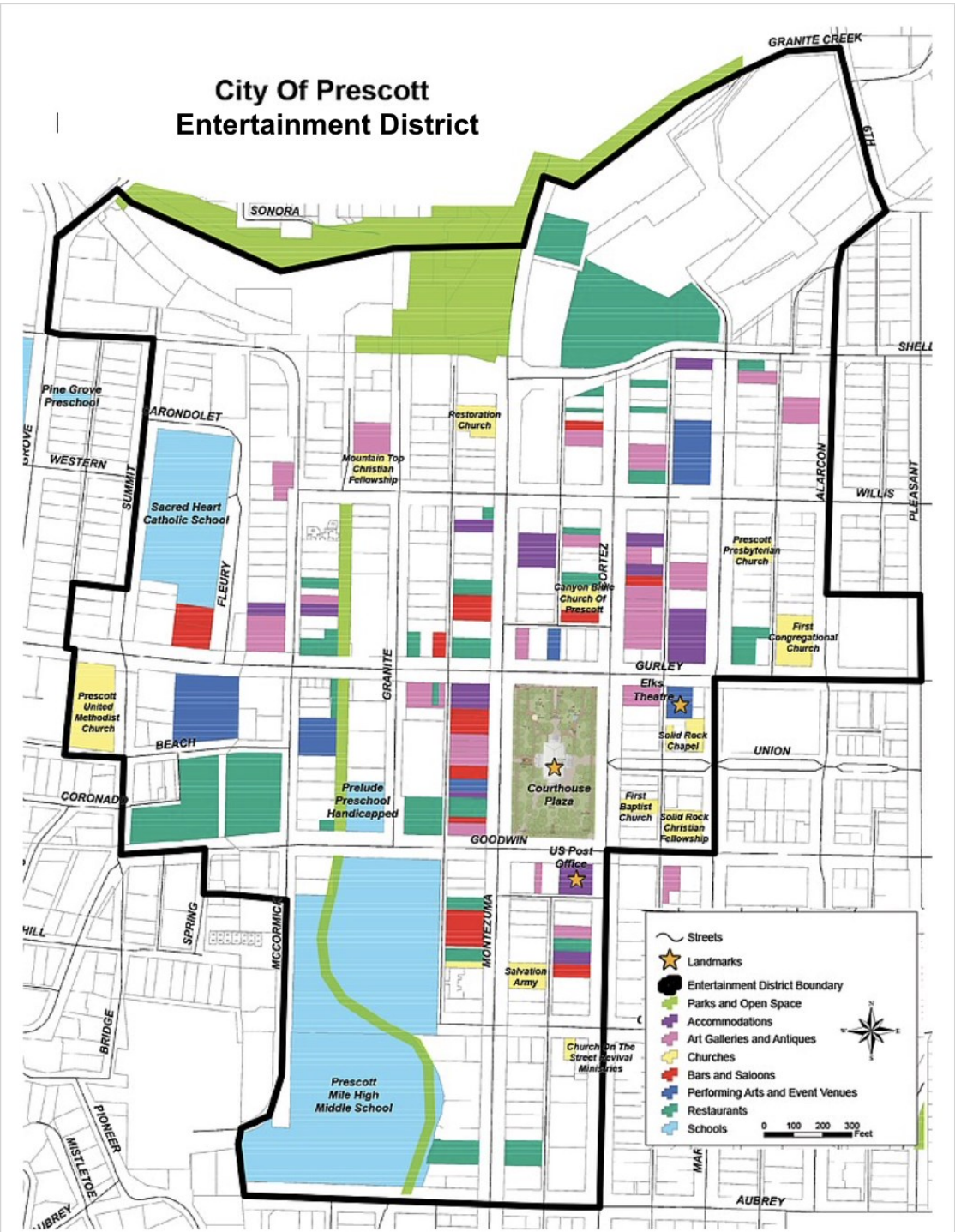
HUD



CDBG



Entertainment District



Map of the Prescott Entertainment District. (Courtesy Illustration)

PARTNERS

RESOURCES

ORDINANCE NO. 2022-1795

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE SALE OF REAL PROPERTY TO FOUNDING FATHERS PROPERTIES LLC; AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID SALE.

RECITALS:

WHEREAS, the City Council has determined that certain real property is no longer needed by the City of Prescott; and,

WHEREAS, the proposed sale price of the following property, along with the terms and conditions in the City of Prescott's ("City") standard Agreement For Sale of City Real Property, is deemed to be fair and equitable.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the Agreement For Sale of City Real Property dated May 10, 2022 and agrees to sell and transfer said property to Founding Fathers Properties LLC (Buyer), pursuant to the terms and conditions as set forth therein, for the sale price of \$466,000.00 plus Buyer is to pay all closing/escrow costs. Title to the real property shall vest in the Buyer to the same limitations, restrictions, and estates as exist on the land.

SECTION 2. THAT upon receipt of payment of the foregoing sum, the Mayor and staff, are directed to execute any and all documents in order to effectuate the foregoing sale and transfer of real property.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2022.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP, City Clerk

MATTHEW PODRACKY, Interim 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. 2022-1795 is a true, correct and accurate copy of Ordinance No. 2022-1795 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



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 05-10-22

DEPARTMENT: City Manager

AGENDA ITEM: Approval of City Contract No. 2022-208, an Intergovernmental Agreement Regarding the Purchase of Land on Glassford Hill.

ITEM SUMMARY

The duration of the agreement is 10 years and includes a termination provision upon the mutual agreement of the parties or if the land/trail portions of the agreement are completed. Land can be purchased in phases according to available budgets.

The cost of the initial appraisal is being split evenly among Prescott, PV, and Yavapai County and future costs associated appraisals, filings, advertising, survey, and other fees from ASLD will be shared evenly.

Prescott and Prescott Valley will purchase State Trust lands within their municipal boundaries (and PV will purchase approximately 500 acres that fall within unincorporated Yavapai County). Prescott will be responsible to purchase up to approximately 1,700 acres and PV will be responsible to purchase up to approximately 1,600 acres.

Each year, the partners will meet with AZ State Parks and AZ State Land to determine what parcels will be purchased by Prescott or PV and will also determine which trails (shown on the attached map) will be built according to the available budget. State Trust Land is sold by auction, and the partners will follow the designated process to bid on the properties as they come to auction by the State Land Department.

Each year, it will be determined what funding is available from grants or state appropriation. The remaining amount needed to cover that fiscal year's purchase will be budgeted by Prescott and PV, respectively, for land in their jurisdictions. Yavapai County will budget to pay 35% of the remaining cost to purchase land in that fiscal year for both Prescott and PV.

BACKGROUND

Since January 2022, Yavapai County, the City of Prescott, and the Town of Prescott Valley have worked to formalize an intergovernmental agreement to preserve Glassford Hill through purchasing approximately 3,200 +/- acres of Arizona State Trust Land from the Arizona State Land Department (ASLD).

As this memo is being written, an appraisal is in process for of all parcels and will be received by the May 10th meeting and shared with Council. An application with ASLD has been filed. The partnership is seeking state appropriation to be received either this year or next. Other funding could include grant money from AZ State Parks. Land purchases can occur in phases over the period of the IGA.

FINANCIAL IMPACT

At the writing of this memo, the overall fiscal impact is unknown because the land appraisal has not been received. The impact will be shared with Council at the meeting. Per the agreement, planning and budgeting for purchases will occur in FY23 with the actual purchase beginning in FY24. Purchases do not need to be made each year during the 10-year agreement and can be budgeted according to Council's desire.

Recommended Action: MOVE to approve City Contract No. 2022-208

ATTACHMENTS

1. [IGA Prescott PV & Yavapai County Glassford Hill Open Space.pdf](#)
2. [Map.pdf](#)

INTERGOVERNMENTAL AGREEMENT GLASSFORD HILL OPEN SPACE

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the CITY OF PRESCOTT, a municipal corporation of Arizona ("Prescott"), the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona ("Prescott Valley"), and YAVAPAI COUNTY, a political subdivision of the State of Arizona ("Yavapai County"). These entities are sometimes referred to herein collectively as "Parties" and individually as "Party."

This Agreement shall become effective as of the date it has been executed by all Parties and recorded in the Official Records of Yavapai County.

