



# *City of Apache Junction*

*Home of the Superstition Mountains*

## **APACHE JUNCTION CITY COUNCIL WORK SESSION**

**CITY COUNCIL CHAMBERS  
300 EAST SUPERSTITION BOULEVARD  
APACHE JUNCTION, ARIZONA 85219**

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**Monday, April 6, 2009  
7:00 PM**

### **AGENDA**

#### **1. CALL TO ORDER.**

#### **2. ROLL CALL.**

#### **3. DISCUSSION ON A CABLE TV TECHNICAL CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF APACHE JUNCTION AND KRAMER.FIRM, INC.**

Discussion on an agreement that would retain Kramer.Firm, Inc. to perform technological consulting services to assist the City in ensuring that Mediacom is in compliance with current laws and regulations. The parties have created an agreement setting forth the conditions of such an arrangement, and the City will pay Kramer.Firm an amount not to exceed \$26,090.00 to perform related technical inspections, evaluations, consultation and reporting services.

#### **4. DISCUSSION ON AMENDING THE CITY TAX CODE (CHAPTER 8A) TO HAVE THE PRIVILEGE LICENSE VALID FOR THE CALENDAR YEAR IN WHICH IT WAS ISSUED. THIS WILL BRING THE CITY LICENSE EXPIRATION DATES INTO CONFORMITY WITH WHAT IS OUTLINED AND REQUIRED BY THE MODEL CITY TAX CODE.**

Arizona cities and towns are required to adopt and adhere to the provisions of the Model City Tax Code. Apache Junction originally adopted this code in 1987. At this time it is necessary to adopt a change to the privilege license renewal time so that we are in compliance with the Model City Tax Code.

#### **5. UPDATE AND DISCUSSION ON THE CITY BUDGET.**

Donna Meinerts, Finance Director, will provide an update on the City budget.

#### **6. DISCUSSION ON PROPOSED RESOLUTION NO. 09-08, AUTHORIZING SUBMISSION OF A COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING RECOVERY PROGRAM GRANT.**

Consideration of Resolution 09-08 for authorization to submit an application for the Community Oriented Policing Services (COPS) Hiring Recovery Program Grant. This program will assist law enforcement agencies to create and preserve sworn officer jobs and increase their community policing capacity and crime prevention efforts. Financial impact will occur in year four of the project.

#### **7. DISCUSSION ON RESOLUTION NO. 09-07, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.**

Discussion on Resolution No. 09-07, authorizing the submittal of an application for the American Recovery and Reinvestment Act of 2009: Edward Byrne Memorial Justice Assistance Grant Formula Local Solicitation Program Grant Application for the acquisition of equipment and the payment of overtime and administrative salaries to support the Apache Junction Police Department.

#### **8. DISCUSSION ON PROPOSED RESOLUTION NO. 09-05, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH PINAL COUNTY FOR REIMBURSEMENT OF OVERTIME AND EMPLOYMENT RELATED EXPENSES INCURRED DUE TO PINAL COUNTY LOCAL LAW ENFORCEMENT AGENCY PARTICIPATION IN THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY CONTRACT FOR THE HIGH VISIBILITY IMPAIRED DRIVING ENFORCEMENT PROGRAM.**

On December 10, 2008 the Pinal County Board of Supervisors approved Pinal County's participation in the Governor's Office of Highway Safety (GOHS) contract for the DUI enforcement. Local law enforcement agencies in Pinal County, including the City of Apache Junction, are

allowed to participate in this DUI enforcement program under the terms of the GOHS contract and receive reimbursement of overtime and employee related expenses incurred while participating in the program.

Resolution No. 09-05 will approve an intergovernmental agreement with the County for the City's participation in the program, and will authorize the Mayor to sign the agreement on behalf of the City.

**9. DISCUSSION ON PROPOSED AMENDMENTS TO THE FRONT YARD ZONING REGULATIONS.**

The City Council will review and discuss possible changes to the Zoning Code regulations regarding items allowed to be constructed or placed in the front yard of residential properties.

**10. DISCUSSION ON PLACING THE CALL TO THE PUBLIC PORTION OF THE CITY COUNCIL MEETING AT THE END OF THE AGENDA.**

Discussion on moving the Call to the Public portion of the regular council meetings to the end of the agenda and discontinuing the televising of Call to the Public for all future meetings.

**11. DISCUSSION ON TELEVISIONING THE CITY'S PLANNING AND ZONING COMMISSION MEETINGS.**

Council Member Serdy is desirous of a discussion on the City televising its Planning and Zoning Commission meetings.