WHEREAS, in 1998 Prescott and Prescott Valley filed with the Arizona State Land Department (ASLD) a joint petition asking the Commissioner to nominate 1893 acres of Trust Land (ARS §37-311(4)) on Glassford Hill as suitable for conservation purposes (open space) per ARS §37-312(C)(3) and AAC R12-5-2501. On June 9, 1998, a public hearing was held with the Governor's Conservation Advisory Committee to consider that nomination. At the conclusion, the Committee voted to recommend classification for conservation purposes; and

WHEREAS, Prescott and Prescott Valley are authorized by ARS §9-276(A)(1) and §9-240(B)(9) (respectively) and ARS §9-494(A) (jointly) to acquire, hold, and improve real property to establish and maintain public parks (synonymous with public recreation facilities, including public trails, per *Maricopa County v. Maricopa County Municipal Water Conservation District No. 1*, 171 Ariz. 325, 330 (App. 1991)); and

WHEREAS, Yavapai County is authorized by ARS §11-932(A) to work with municipalities to acquire real property for public park purposes, expend funds for improvements thereon, and enter into contracts for operation thereof; and

WHEREAS, the Arizona State Parks Board (ASPB) is authorized by ARS §41-511.05 to (among other things) acquire real property for state park purposes, appropriate grants from the land conservation fund under ARS §41-511.23 to fund acquisition of Trust Lands identified as conservation areas, and enter into necessary agreements for those purposes; and

WHEREAS, the ASLD Commissioner is authorized by ARS §37-132(A)(2)&(3) to make long-range plans for future use of state lands in cooperation with other state agencies, local planning authorities, and political subdivisions (including Trust Lands conveyed as suitable for conservation purposes pursuant to ARS §37-314(A)); and

WHEREAS, ARS §11-952 authorizes these entities to contract for services or jointly exercise any powers common to them, if the agreement otherwise meets requirements set forth in ARS §11- 952;

NOW, THEREFORE, for and in consideration of the foregoing introduction and recitals (incorporated herein by reference), the mutual covenants and promises herein, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties hereto agree as follows:

Section 1. DURATION. The duration of this Agreement shall be 10 years from the effective date as set forth above.

Section 2. PURPOSE. The purpose of this Agreement is to purchase identified Trust Land located on and near Glassford Hill within the boundaries of Prescott, Prescott Valley, and Yavapai County, and to fund, design, construct, and operate thereon various passive recreation facilities (including, but not limited to, public trails).

Section 3. PERFORMANCES. The performance commitments of the various Parties are as follows:

3.1 Initial Joint Appraisal. Prescott Valley shall enter into an agreement with Wayne Harding, MAI, to initially appraise Trust Land parcels 800-20-060P, 800-20-060N, 800-20-035P, 800-20-059A, 800-20-034Y, 800-20-062S, 800-20-035W, 800-20-059S, 800-20-047Y, 800-20-047Z, and 800-20-048J (Exhibit "A" attached hereto and expressly made a part hereof). The appraisal shall be based on a recent proposal from Harding to complete the same for all the property together, with values broken out for each listed parcel. The fee is \$18,500.00 with a delivery date of 75 days from written notice to proceed. A 50% retainer shall be paid to start work. Upon completion of the appraisal, Harding shall provide a paper and electronic copy to each of the Parties as well as to ASPB and ASLD. Thereupon, Prescott Valley shall invoice Prescott and Yavapai County \$6,165.00 each (and each shall pay said amount to Prescott Valley within 30 days of receiving the invoice).

3.2 Purchase. On or before December 31 of each calendar year during the term of this Agreement, the designated representatives of Prescott, Prescott Valley, and Yavapai County (per Section 6 herein) shall meet with representatives of ASPB, ASLD, and/or other potential partners to determine which of the described Trust Land parcels might be purchased by Prescott or Prescott Valley within their respective municipal limits (or by Prescott Valley within the unincorporated area) under ARS §37-314(A) during any specified fiscal year. This determination shall be based on amounts planned to be budgeted by Prescott, Prescott Valley, and Yavapai County (respectively) for that purpose prior to or during the specified fiscal year (after having accounted for any funding available from ASPB under ARS §41-511.23, any appropriation by the Arizona Legislature, or any other source). Based on any such determination, Prescott and/or Prescott Valley shall, in good faith, pursue necessary applications for said purchases from ASLD prior to the end of the specified fiscal year. Prescott, Prescott Valley, and Yavapai County agree to equally share appraisal, filing, advertising, administration, archaeological, survey, or similar due diligence costs (including any update to the appraisal described in Subsection 3.1 above) involved with any application

to ASLD by one party for Trust Land parcels that will ultimately be owned by both Prescott and Prescott Valley. Prescott and Prescott Valley agree to cooperate as needed to ensure ultimate ownership of Trust Land parcels as set forth above, including any transfers under ARS §9-407(B).

3.3 Improvement. Public trails initially proposed to be developed on Trust Land parcels are shown in Exhibit A. On or before December 31 of each calendar year during the term of this Agreement, the designated representatives of Prescott, Prescott Valley, and Yavapai County (per Section 6 herein) shall meet to determine which of the trails shown (or any substitute trails proposed by any Party) shall be constructed as part of their budgeting processes for a specified fiscal year. The purpose of said determination shall be to encourage optimum connectivity and use of these particular passive recreation facilities. The determination shall take into account any available funding from Yavapai County, ASPB, or any other source.

Section 4. BUDGETING AND FUNDING. ASPB has identified possible current funding towards an initial purchase of Trust Land parcels by Prescott and Prescott Valley (respectively) under this Agreement. Funding may also be available for subsequent purchases. It is anticipated that the Parties shall also seek in good faith (individually or jointly) during appropriate sessions of the Arizona Legislature a direct appropriation towards planned purchases of Trust Land parcels under this Agreement. In the event the designated representatives agree to purchase Trust Land parcels in any fiscal year under this Agreement (and Prescott and/or Prescott Valley actually budget necessary funds for their respective purchases), Yavapai County hereby agrees to add to what Prescott and Prescott Valley (respectively) budget to purchase Trust Land parcels by budgeting to pay 35% of the total amount Prescott and the County together (or Prescott Valley and the County together) would pay after accounting for other sources (subject to the County's actual annual appropriation).¹ The parties further agree to budget for any shared joint application costs required by ASLD as set forth in Subsection 3.2 above.

Section 5. TERMINATION.

5.1 Automatic Termination. Subject to Section 10 herein, this Agreement shall automatically terminate on the first to occur of (a) 10 years from the effective date as set forth above; (b) purchase of all the Trust Land parcels and construction of all the public trails shown in Exhibit A (or substitute trails as mutually agreed to); or (c) a mutual determination by the Parties that no Trust Land parcels (or additional Trust Land parcels) will be purchased and/or trails constructed under this Agreement.

5.2. Procedures Upon Termination. Termination of this Agreement shall not relieve any Party of any liability that accrued prior to such termination. Otherwise,

¹ The amounts paid by Yavapai County toward the purchase of Trust Land parcels described herein shall constitute consideration for the acquisition by the County, its Board, Officials, employees and residents of the right to access and use the parcels for recreational purposes consistent with restrictions and guidelines established by Prescott and Prescott Valley as owners of the parcels.

subject to Section 10 herein upon termination all the obligations of this Agreement shall end, and any Trust Land parcels not purchased pursuant to the Agreement shall remain in the jurisdiction and control of ASLD and may be disposed of by ASLD as otherwise permitted under applicable Arizona law.

Section 6. DESIGNATED REPRESENTATIVES. To implement this Agreement the Parties shall each designate a representative to act as a liaison between and among the Parties and any representatives of ASPB and ASLD. The initial representative for Prescott shall be the City Manager. The initial representative for Prescott Valley shall be the Town Manager. The initial representative for Yavapai County shall be the Administrator. Representatives shall be available at reasonable times to discuss and review the performance of the Parties to this Agreement, including the designation of Trust Land parcels to be purchased and trails to be constructed. New representatives may be designated by any Party in writing at any time in accordance with Section 10 herein.

Section 7. INDEMNIFICATION. Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless each other Party (as "indemnitee") for, from, and against any and all claims, losses, liability costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the negligent act, omission, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

Section 8. NO PARTNERSHIP; NOT EMPLOYEES. Nothing herein is intended to create a partnership or joint venture between or among the Parties, nor does this Agreement create an employment relationship between or among the personnel of any of the Parties.

Section 9. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against any of the Parties hereto. This Agreement is not intended to benefit any third party.

Section 10. NOTICES. All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

Prescott: City Manager
 City of Prescott
 201 N. Montezuma Street, Suite 303
 Prescott, AZ 86303

Prescott Valley: Town Manager

Town of Prescott Valley
7501 E. Skoog Boulevard
Prescott Valley, AZ 86314

Yavapai County: Administrator
Yavapai County
1015 Fair Street
Prescott, AZ 86305

Addresses may be changed on written notice thereof.

Section 11. FURTHER INSTRUMENTS. Each Party hereto shall, promptly upon the request of any other, acknowledge and deliver to the other all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 12. AMENDMENT AND CONSTRUCTION. This Agreement sets forth the entire understanding of the Parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any Party.

Section 13. SEVERABILITY. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

Section 14. CONFLICT OF INTEREST. This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict of interest as described therein.

Section 15. JOINT PROPERTY. The Parties do not contemplate joint ownership of any property pursuant to this Agreement.

Section 16. NONDISCRIMINATION. The Parties agree to comply with the nondiscrimination in government contract provisions of Executive Order No. 2009-09, and hereby incorporate by reference its terms into this Agreement as if fully set forth herein.

Section 17. RESOLUTIONS. Attached hereto are the authentic copies of each appropriate action by ordinance, resolution, or otherwise of the governing body of each Party authorizing execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their authorized representatives on the dates set forth below.

CITY OF PRESCOTT, a municipal corporation of Arizona, (Prescott)

Philip R. Goode, Mayor

DATE: _____

ATTEST:

Sarah Siep, City Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott City Attorney for review prior to its execution, pursuant to A.R.S. §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the City under the laws of Arizona.

Matthew Podracky, Interim City Attorney

TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona, (Prescott Valley)

Kell Palguta, Mayor

DATE: _____

ATTEST:

Fatima Fernandez, Town Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for the Town of Prescott Valley for review prior to its execution, pursuant to A.R.S. §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the Town under the laws of the State of Arizona.

Ivan Legler, Town Attorney

YAVAPAI COUNTY, a political
subdivision of the State of Arizona,
(Yavapai County)

Mary Mallory, Chair
Board of Supervisors

DATE: _____

ATTEST:

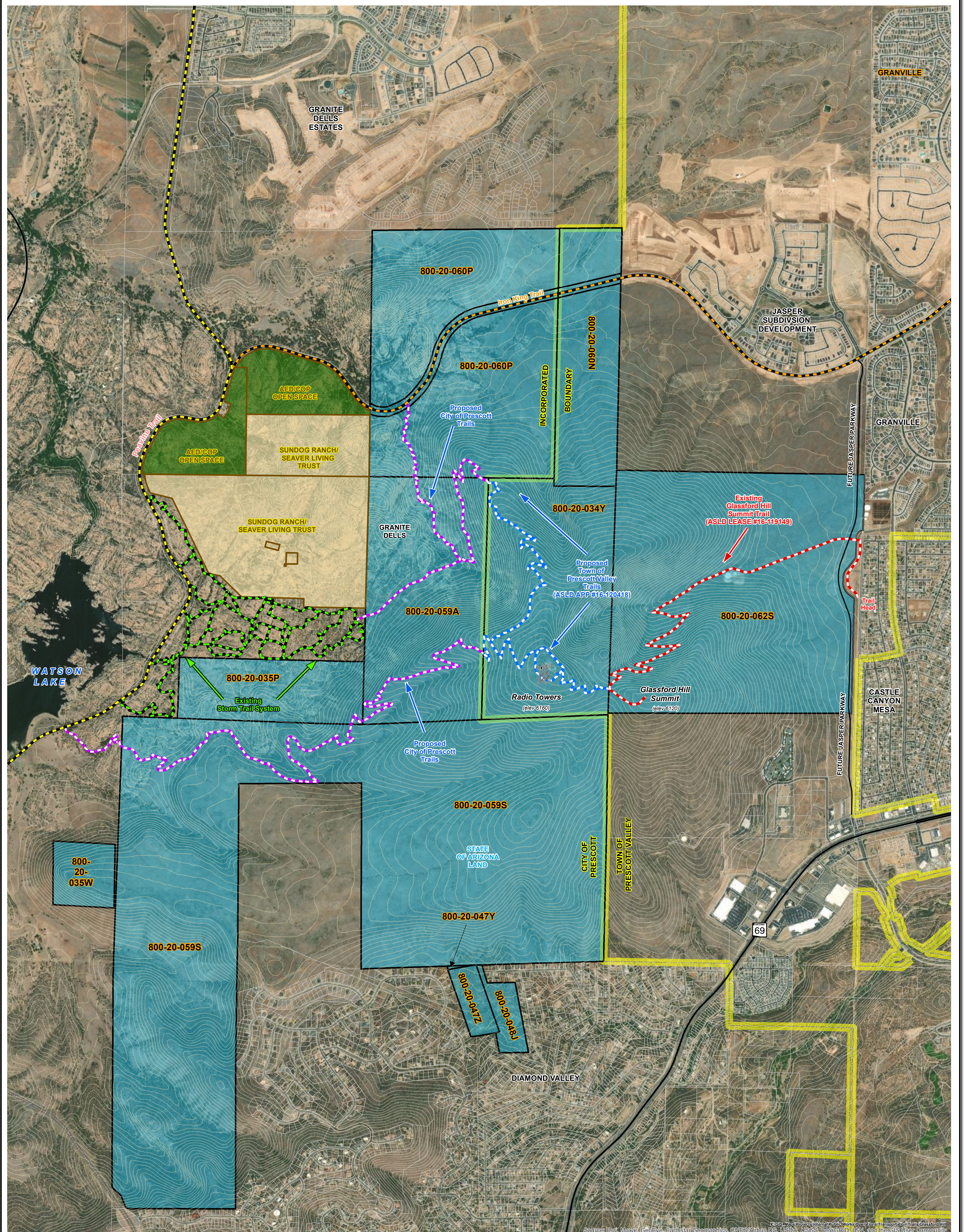
Kim Kapin, Clerk of the Board

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for Yavapai County for review prior to its execution, pursuant to A.R.S. §11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the County under the laws of the State of Arizona.

Martin Brennan, Deputy County Attorney

EXHIBIT “A”

Trust Lands Listed for Appraisal
&
Initial Trails for Construction



**GLASSFORD HILL - STATE LAND
RIGHT-OF-WAY & MUNICIPAL
TRAIL CONNECTIVITY**

- Existing Peavine Trail
- Existing Iron King Trail
- Existing Glassford Hill Summit Trail
- Storm Trail System
- Proposed Trails

- Private Parcels
OWNER**
- SUNDY RANCH/SEAVER LIVING TRUST
 - AED/COP OPEN SPACE

- Contours**
- Incorporated Boundary
 - State Trust Land of Arizona Interest Area



COUNCIL AGENDA MEMO

MEETING TYPE/DATE: **VOTING MEETING** **05-10-22**

DEPARTMENT: **City Clerk**

AGENDA ITEM: Adoption of Resolution No. 2022-1819 Rescinding Resolution No. 2021-1798 and Accepting a Revised Council Policy for Naming of City Facilities.

ITEM SUMMARY

The revised policy reinforces the rules and procedures for the naming of City buildings, facilities, trails, or any other property owned by the City.

BACKGROUND

At the October 12, 2021 Voting Meeting, Council adopted Resolution No. 2021-1798 establishing a policy for naming of city facilities. Since the adoption of the policy, the Council reviewed applications for the naming of the Centennial Center and through that process determined that the policy was in need of fine-tuning. Staff has worked with the Mayor and revised the policy based on Council and public feedback.

FINANCIAL IMPACT

None.

Recommended Action: MOVE to adopt Resolution No. 2022-1819

ATTACHMENTS

1. [Revised Naming Policy_Redline & Clean Versions.pdf](#)
2. [Resolution No. 2022-1819.docx](#)

Policy for Naming City Facilities

- A. The City Council shall review and evaluate all requests for the naming ~~or renaming~~ of any buildings, facilities, trails, or any other property owned by the city.
- B. City buildings, facilities, trails, or any other property owned by the city should not ordinarily be named after an individual except by the criteria below:
 1. The individual(s) must be from Prescott or the Prescott area and should have accomplished something that was significant or extraordinary in nature. The name should engender a positive image that is not controversial in the community.
 2. The individual(s) can be living or deceased.
 3. If living, permission for naming, and specifically which facility is being named, must be received from the individual. If deceased, permission must be received from a close surviving family member, if there is one.
 4. All applications and supporting documentation MUST be original. Duplicated form applications will not be considered or counted.
 4. The naming ~~must~~ will be accompanied by a public comment period of 30 days following a City Council study session before consideration during a voting meeting. If additional applications are received for a different individual at the same facility once the 30-day comment period has commenced, those applications will be discussed at the pre-scheduled voting meeting and at Council's discretion the item may be continued for an additional specified amount of time or voted on as scheduled.
 5. At the voting meeting, a summary of the public comments received shall be shared with the City Council and public.
- C. The following is the procedure to consider naming a city building, facility, trail or any other property owned by the city:
 1. The mayor, two councilmembers or a member of the public may request that a name be considered.
 2. The mayor or two councilmembers may place the item on a study session agenda for consideration; or a member of the public may request of the mayor or two councilmembers to have the item placed on an agenda for consideration at a study session.
 3. The request shall include the name of the individual(s), the significant or extraordinary accomplishment or contribution, and what building, facility, trail, or other property owned by the city is requested for naming as well as written permission from the individual or a close surviving family member. This should be done in writing and sent to the City Clerk to be properly placed on the agenda.
 4. Should an application for naming be approved by Council, the individual or group who requested the naming will be responsible for all costs associated with updated signage at the location.