**12. ADJOURNMENT.**

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Copies of this agenda and additional information regarding any of the items listed above may be obtained from the City Clerk's office:

**300 East Superstition Boulevard, Apache Junction, AZ**  
Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays

If any person with a disability needs any type of accommodation, please notify the Human Resources Office, at (480) 474-2617 or (480) 983-0095 (TDD) at least 72 hours prior to the scheduled time.



*City of Apache Junction*  
*Home of the Superstition Mountains*

 Print

**TO:** City Manager's Office  
**FROM:** R. Joel Stern, City Attorney  
**DATE:** April 6, 2009

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**Agenda Type :** Work Session Agenda  
**Council Priority Focus Area:** Additional Item Outside Scope of Identified Council Priorities

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**TITLE OF AGENDA ITEM:**

DISCUSSION ON A CABLE TV TECHNICAL CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF APACHE JUNCTION AND KRAMER.FIRM, INC.

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**ACTION REQUESTED:**

Presentation and Discussion

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**DISCUSSION / BACKGROUND INFORMATION:**

Discussion on an agreement that would retain Kramer.Firm, Inc. to perform technological consulting services to assist the City in ensuring that Mediacom is in compliance with current laws and regulations. The parties have created an agreement setting forth the conditions of such an arrangement, and the City will pay Kramer.Firm an amount not to exceed \$26,090.00 to perform related technical inspections, evaluations, consultation and reporting services.

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**FISCAL IMPACT:**

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**OPTIONS / ALTERNATIVES:**

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**RECOMMENDATION:**

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**ATTACHMENTS:**

Click to download

 [Consulting Services Agreement with Kramer.Firm](#)

**CABLE TV TECHNICAL CONSULTING SERVICES AGREEMENT**  
**BETWEEN THE CITY OF APACHE JUNCTION**  
**AND KRAMER.FIRM, INC.**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF APACHE JUNCTION, ARIZONA, an Arizona municipal corporation ("City") and KRAMER.FIRM, INC., a California corporation ("Consultant") for the project entitled "Cable TV Technical Consulting Services."

WHEREAS, City desires to retain a technological consultant to assist in ensuring the City-wide cable TV provider, Mediacom, Inc., is in compliance with current laws and regulations and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the parties; and

WHEREAS, while the open market procedures set forth in Apache Junction City Code have been satisfied to the extent they are applicable.

NOW, THEREFORE, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services required according to the terms and conditions and for the consideration set forth below:

1. **CONSULTANT'S DUTIES:** Consultant agrees to perform the professional services set forth in Exhibit A.

2. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for its professional services as set forth in Exhibit B in an amount not to exceed Twenty Six Thousand Ninety Dollars and Zero Cents (\$26,090.00). Exhausting this total amount payable for activities described in Exhibit A shall not relieve Consultant of its obligations to perform such services. Should City request additional services beyond those specified in Exhibit A, Consultant shall charge and City shall pay an hourly rate as outlined in Exhibit B.

3. **TERM:** This Agreement shall be effective beginning on the day and year first written above and shall remain in full force and effect for twelve (12) months from said date.

4. **CONSULTANT BILLING:** Consultant shall bill City on a time and expense basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

**5. CITY'S STANDARD OF PERFORMANCE:** City shall furnish Consultant with all data, information and other supporting services specified in Exhibit A, including but not limited to reasonable access to all correspondence with and related to Mediacom, Inc., its parent company, any former operators within the areas governed by the City, and all other materials related to cable television under the control of the City and/or its employees and agents necessary for Consultant to complete its assignment. Additionally, City will provide Consultant with a letter of authority for Consultant to carry while in the field, along with letters informing state, county, and local law enforcement officials of Consultant's assignments and authority.

**6. CONSULTANT'S STANDARD OF PERFORMANCE:** While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement.

**7. NOTICES:** All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

**If to City:** George Hoffman  
City Manager  
City of Apache Junction  
300 East Superstition Boulevard  
Apache Junction, AZ 85219

**And to:** R. Joel Stern  
City Attorney  
City of Apache Junction  
300 East Superstition Boulevard  
Apache Junction, AZ 85219

**If to Consultant:** Jonathan Kramer  
Kramer.Firm, Inc.  
2001 S. Barrington Avenue  
Suite 306  
Los Angeles, CA 90025-5379

**8. TERMINATION:** This Agreement may be terminated by either party upon fifteen (15) calendar days' written notice. If this Agreement is terminated, Consultant shall be paid for services performed to the date of receipt of such termination notice. In the event of such termination, Consultant

shall deliver to City all work in any state of completion at the date of effective termination.