Policy for Naming City Facilities

- A. The City Council shall review and evaluate all requests for the naming of any buildings, facilities, trails, or any other property owned by the city.
- B. City buildings, facilities, trails, or any other property owned by the city should not ordinarily be named after an individual except by the criteria below:
 - 1. The individual(s) must be from Prescott or the Prescott area and should have accomplished something that was significant or extraordinary in nature. The name should engender a positive image that is not controversial in the community.
 - 2. The individual(s) can be living or deceased.
 - 3. If living, permission for naming, and specifically which facility is being named, must be received from the individual. If deceased, permission must be received from a close surviving family member, if there is one.
 - 4. All applications and supporting documentation MUST be original. Duplicated form applications will not be considered or counted.
 - 5. The naming will be accompanied by a public comment period of 30 days following a City Council Study Session before consideration during a voting meeting. If additional applications are received for a different individual at the same facility once the 30-day comment period has commenced, those applications will be discussed at the pre-scheduled voting meeting and at Council's discretion the item may be continued for an additional specified amount of time or voted on as scheduled.
 - 6. At the voting meeting, a summary of the public comments received shall be shared with the City Council and public.
- C. The following is the procedure to consider naming a city building, facility, trail or any other property owned by the city:
 - 1. The mayor, two councilmembers or a member of the public may request that a name be considered.
 - 2. The mayor or two councilmembers may place the item on a study session agenda for consideration; or a member of the public may request of the mayor or two councilmembers to have the item placed on an agenda for consideration at a study session.
 - 3. The request shall include the name of the individual(s), the significant or extraordinary accomplishment or contribution, and what building, facility, trail, or other property owned by the city is requested for naming as well as written permission from the individual or a close surviving family member. This should be done in writing and sent to the City Clerk to be properly placed on the agenda.
 - 4. Should an application for naming be approved by Council, the individual or group who requested the naming will be responsible for all costs associated with updated signage at the location.

RESOLUTION NO. 2022-1819

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING A NEW POLICY FOR THE NAMING OF CITY FACILITIES; AND RESCINDING THE FORMER POLICY FOR THE NAMING OF CITY FACILITIES

RECITALS:

WHEREAS, the City of Prescott (“City”) wishes to create a new policy for the naming of City buildings, facilities, trails and other City properties; and,

WHEREAS, a document entitled “Policy for Naming City Facilities” (hereinafter “Policy”), is attached to this Resolution and incorporated herein by reference as Attachment “A”; and,

WHEREAS, the City intends to rescind the previous policy governing the naming of City buildings, facilities, trails and other City properties; and,

WHEREAS, it is in the best interests of the City to have a policy governing the process for naming City buildings, facilities, trails and other City properties.

ENACTMENTS:

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

Section 1. THAT the City of Prescott hereby adopts the “Policy for Naming Facilities”, which is attached hereto and incorporated herein by reference, as Attachment “A”, as its official policy for the naming of City buildings, facilities, trails and other City properties.

Section 2. THAT the previous policy for naming City facilities, adopted by City of Prescott Resolution No. 2021-1798 is hereby rescinded in its entirety and replaced by this new “Policy for Naming Facilities” (Attachment “A”).

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2022.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP , City Clerk

MATTHEW PODRACKY, Interim 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. 2022-1819 is a true, correct and accurate copy of Resolution No. 2022-1819 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 Clerk

ATTACHMENT “A”

**COUNCIL AGENDA MEMO**

MEETING TYPE/DATE: **VOTING MEETING** **05-10-22**

DEPARTMENT: **Community Development**

AGENDA ITEM: Approval of ANX21-004 and REZ21-009, a Request for an Annexation of 6.158 Acres and a Rezoning from SF-35 (Single Family 35) to MF-H (Multifamily High Density) on APN:114-06-104H. Address: 202 N Cactus Drive. Owner: Cactus Ranch Mobile Home Community LLC. Applicant: Murray Sharkey.

ITEM SUMMARYAnnexation Summary

This is a small area annexation intended to incorporate an existing manufactured home park into the City of Prescott. When annexations occur, the Planning and Zoning Commission is responsible for confirming the appropriate zoning for the annexed property.

Rezoning Summary

The property owner has requested a rezoning from the initial SF-35 to multifamily high density (MF-H). This is the lowest intensity zoning to allow the manufactured home park by right.

BACKGROUNDAnnexation

State Statutes require that annexed property be initially zoned to the closest City equivalent to the existing county zoning without increasing the density. In this case there is an accompanying rezoning request that will be addressed below.

The land to be annexed is currently zoned R1L-35 in the county. This is a single-family zoning district with area requirements and permitted uses equivalent to SF-35 in the City's Land Development Code. SF-35 does not permit manufactured home parks. The adjacent city zoning is a mix of single-family (SF-35), commercial (BG) and multifamily (MF-M).

Rezoning

The property is anticipated to remain a manufactured home park if it is annexed into the City. Within the City of Prescott, a manufactured home park must be zoned multifamily or commercial. The property owner has requested a rezoning from the initial SF-35 to multifamily high density (MF-H). This is the lowest intensity zoning to allow the manufactured home park by right.

Planning and Zoning Commission Action

The Planning and Zoning Commission reviewed these two requests at their February 24, 2022 meeting and recommended in favor 5 - 0 to approve the annexation, to establish the initial zoning as SF-35, and to rezone the property to MF-H to make the use conforming with Prescott zoning.

FINANCIAL IMPACT

None.

Recommended Action: 1.) MOVE to approve ANX21-004; 2) MOVE to establish initial property zoning as single-family 35 (SF-35); and 3) MOVE to approve the rezoning of the annexed property to Multifamily High Density (MF-H) to make the use conforming with the rezoning subject to the site plan

ATTACHMENTS

- 1.1_[Site Layout.pdf](#)
- 2.2_[ANX21-004_RND1_PLATOFANNEXATION.pdf](#)
- 3.3_[County Zoning.pdf](#)
- 4.4_[Vicinity Map.pdf](#)

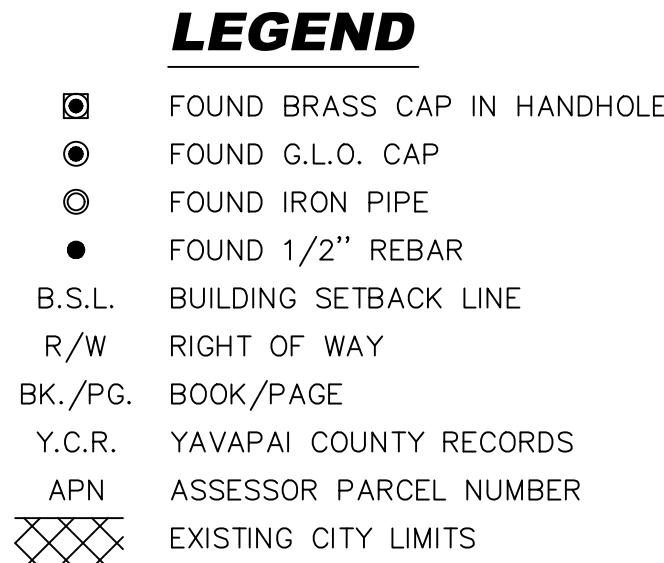


35

CACTUS DR

MFM

A PORTION OF SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 14 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA.



N.T.S.

THE NORTH LINE OF THE SUBJECT PROPERTY, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 3726, PAGE 646, YAVAPAI COUNTY RECORDS. SAID LINE BEARS NORTH 89 DEGREES 54 MINUTES 30 SECONDS EAST.

THE SURVEYOR HAS RELIED SOLELY ON INFORMATION SUPPLIED TO THE SURVEYOR FROM EITHER THE CLIENT OR THE TITLE COMPANY AND HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER MATTERS THAT MAY AFFECT THE SUBJECT PROPERTY.

THIS RECORD OF SURVEY IS NOT INTENDED TO (NOR DOES IT) CREATE A LAND DIVISION OR PARTITION, NOR SHOW OWNERSHIP LIMITS OR CHANGES. THIS SURVEY WAS PREPARED TO REFLECT SURVEY MONUMENTS SET AND/OR FOUND, THE CONTROLLING MONUMENTS USED, AND TO ENABLE THE SURVEY TO BE RETRACED.

APPROVED UNDER ORDINANCE NO. _____ PASSED AND
ADOPTED BY THE MAYOR AND COUNCIL FOR THE CITY OF PRESCOTT,
ARIZONA ON THIS _____ DAY OF _____, 2021.

MAYOR

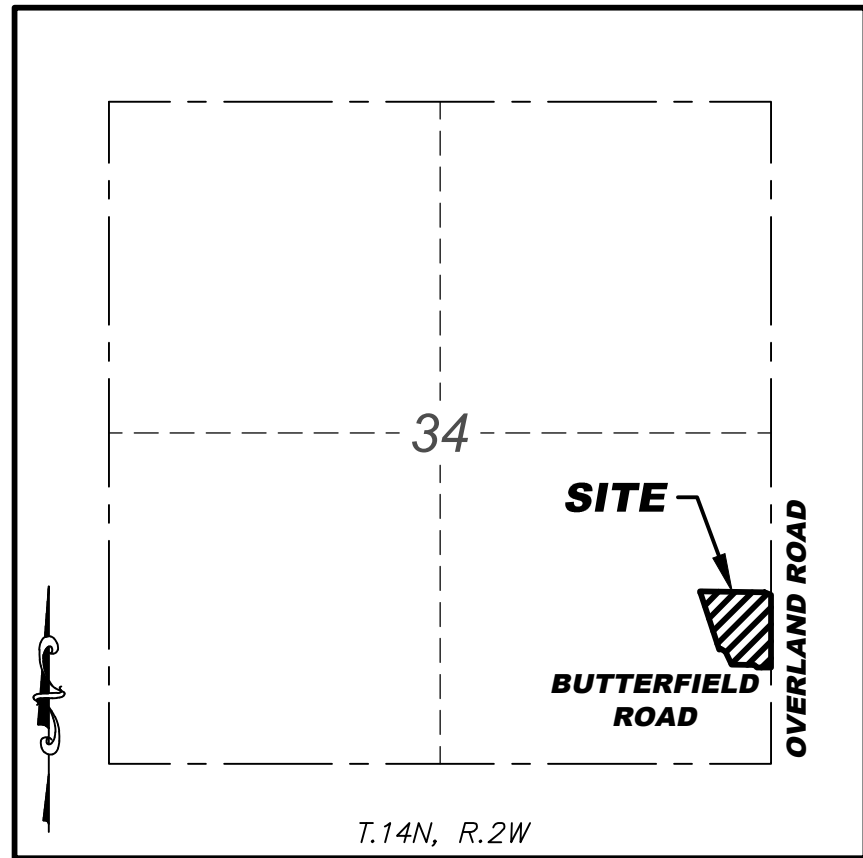
CITY CLERK

CITY ENGINEER

COMMUNITY DEVELOPMENT DIRECTOR

THIS ANNEXATION PLT IS BASED ON RECORD AND SURVEYED INFORMATION AND WAS PREPARED UNDER MY DIRECTION DURING THE MONTH OF OCTOBER, 2021; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE BOUNDARY SHOWN HEREON AS THE AREA TO BE ANNEXED HAS BEEN PRESENTED ACCURATELY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND WHEN COUPLED WITH THE ORDINANCE, CONTAINS ADEQUATE INFORMATION TO ALLOW RETRACEMENT THEREOF.