9. **SUBCONTRACTORS:** Consultant shall not employ any subcontractors to perform its obligations under this Agreement since City is relying on Consultant's personal skills and abilities, which are non-assignable, as noted in Section 19 below.

10. **RECORDS:** Records of Consultant's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

11. **INSURANCE:** Consultant, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for the deductible and/or self retention and City, at its option, may require Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

**City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of, City's right to insist on strict fulfillment of Consultant's obligations under this Agreement.**

**The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as Additional Insureds.**

### **REQUIRED COVERAGE**

#### **Commercial General Liability**

**Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or any replacements thereof.**

**Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.**

**The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Consultant's operations and products and completed operations.**

**If required by this Agreement, if Consultant sublets any part of the work, services or operations, Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Consultant's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Consultant's Commercial General Liability insurance.**

### **Automobile Liability**

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

### **Workers' Compensation**

Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Consultant certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such provisions before commencing the performance of the work of this Agreement."

If Consultant has no employees for whom workers' compensation insurance is required, Consultant shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

In case any work is subcontracted, Consultant will require subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Consultant.

### **Certificates of Insurance**

Prior to commencing work or services under this Agreement, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance



and endorsements shall be subject to the approval of the Apache Junction City Attorney's Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85219.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. Policies or certificates and completed forms of City's Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

"Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy."

#### **Cancellation and Expiration Notice**

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to City.

**12. EXCUSABLE DELAYS:** City and Consultant shall exert all efforts to perform their respective responsibilities under this Agreement. However, neither party shall hold the other party responsible for inability to render timely performance if such inability is a direct result of a force beyond its control, including but not limited to the following: strikes, lockouts, embargoes, failure of carriers, inability to obtain transportation facilities, acts of God, the public enemy, terrorists, or other events beyond the control of the other or the other's employees and agents.

**13. INDEMNIFICATION:** To the extent permitted by law, Consultant covenants and agrees to fully indemnify, hold harmless and defend City and its directors, councilmembers, board members, officers, agents, servants and employees from and against any and all claims or actions of whatsoever kind of character, whether real or asserted, arising out of or in connection with this Agreement. If any action or claim shall be brought or asserted against City or

its directors, councilmembers, officers, agents, servants or employees for which indemnity may be sought from Consultant, then City shall promptly notify Consultant in writing. Consultant agrees to within ten (10) working days of receiving such notice, assume the defense of City, and the payment of all expenses, including any attorney fees and all court costs which shall be paid as incurred. This indemnification provision shall apply to any and all acts or omissions, willful misconduct or negligent conduct, whether passive or active, on the part of Consultant, its directors, employees and agents. It is understood and agreed that Consultant may elect to self-insure or obtain insurance through against any or all of the risks related to this Agreement. Consultant shall provide City with a current insurance certificate or other evidence of coverage as appropriate. This section shall survive the expiration or early termination of this Agreement.

**14. WAIVER OF TERMS AND CONDITIONS:** The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

**15. INDEPENDENT CONTRACTOR:** Consultant shall at all times during Consultant's performance of the services retain Consultant's status as independent contractor. Consultant's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Consultant.

**16. GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

**17. OWNERSHIP OF RECORDS AND REPORTS:** All of the files, reports, documents, information as well as all data prepared in Autocad or other electronic drawing or text files or assembled in any other form by

Consultant under this Agreement, shall be and shall remain the property of City and shall be forwarded to City at any time City requires such papers and files.

18. **LICENSE**: Consultant represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Consultant understands that the activity described herein constitutes “doing business in the City of Apache Junction” and Consultant agrees to obtain a business/privilege license pursuant to Article 8-5 of the Apache Junction City Code and keep such license current during the term of this Agreement.

19. **NONASSIGNMENT**: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of Consultant. Neither party to this Agreement shall assign its interest in the Agreement, either in whole or in part. Consultant shall not assign any monies due or to become due to it hereunder without the prior written consent of City.

20. **ENTIRE AGREEMENT**: This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the Supporting Documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

21. **SEVERABILITY**: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

22. **CONFLICTS OF INTEREST**: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this contract.

23. **ACCURACY OF WORK**: Acceptance of services or work by City shall not relieve Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Consultant shall make all necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

24. **HEADINGS**: The headings for each paragraph and subparagraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs of this Agreement nor in any way affect this Agreement.