ANTHONY SLATER
22425 N. 16TH STREET, SUITE 1
PHOENIX, ARIZONA 85024
PHONE: 480-922-0780
TSLATER@RICKENGINEERING.COM

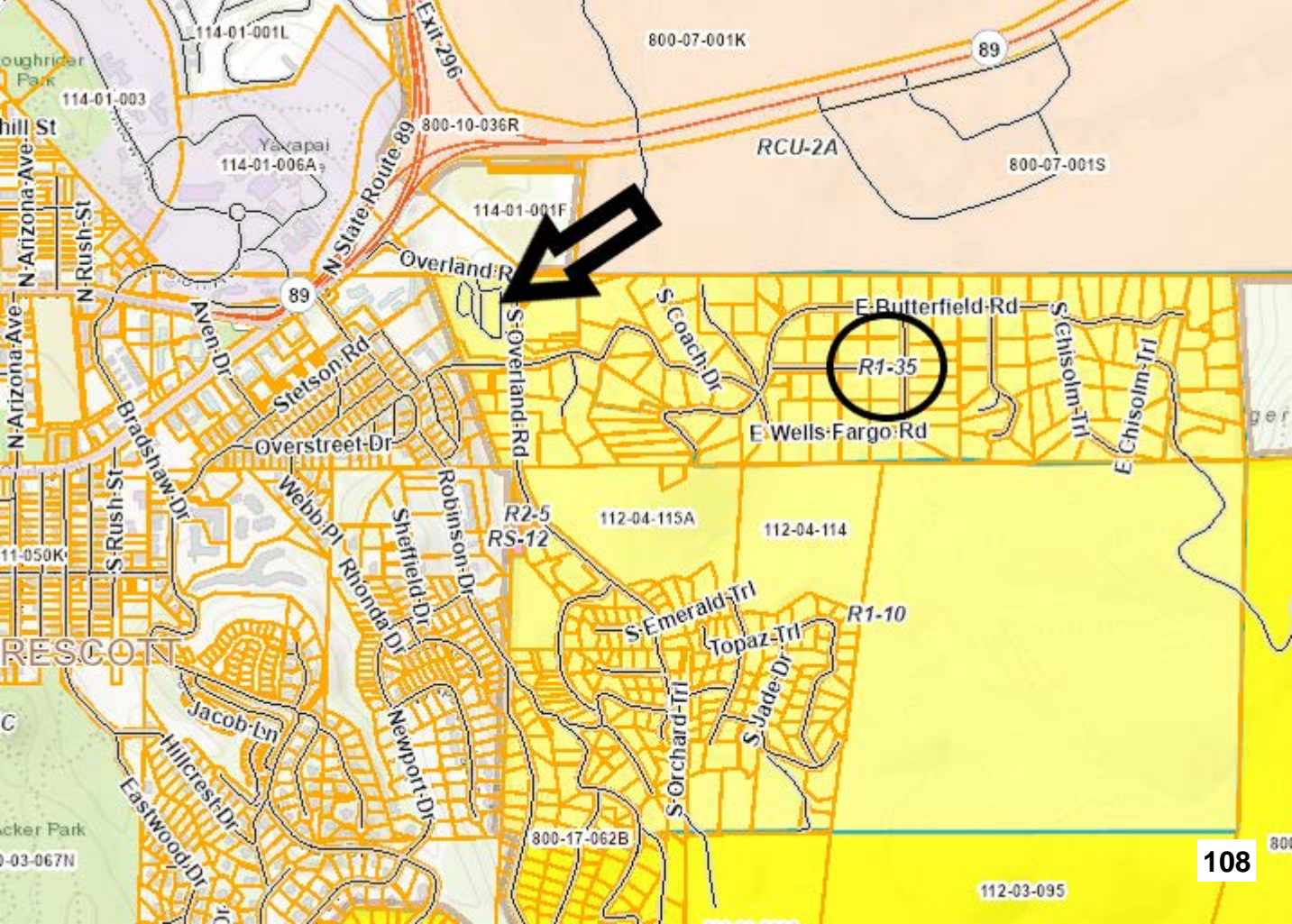


MAP OF ANNEXATION
CACTUS RANCH MOBILE
HOME PARK
PRESCOTT, ARIZONA

**SURVEY INNOVATION
GROUP, INC.**
Land Survey Services
22425 N 16TH STREET SUITE #1
PHOENIX, AZ 85024

SIG
A RICK ENGINEERING COMPANY

DRAWING NO.
6046
SHEET NO. 1 OF 1

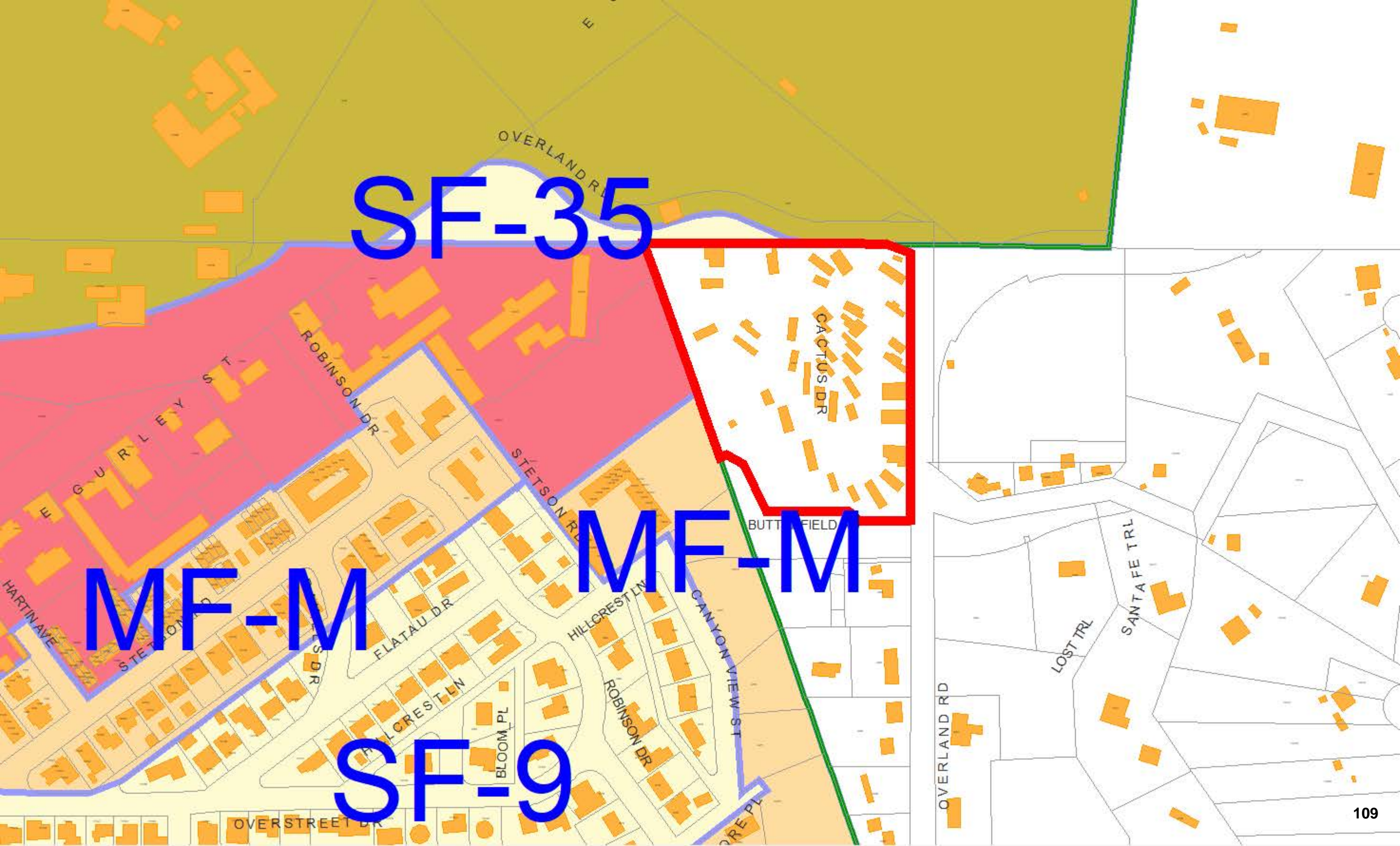


SF-35

MF-M

MF-M

SF-9





COUNCIL AGENDA MEMO

MEETING TYPE/DATE: VOTING MEETING 05-10-22

DEPARTMENT: Public Works

AGENDA ITEM: Approval of Water Service Application No. WSA21-024, Submitted by Cactus Mobile Ranch Home Community Association, LLC, Prescott. Location: APN 114-06-104H, Comprising 6.37 Acres, in Township 14 North, Range 02 West, Section 34, SE¼, NE¼, SE¼.

ITEM SUMMARY

Water Service Application No. WSA21-024 was submitted on May 12, 2021. Applicant is seeking potable water to serve Cactus Mobile Ranch, a 52-unit mobile home community.

BACKGROUND

City of Prescott Water Management Policy, adopted November 19, 2019, includes a water connection policy. Projects within City Limits requiring more than two (2) acre-feet per year of potable water are to be reviewed by the Subcommittee on Water Issues prior to submission to City Council.

The Planning and Zoning Commission, at its meeting held February 24, 2022, voted to forward the annexation request to City Council. The first vote, ANX21-004, rezoned County R1-35, the equivalent to SF-35 in the City's Land Development Code. The second vote, REZ21-009, rezoned the property from SF-35 to multifamily high density, MF-H.

Cactus Ranch Mobile Home Park was constructed in 1968. A single-family residence, dated 1943, today accommodates the manager and a small office.

The Mobile Home Park filed ENG Permit 1707-002 on September 18, 2017, for city sewer service. They have been on the city's sewer system since December 1, 2017.

There are two wells on the property, ADWR Well Registry Numbers 55-632162 and 55-559051. Both wells will be abandoned when the Mobile Home Park receives city water. For abandoning the two wells, the City will receive water credit for 52 service connections, plus one laundry connection, at ½ acre-foot per connection: $53 \times 0.5 = 26.5$ acre-feet. (ADWR Attachment E)

In addition to production from the well, Cactus Ranch MHP has had to supplement its demand some years with potable water deliveries.

A water demand analysis submitted by Murray E. Sharkey, P.E., on December 8, 2021, estimates a potable demand of 6.04 acre-feet per year based on 5,400 gallons per day. However, based on the demand of 0.12 for 52 units plus a laundry, the estimate is **6.36 acre-feet per year**.

Pre-Application Conference: June 24, 2021

Application Received: December 8, 2021

Presented to Planning & Zoning: February 24, 2022 Passed by a vote of 5-0.

Submitted All Documents: March 11, 2022

Presented to Water Issues Subcommittee: April 5, 2022 Passed by a vote of 2-0.

Presented to City Council: May 10, 2022

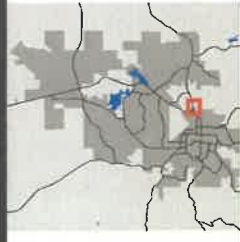
FINANCIAL IMPACT

N/A

Recommended Action: MOVE to approve or deny WSA21-024
--

ATTACHMENTS

1. [Location Map.pdf](#)
2. [Site Plan with fire hydrants.pdf](#)
3. [Site Plan with water lines.pdf](#)
4. [ATTACH E 2009 D&O Formula 2.pdf](#)