**25. AUTHORITY OF CONSULTANT: Each individual signing this Agreement on behalf of Consultant represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Consultant and this Agreement is binding upon said Consultant.**

**IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.**

**KRAMER.FIRM, INC.,  
a California corporation**

\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**CITY OF APACHE JUNCTION,  
an Arizona municipal corporation**

\_\_\_\_\_  
**By: JOHN S. INSALACO**  
**Title: Mayor**

**ATTEST:**

\_\_\_\_\_  
**KATHLEEN CONNELLY**  
**City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**RICHARD J. STERN**  
**City Attorney**

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **PHASE 1: FCC PROOF-OF-PERFORMANCE REPORT REVIEWS**

**Consultant shall conduct a comprehensive evaluation of the four most recent FCC Proof-of-Performance test reports (covering the past two years) to assess whether Mediacom has complied with the FCC proofing rules, and whether those reports, if reliable, disclose unusual system conditions or FCC rule violations.**

**FCC Proof-of-Performance tests are not routinely submitted to or reviewed by the FCC. The primary responsibility falls on the cable franchisor, here the City, to review and analyze these reports.**

#### **Deliverable**

**Consultant's findings regarding Mediacom's achievements and deficiencies shall be documented in a report to City. Consultant's report will be issued in conjunction with the Physical Plant Inspections report described below.**

#### **PHASE 2: INSPECTION SERVICES**

##### **Physical Plant Inspections - Subscriber Network**

**To assess the physical condition of Mediacom's cable system within the City, Consultant shall conduct a 150 point inspection, representing all major portions of the City, including single family, multiple family and commercial areas.**

**This 150 point inspection may, at Consultant's option, be substituted with a drive-out of no fewer than 35% of the total plant trunk mileage within the City if Consultant believes that a plant drive-out will yield more useful information for the City.**

**The physical evaluation will allow Consultant to assess and quantify the following items:**

- **Analysis of overhead and underground construction techniques in the new-build and existing-plant, and their impact on reliable system operation consistent with the requirements of the National Electrical Safety Code covering communications systems construction in public and private rights-of-way**

- Evaluation of plant bonding, consistent with the National Electrical Code
- (City-adopted edition) which is necessary to inhibit, for example, outages due to stray electrical currents
- Standby power supply construction
- Estimates of necessary additional work (if any) that Mediacom must do to comply with the applicable safety codes, cited above, to correct any physical defects or unresolved construction violation noted during the inspection
- Assessment of headend, over-the-air antenna, and satellite antenna construction issue
- Other items deemed pertinent to reliable system operation
- Photographic documentation may be included as an attachment to Consultant's written report to illustrate specific findings and/or violations

#### **Grounding Inspection - Subscriber Network**

To provide the City with an assessment of Mediacom's level of compliance with its obligation to ground its subscriber drops, Consultant will inspect at least 65 subscriber drop locations throughout the City. Consultant will determine if Mediacom has complied with the requirements of the City's electrical code based on the NEC standard.

#### **Deliverable**

Consultant's findings regarding Mediacom's achievements and deficiencies shall be documented in a report to the City. The findings in that report will be supported by representative photographs of any points Consultant believes are required to illustrate issues raised therein. This report will be issued approximately two to three business weeks after Consultant completes the inspection of the zone.

### **PHASE 3: FCC SIGNAL QUALITY EVALUATION (TRANSMISSION INSPECTION)**

#### **Electrical Plant Testing - Subscriber Network**

Consultant shall supervise Mediacom as Mediacom conducts an acceptance proof-of-performance test at twelve (12) subscriber network distribution

**locations, each located in different areas or fiber optic nodes (if applicable) in the cable system within the City area.**

**The signal quality at the locations will be inspected by Mediacom, at City's direction, under Consultant's supervision as set forth below. The locations will be representative of the entire system, and will include, but not be limited to, end of line locations, and the last reasonably accessible tap on the longest amplifier and line extender cascade.**

**A written report, including an executive report, detailing objective technical findings supporting objective and subjective conclusions will be submitted to the City.**

**The City should direct Mediacom to provide its local system technical staff to conduct the technical tests set out in this section. By having Mediacom's employees perform the tests under Consultant's supervision, Consultant will also be able to evaluate the technical skills possessed by the people who are charged with maintaining the quality of service. Also, when Mediacom performs tests using their own staff and equipment, it precludes them from later claiming that the tests were performed inaccurately, or that the equipment used was improperly calibrated.**

**Consultant has used this technique for more than 98% of its plant testing during the past 21+ years, including other inspections of Mediacom systems.**

**Consultant's methods, proposed in this document (and specifically in this section), make Mediacom—not the City—the critical link in accuracy and in responsibility.**

### **Test Equipment Calibration**

**Before the commencement of testing, Consultant requires that Mediacom present us with current calibration certificates issued by a competent calibration laboratory for all frequency/voltage sensitive equipment that will be used in the field testing.**

### **Testing of Subscriber Tap Locations**

**As noted above, all testing shall be performed by Mediacom technical staff under Consultant's supervision. Tests shall be performed at subscriber taps under the conditions found. These are the logical locations for testing since they are the points to which residential subscriber network users are connected. Additionally, under the FCC technical rules, tests are to be made at these points.**

To insure that Consultant's report reflects the true condition of the system, Consultant shall not permit Mediacom to correct problems found during the course of testing until all data for the failing site is collected.