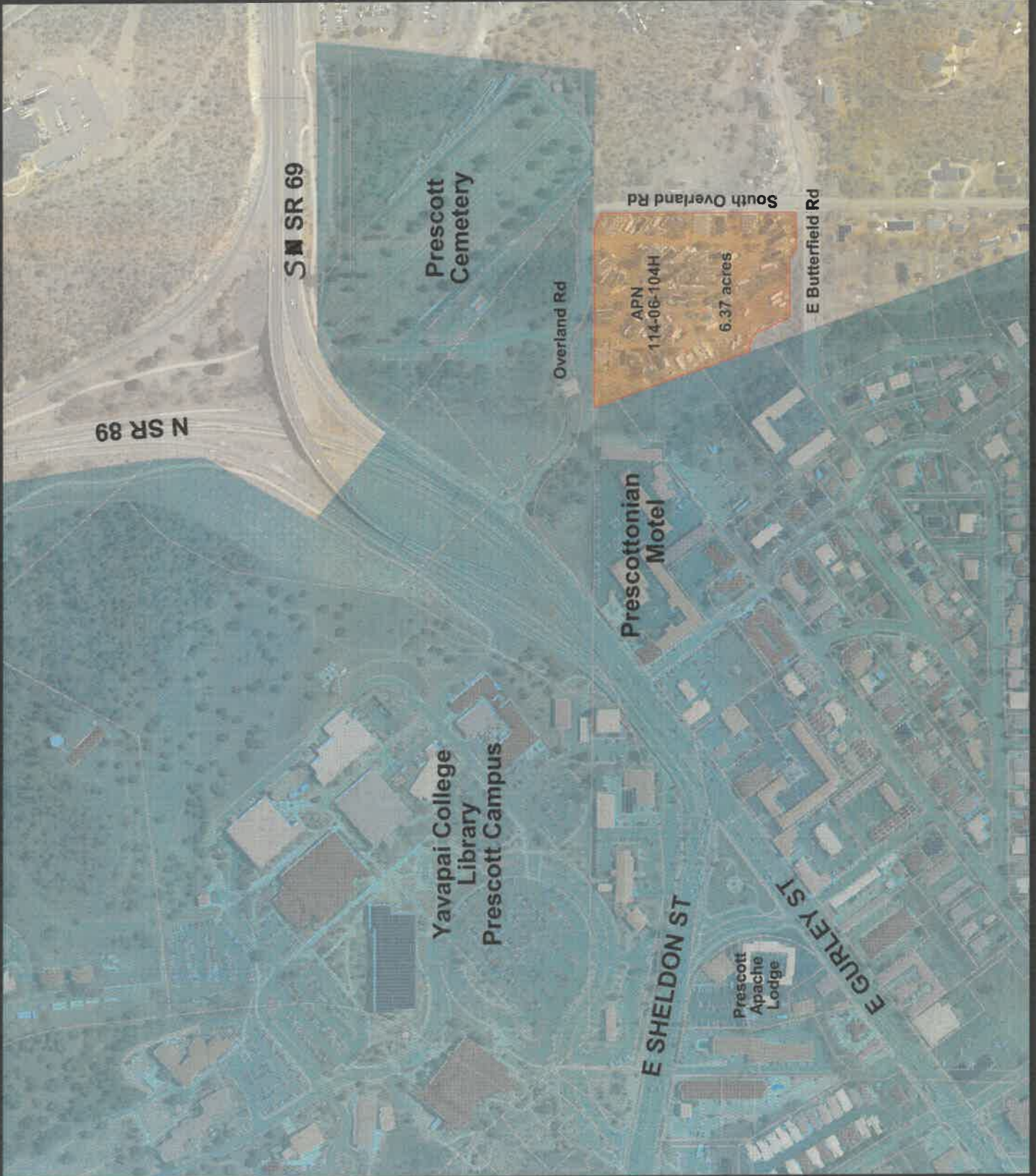


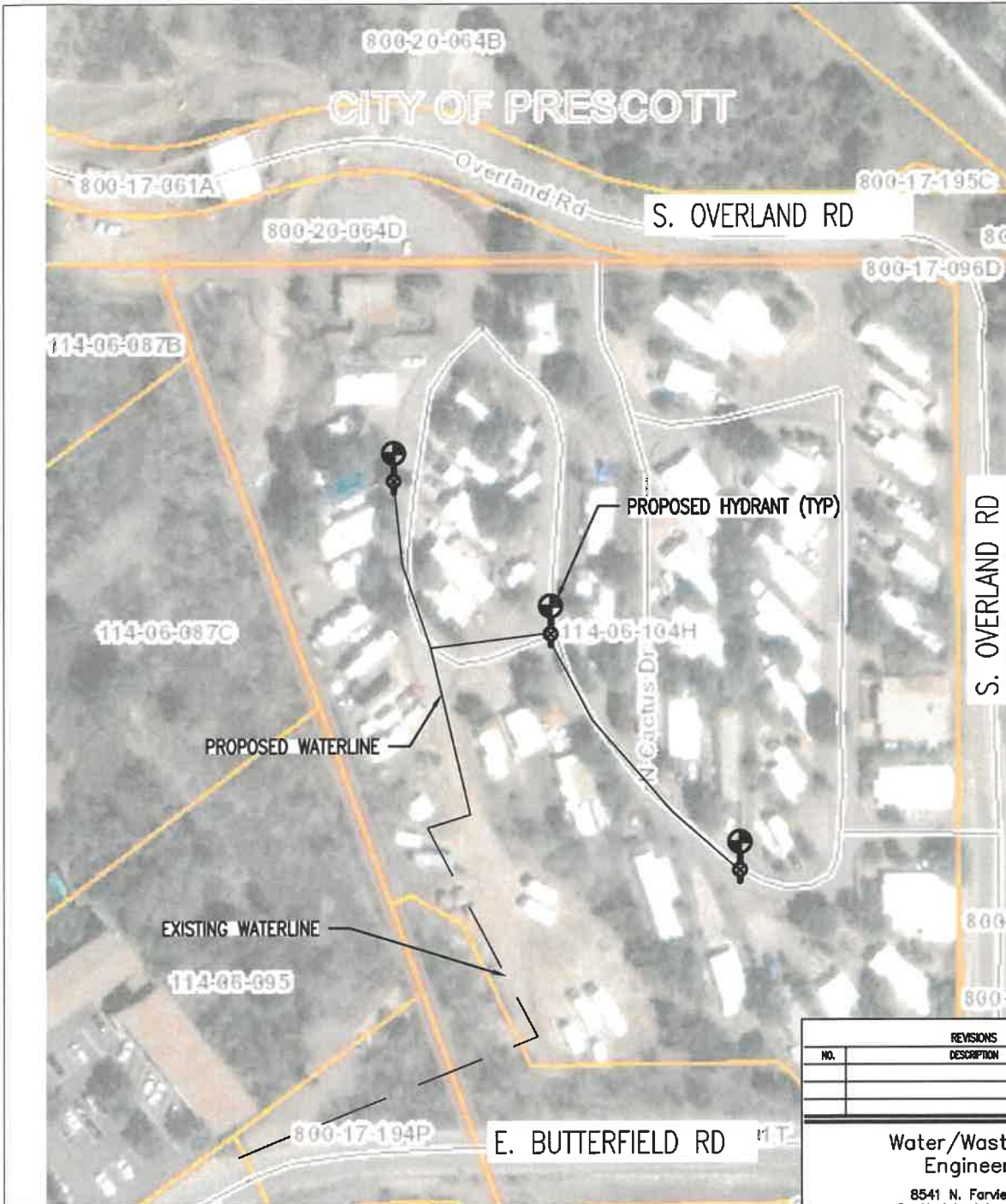
Cactus Ranch Mobile Home Park
Annexation
202 N Cactus Dr

This map is a product of
The City of Prescott



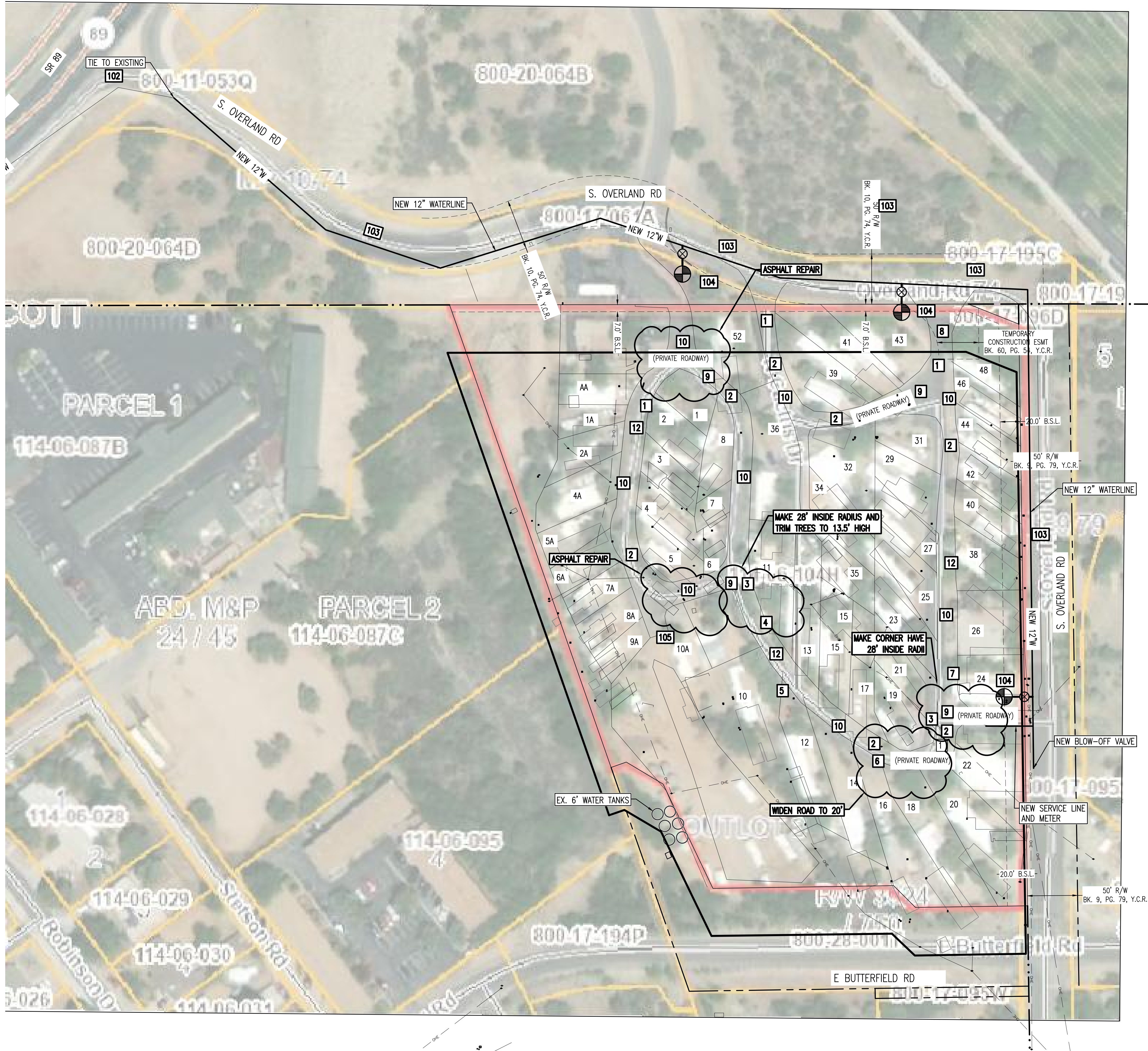
0' 1" = 415'





REVISIONS		
NO.	DESCRIPTION	DATE

Water/Wastewater Engineering 8541 N. Farview Drive Scottsdale Arizona 85258 Ph: 602-614-3721	
WATER SYSTEM CACTUS RANCH MHP	
PRESCOTT, ARIZONA	
DATE: DESIGNED: FILENAME:	DRAWN: CHECKED:
FIGURE 1	
SHEET 1 OF 1	
PROJECT NUMBER 638-1	



GENERAL NOTES:

- 1 MINIMUM HEIGHT CLEARANCE OVER ALL ROADWAYS IS 13'-6" (CLEARANCE ALSO APPLIES TO UTILITY WIRES AND LIMBS)
- 2 WHERE POSSIBLE, MINIMUM STREET WIDTH SHALL BE 20'
- 3 WIDEN ROADWAY CURVE TO ACHIEVE INSIDE RADIUS OF 28'
- 4 REMOVE TREES AT LOT 11 THAT OVERHANG THE ROADWAY
- 5 TRIM TREES AT 10 THAT DO NOT COMPLY WITH GENERAL NOTE 1 REQ.
- 6 EXPAND ROADWAY BETWEEN LOTS 18/19 TO MEET WITH GENERAL NOTE 2 REQ.
- 7 CUT BACK GRADING AT LOT 24 TO MEET WITH GENERAL NOTE 2 REQ.
- 8 WIDEN ROADWAY BETWEEN LOT 43 AND 48 TO MEET WITH GENERAL NOTE 2 REQ.
- 9 POST NO PARKING SIGNS ON ALL STREET
- 10 REPAIR ALL PAVEMENT WHERE THERE IS EXISTING ASPHALT EROSION
- 11 EXISTING SOIL CONDITIONS SHALL BE ABLE TO SUPPORT A 72,000 LB FIRE TRUCK (STUDY PROVIDED SEPERATLY)
- 12 FINAL DESIGN TO BE DETERMINED AFTER ANNEXATION AND HYDRANT LOCATIONS AS REQUIRED BY FIRE INSPECTOR.