### **Simulation of Standard Subscriber Cable Drop**

Mediacom shall connect the subscriber tap or service point output to the test equipment input via a 30-meter swept RG-59 or RG-56 subscriber drop cable (the correct length of cable as specified in the FCC rules). This procedure allows Consultant to simulate and document the actual signal levels provided to typical subscribers, usually without interrupting subscriber service.

Consultant may provide photographs of the test sites as an attachment to the written report to be submitted to the City.

### **Description of Distribution Tests to be Performed**

The following tests shall be performed at each of the distribution test points inspected permitting Consultant to evaluate and report on the technical performance of Mediacom's system:

#### ***Visual (Picture Signal) Carrier Levels on Each Activated Channel***

This measurement assesses compliance with FCC Part 76 Subpart K rules governing the minimum signal level permitted at a subscriber's television antenna terminals.

#### ***Aural (Sound Signal) Carrier Levels on Each Activated Channel***

This measurement assesses compliance with FCC Part 76 Subpart K rules governing the minimum signal level permitted at a subscriber's television antenna terminals. Audio levels that fall outside this permitted range can cause audio distortions or interference to the upper adjacent channel picture quality.

#### ***Peak-To-Valley on the Entire Band of Activated Channels***

This is a summation assessment which provides data about both the physical and electrical conditions of Mediacom's plant. Major physical and/or electrical defects are quickly and clearly identified by this test. Performing this test also permits Consultant to detect system adjustment problems, based on the performance of the system in the next section.

#### ***Adjacent Channel Video Difference on Activated Channels***

Another summation assessment, the adjacent channel video difference is computed to assess adherence to the FCC's rules designed to maintain video signals on all adjacent channels within a certain range. Some older



television tuners can fail to "lock" onto a channel properly if this specification is greatly exceeded.

***Carrier-to-Noise Ratio***

Universally regarded by industry engineers as the most critical picture-impacting specification, the Carrier-to-Noise ratio quantifies the amount of "snow" seen in a television picture.

***Low Frequency Distortions ("HUM")***

Hum is seen in pictures as one or two wide horizontal bars traveling upward through the picture. It is usually caused by defective or inadequate cable system electrical powering, filtering, corroded connectors, and/or grounding.

***Intermodulation Distortions***

These distortions are commonly seen as a "busy" picture background, usually as herringbone or diagonal line patterns. They are caused by the television channels intermixing within the field amplifiers. Sometimes, these distortions are caused when a cable operator provides its set-top converters with too much signal.

***RF Signal Leakage Evaluation***

The FCC sets strict limits for signal leakage from cable systems. The specific limits are frequency dependent. Excess signal leakage can cause interference to other radio services, including military and civilian aircraft, police, fire, amateur, and business radio users.

***Rating of Picture Distortions on All Activated Channels***

An evaluation of a cable television system is not truly complete without a visual inspection of the picture. Consultant uses the industry-standard six-step rating scale derived from the FCC's TASO subjective rating scale.

***Assessment of Maintenance Program and Grantee Technical Competence***

Performing the tests identified above will enable Consultant to assess and report on Mediacom's maintenance procedures, and the technical competence of their staff. By discussing discrepancies noted during the plant inspection, Consultant assesses their ability to reason and troubleshoot plant problems.

**Signal Quality Measurements to be made at the Headend for Satellite Services, Locally Originated, and Over-the-Air Broadcast Television Stations**

Prior to the Subscriber Network distribution plant testing described above, Consultant will observe, document, and report on the following parameters, measured at each of the headends;

- **Video carrier levels and picture quality on all channels leaving the headend**
- **Audio carrier levels on all channels leaving the headend**
- **FM radio carrier levels, if any**

**Using the methods described above, Consultant has conducted thousands of test point measurements in over one hundred major and two hundred smaller inspection projects since 1984, including other inspections of Mediacom systems.**