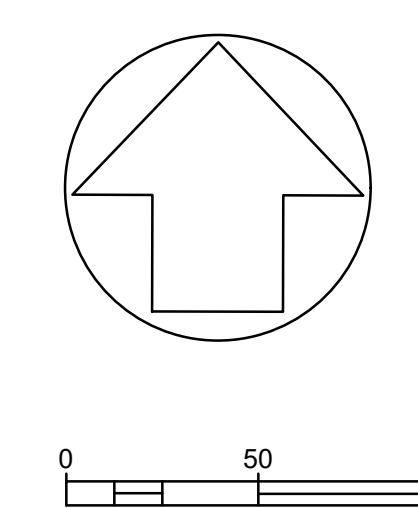
WATER NOTES:

- 101 THE WATER LINE IS PRELIMINARY AND IS SUBJECT TO COMMENTS FROM THE FIRE INSPECTOR AND THE CITY ENGINEERING DEPARTMENT
- 102 TIE IN TO EXISTING LINE NEAR SR 89/OVERLAND RD INTERSECTION
- 103 THE NEW MAIN WILL BE RUN IN THE EXISTING ROAD. RUN NEW 12" MAIN SUBJECT TO FINAL DESIGN
- 104 RUN THE NEW MAIN TO SERVE THE FIRE HYDRANTS TO BE LOCATED BY THE FIRE INSPECTOR. BOLLARDS REQUIRED AROUND FIRE HYDRANTS

ADDITIONAL NOTES:

- I. TREES TO BE CLEARED IN FIRE ACCESS ROADS TO 13.5' HIGH
- II. BOLLARDS REQUIRED AROUND FIRE HYDRANT PER CITY OF PRESCOTT GENERAL ENGINEERING STANDARDS
- III. ALL FIRE DEPARTMENT NOTED ITEMS TO BE ADDRESSED AND FUNDED BY THE APPLICANT AS A CONDITION OF THIS PROPERTY BEING ANNEXED INTO THE CITY LIMITS. ALL WORK TO BE COMPLETED WITHIN 1 YEAR OF ANNEX APPROVAL

NOT FOR CONSTRUCTION



REVISIONS		
NO.	DESCRIPTION	DATE
Water/Wastewater Engineering		
8311 E. Via De Ventura #1005 Scottsdale Arizona 85258 Ph: 602-614-3721		
FIRE INSPECTOR RESPONSES CACTUS RANCH MHP		
PRESCOTT, ARIZONA		
DATE:	DRAWN:	
DESIGNED:	CHECKED:	
FILENAME:		
FIGURE 1		
SHEET 1 OF 1		
PROJECT NUMBER		
19004		

Attachment E

Formula 1:

The groundwater allowance will increase following the recording of a final plat for each of the subdivisions listed in Attachment B, so long as the conditions of this Decision and Order are met. The groundwater allowance will increase in accordance with the following formula:

The number of lots in the subdivision x 2.15 (average dwelling occupancy) x 150 gallons per capita per day x 365 days x 100

Divide product by 325,851 gallons/acre-foot to convert to acre-feet.

Formula 2:

The groundwater allowance will increase if Prescott replaces any residential groundwater use, including any non-residential use associated with the residential use, in existence on August 21, 1998, with permanent groundwater service by Prescott. The groundwater allowance will increase in accordance with the following formula:

0.5 acre-foot x the number of housing units receiving replacement water service x 100

**COUNCIL AGENDA MEMO****MEETING TYPE/DATE: VOTING MEETING 05-10-22****DEPARTMENT: Fire**

AGENDA ITEM: Approval of City Contract No. 2022-207 for the Purchase of One (1) Fire Aerial Platform Ladder Truck from Rosenbauer South Dakota LLC, Using Sourcewell Contract No. 113021-RSB in the Amount of \$1,667,114 with Taxes in the Amount of \$151,707.38 to be Paid Upon Vehicle Registration for a Total Amount of \$1,818,821.37. Funding is Available in the Fire Department Budget.

ITEM SUMMARY

Fleet Services, in conjunction with the Prescott Fire Department, is requesting authorization to purchase one (1) ea. Aerial Platform Ladder Truck to replace Vehicle No. 1068. The vehicle being purchased is a Rosenbauer Commander Chassis and Rosenbauer 101' King Cobra Aerial Platform body. The purchase will be made utilizing Sourcewell Contract No. 113021-RSD to ensure the best possible pricing for the City of Prescott. This purchase is part of the American Rescue Plan Act (ARPA) funding previously discussed with council.

BACKGROUND

The Fleet Services Division replaces aging vehicles used in Fire operations which are at or are approaching 14 years old or 150,000 miles, have reached the end of their useful life, and are becoming mechanically unreliable for emergency operations.

Vehicle No. 1068 was identified for replacement in FY23. Vehicle No. 1068 is a 19-year-old HME Ladder/pumper with 82,000 miles. Given the age of this vehicle we have experienced extended downtime in recent years while finding it difficult to source parts to repair. The aerial ladder is extremely difficult to pass inspection because of the age and use. In addition, this unit will no longer be able to be certified for use due to its age within the next few years.

The replacement was reviewed by the fleet asset review board (FARB) and approved. The FARB considered the age, mileage, and work order history of the vehicles.

Vehicle	Maintenance Cost	Downtime Number (Days)
1068	\$32,856.46	68

Note: Costs and downtime were calculated from April 1, 2020 to April 1, 2022 to reflect the extended maintenance and downtime over the last budget cycle to current.

Vehicle No. 1068 currently costs the Fire Department \$9.08 per mile in maintenance expenses, which include Fleet charges, tires, etc. to operate. These expenses do not include fuel. In contrast, the youngest ladder truck in the fleet, Vehicle No. 1201, is a 16-year old truck that currently costs the Fire Department \$3.99 per mile in maintenance expenses. The department maintains two ladders to ensure response to the risk profile of the city and to maintain the City's Insurance Services Office (ISO) rating. Upgrading this equipment is expected to significantly reduce the service costs incurred.

The city will realize a discount of \$25,029 on the purchase of the fire truck by paying for the chassis and aerial when it arrives at the manufacturer. The cost of the chassis / aerial is \$928,880.00 and will be paid out of the FY23 budget.

FINANCIAL IMPACT

The total cost of the vehicle will be \$1,818,821.37. The initial \$928,880.00 payment for the vehicle chassis / aerial platform will be made in FY23. The remaining with discount, \$738,234.00 will be appropriated and paid for in FY24 when the City takes delivery of the completed vehicle. The tax of \$151,707.38 will be paid for when the vehicle is registered. The FY23 and FY24 payment will come from the capacity provided through the Coronavirus State and Local Fiscal Recovery Funds, which Council directed to be used for this project.

Recommended Action: MOVE to approve City Contract No. 2022-207

ATTACHMENTS

1. [Rosenbauer Quote.doc](#)



Bid Price and Delivery Schedule For
******* City of Prescott *******

Rosenbauer Minnesota, LLC is pleased to provide this bid proposal. The proposed apparatus has been tailored around the requirements of the fire service industry and we are confident that our proposal will meet and exceed the needs of the department. The proposed apparatus will be constructed utilizing only the highest quality materials and workmanship available in the industry. The apparatus will provide the upmost firefighter safety and efficiency on the fire ground along with extended life and lower maintenance cost throughout the life of the vehicle.

Rosenbauer 101' King Cobra Aerial Platform	\$1,692,143.00 plus tax**
On a Rosenbauer Commander chassis	

**** Includes two factory trips for three department personnel and full complement of gear to outfit new unit**

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and are provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for automotive fire apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Contract Terms

Delivery:

The proposed apparatus shall be completed within 485-calendaer days after the completion of the preconstruction meeting and final production specifications have been approved by the City of Prescott Fire Department

Price Terms:

This offer shall remain valid until May 31, 2022

Options:

Loose equipment – Listed on separate attachment >> Deduct loose equipment -\$93,807.00

Prepayment options:

Chassis only – should the city decide to prepay for the chassis when it's complete a discount of \$15,325.00 will be deducted from the contract price. This option can be used in conjunction with aerial only prepay but NOT with 100% prepay option.

Aerial only – Should the city decide to prepay for the aerial device when it's complete a discount of \$9,704.00 will be deducted from the contract price. This option can be used in conjunction with chassis only prepay but NOT with 100% prepay option.

100% Prepayment – should the city decide to pay for the unit 100% at the time of order a discount of \$43,227.00 would be deducted from the contract price. This option includes a 100% performance bond to guarantee the unit. This option CANNOT be used in conjunction with the chassis or aerial only discounts as they are included in the 100% total discount.

Sales tax options:

Full tax rate – include 9.1% in contract price (not included in price on first page)

State only 5.6% tax rate – If the City pays the tax directly to the state when licensing the unit after completion they would only need to pay the state rate of 5.6% (not included in price on first page)

Payment:

Contract payment of one-hundred percent (100%) of the purchase price shall be paid upon delivery and acceptance of the completed unit.

I want to thank the City of Prescott for the opportunity to serve the needs of the department.

Sincerely,

Chad Horne

Chad Horne
Rosenbauer America