**Deliverable**

**Consultant's findings regarding Mediacom's achievements and deficiencies (if any) shall be documented in a report to the City. The findings in that report may be supported by representative photographs of any points Consultant believes are required to illustrate issues raised therein. This report will be issued approximately five (5) weeks after Consultant completes the inspection of the Mediacom system.**

**PHASE 4: FRANCHISE CONSULTING SERVICES**

**Consultant will assist the City on an as-needed, hourly basis as City reviews documentation from various sources and crafts cable franchise renewal documents.**

## **EXHIBIT B**

### **FEE SCHEDULE**

**Fixed-Fee (Phase) costs are listed below, as are Consultant's recommendations regarding which phases Consultant believes will be most valuable for the City:**

#### **Phase 1: FCC Proof of Performance Inspection Fee**

**Consultant's fixed fee to perform the work expressly described as Phase 1 in Exhibit A regarding Consultant's evaluation of Mediacom's FCC proof of Performance reports is \$3,200. Expenses are included.**

***Optional Phase: not recommended unless the City has received numerous picture quality complaints.***

#### **Phase 2: Physical Plant Safety Inspections Fee**

**Consultant's fixed fee to perform the work expressly described as Phase 2 in Exhibit A regarding Consultant's physical plant inspection of Mediacom is \$16,100. Expenses are included.**

**Recommended; this is the inspection phase most likely to product substantial findings.**

#### **Phase 3: FCC Signal Quality Inspections Fee**

**Consultant's fee to perform the work expressly described as Phase 3 in Exhibit A regarding Consultant's evaluation of Mediacom compliance with FCC signal quality rules is \$6,790. Expenses are included.**

**Optional Phase; not recommended unless the City has received numerous picture quality complaints.**

#### **Phase 4: Franchise Consulting Services**

**Consultant's hourly fee to assist the City craft franchise language and other related hourly cable television consulting services is \$220 per hour in 0.25 hour units.**

#### **Project Expenses:**

**For Phases 1, 2, and 3, expenses are included in the Phase fees quoted above. For Phase 4, expenses are not included and are billed at cost. Billable expenses in relation to Phase 4 include, but are not limited to travel,**

**messenger, meal costs, licensee fees, permits, registrations, lodging, meals, transportation, photocopying etc.**



# City of Apache Junction

Home of the Superstition Mountains

 Print

**TO:** City Manager's Office  
**FROM:** Kathy Connelly, City Clerk  
**DATE:** April 6, 2009

---

**Agenda Type :** Work Session Agenda  
**Council Priority Focus Area:** Revenue Development

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**TITLE OF AGENDA ITEM:**

DISCUSSION ON AMENDING THE CITY TAX CODE (CHAPTER 8A) TO HAVE THE PRIVILEGE LICENSE VALID FOR THE CALENDAR YEAR IN WHICH IT WAS ISSUED. THIS WILL BRING THE CITY LICENSE EXPIRATION DATES INTO CONFORMITY WITH WHAT IS OUTLINED AND REQUIRED BY THE MODEL CITY TAX CODE.

---

**ACTION REQUESTED:**

Presentation and Discussion

---

**DISCUSSION / BACKGROUND INFORMATION:**

Arizona cities and towns are required to adopt and adhere to the provisions of the Model City Tax Code. Apache Junction originally adopted this code in 1987. At this time it is necessary to adopt a change to the privilege license renewal time so that we are in compliance with the Model City Tax Code.

---

**FISCAL IMPACT:**

Budgetary Approval Not Required

---

**OPTIONS / ALTERNATIVES:**

---

**RECOMMENDATION:**

---

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



*City of Apache Junction*  
*Home of the Superstition Mountains*

 Print

**TO:** City Manager's Office  
**FROM:** Donna Meinerts, Finance Director  
**DATE:** April 6, 2009

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**Agenda Type :** Work Session Agenda

**Council Priority Focus Area:**

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**TITLE OF AGENDA ITEM:**

UPDATE AND DISCUSSION ON THE CITY BUDGET.

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**ACTION REQUESTED:**

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**DISCUSSION / BACKGROUND INFORMATION:**

Donna Meinerts, Finance Director, will provide an update on the City budget.

---

**FISCAL IMPACT:**

---

**OPTIONS / ALTERNATIVES:**

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**RECOMMENDATION:**

---

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



*City of Apache Junction*  
*Home of the Superstition Mountains*

 Print

**TO:** City Manager's Office  
**FROM:** Jerald Monhan, Chief of Police  
**DATE:** April 6, 2009

---

**Agenda Type :** Work Session Agenda  
**Council Priority Focus Area:** Public Safety

---

**TITLE OF AGENDA ITEM:**

DISCUSSION ON PROPOSED RESOLUTION NO. 09-08, AUTHORIZING SUBMISSION OF A COMMUNITY ORIENTED POLICING SERVICES (COPS) HIRING RECOVERY PROGRAM GRANT.

---

**ACTION REQUESTED:**

Recommendation for Approval

---

**DISCUSSION / BACKGROUND INFORMATION:**

Consideration of Resolution 09-08 for authorization to submit an application for the Community Oriented Policing Services (COPS) Hiring Recovery Program Grant. This program will assist law enforcement agencies to create and preserve sworn officer jobs and increase their community policing capacity and crime prevention efforts. Financial impact will occur in year four of the project.

---

**FISCAL IMPACT:**

---

**OPTIONS / ALTERNATIVES:**

---

**RECOMMENDATION:**

Staff requests the City Council to approve Resolution 09-08 authorizing the submission of a COPS Hiring Recovery Program Grant application.

---

**ATTACHMENTS:**

Click to download

- [Resolution No. 09-08](#)
- [Project Budget](#)
- [Council Report](#)

RESOLUTION NO. 09-08

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING SUBMISSION OF A GRANT TO THE UNITED STATES DEPARTMENT OF JUSTICE FOR PARTICIPATION IN ITS AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (PUBLIC LAW 111-5) COPS HIRING RECOVERY PROGRAM.

WHEREAS, the City of Apache Junction is desirous of meeting the public safety needs of its citizens; and

WHEREAS, pursuant to the American Recovery and Reinvestment Act of 2009 (hereinafter "Act"), the United States Department of Justice is administering the COPS Hiring Recovery Program; and

WHEREAS, the activities within this grant address identified public safety needs; and

WHEREAS, a grantee of Act funds is required to comply with the program guidelines and federal statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Mayor and City Council of the City of Apache Junction authorize application to be made to the United States Department of Justice for American Recovery and Reinvestment Act of 2009 COPS Hiring Recovery Program funds.
- 1) The City Manager or his designee is authorized to sign an application for receipt and use of these funds in an amount not to exceed \$1,343,040 for the hiring of six law enforcement officers.
- 2) The City Manager or his designee, is authorized to take all actions necessary to implement and complete the activities submitted in said grant.
- 3) This application for Federal Act funds meets the program requirements for public safety activities as contained in the Act.
- 4) The City of Apache Junction shall comply with all Act guidelines, federal statutes and regulations applicable to the American Recovery and Reinvestment Act Of 2009 (Public Law 111-5) COPS Hiring Recovery Program.

RESOLUTION NO. 09-08

PAGE 1 OF 2



PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
APACHE JUNCTION, ARIZONA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

SIGNED AND ATTESTED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
JOHN S. INSALACO  
Mayor

ATTEST:

\_\_\_\_\_  
KATHLEEN CONNELLY  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD J. STERN  
City Attorney

Attachment Two

Project Budget

Year One

Salary and ERE	CHRP	City	Total
Officer 1*	71,318	0	71,318
Officer 2*	71,318	0	71,318
Officer 3*	71,318	0	71,318
Officer 4*	71,318	0	71,318
Officer 5*	71,318	0	71,318
Officer 6*	71,318	0	71,318
<b>Total</b>	<b>427,908</b>	<b>0</b>	<b>427,908</b>

\*Salary \$45,691; employee related expenses ("ERE") \$25,627;  
Total \$71,318/officer

Year Two

Salary and ERE	CHRP	City	Total
Officer 1**	71,318	3,246	74,564
Officer 2**	71,318	3,246	74,564
Officer 3**	71,318	3,246	74,564
Officer 4**	71,318	3,246	74,564
Officer 5**	71,318	3,246	74,564
Officer 6**	71,318	3,246	74,564
<b>Total</b>	<b>427,908</b>	<b>19,476</b>	<b>447,384</b>

\*\*Salary \$47,656; ERE \$26,908; Total \$74,564/officer

Assumptions:

- A 4.3% step increase in salary from previous year.
- A 5% increase in employee related expenses from previous year.
- CHRP does not fund salary or ERE increases.

Year Three

<b>Salary and ERE</b>	<b>CHRP</b>	<b>City</b>	<b>Total</b>
Officer 1***	71,318	6,640	77,958
Officer 2***	71,318	6,640	77,958
Officer 3***	71,318	6,640	77,958
Officer 4***	71,318	6,640	77,958
Officer 5***	71,318	6,640	77,958
Officer 6***	71,318	6,640	77,958
<b>Total</b>	<b>427,908</b>	<b>39,840</b>	<b>467,748</b>

\*\*\*Salary \$49,705; ERE \$28,253; Total \$77,958/officer

**Assumptions:**

- A 4.3% step increase in salary from previous year.
- A 5% increase in employee related expenses from previous year.
- CHRP does not fund salary or ERE increases.

Year Four

<b>Salary and ERE</b>	<b>CHRP</b>	<b>City</b>	<b>Total</b>
Officer 1****	0	81,508	81,508
Officer 2****	0	81,508	81,508
Officer 3****	0	81,508	81,508
Officer 4****	0	81,508	81,508
Officer 5****	0	81,508	81,508
Officer 6****	0	81,508	81,508
<b>Total</b>	<b>0</b>	<b>489,048</b>	<b>489,048</b>

\*\*\*\*Salary \$51,842; ERE \$29,666; Total \$81,508/officer

**Assumptions: A 4.3% step increase in salary and a 5% increase in employee related expenses from previous year.**

Summary Number 1

This summary is based on the assumption that CHRP will not cover staff and ERE increases in years 2 and 3 of the project.

<b>Year</b>	<b>CHRP</b>	<b>City</b>	<b>Total</b>
Year 1	427,908	0	427,908
Year 2	427,908	19,476	447,384
Year 3	427,908	39,840	467,748
Year 4	0	489,048	489,048
<b>Total</b>	<b>1,283,724</b>	<b>548,364</b>	<b>1,832,088</b>

Summary Number 2

This summary is based on the assumption that CHRP will cover staff and ERE increases in years 2 and 3 of the project.

This summary was utilized in the preparation of the staff report and Resolution Number 09-08. That Resolution stipulates that the City is authorized to submit an application that does not exceed \$1,343,040.

Resolution Number 09-08 enables the City to include in its application the salary and ERE increases if staff learns that such increases are fundable after the City Council meeting on April 7, 2009.

<b>Year</b>	<b>CHRP</b>	<b>City</b>	<b>Total</b>
Year 1	427,908	0	427,908
Year 2	447,384	0	447,384
Year 3	467,748	0	467,748
Year 4	0	489,048	489,048
<b>Total</b>	<b>1,343,040</b>	<b>489,048</b>	<b>1,832,088</b>



# City of Apache Junction

## Department of Public Safety

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### MEMORANDUM

**DATE:** March 25, 2009

**TO:** The Honorable Mayor and City Council

**THROUGH:** George Hoffman, City Manager

**FROM:** Jerald Monahan, Director of Public Safety/Chief of Police *JM*

**SUBJECT:** American Recovery and Reinvestment Act of 2009:  
COPS Hiring Recovery Program

#### REQUEST

Staff respectfully requests that the City Council adopt Resolution 09-08 authorizing the submission of a COPS Hiring Recovery Program grant application.

The resolution stipulates that the City is applying for an amount not to exceed \$1,343,040 to be used to hire an entry level police officer for each of the Police Department's six squads.

See Attachment One for Resolution Number 09-08.

#### BACKGROUND

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009, P.L.111-5, ("Act").

#### CHRP

One the Act's components is the COPS Hiring Recovery Program ("CHRP"). CHRP provides funding directly to law enforcement agencies to hire and/or rehire career law enforcement officers in an effort to create and preserve jobs, and to increase their community policing capacity and crime-prevention efforts.

CHRP grants cover 100 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-

time sworn career law enforcement officer over three years (36 months).

CHRP grants may be used to: (1) hire new officer positions (including filling existing officer vacancies that are no longer funded in an agency's budget); (2) rehire officers who have been laid off as result of state, local or tribal budget cuts; or (3) rehire officers who are scheduled to be laid off on a specific future date as a result of state, local or tribal budget cuts. An applicant may request funding in one or more of the above-referenced hiring categories under CHRP.

#### Allowable Costs

The only allowable costs under CHRP are the approved full-time entry-level salaries and fringe benefits of newly hired or rehired sworn career law enforcement officers hired or rehired on or after the grant award start date.

A "career law enforcement officer" is a person hired on a permanent basis who is authorized by law, or by a state, local, or tribal agency, to engage in or oversee the prevention, detection, or investigation of violations of criminal laws. Officers previously employed by an agency who have been (or are currently scheduled to be) laid off as a result of budget cuts may be rehired using CHRP grant funds, but funding requests must be limited to an agency's entry-level salaries and fringe benefits for full-time officers. An agency will be responsible for paying any costs that exceed entry-level salaries and fringe benefits with local funds.

#### Unallowable Costs

All items other than entry-level personnel costs (salaries and fringe benefits) as described in the preceding section are considered unallowable under CHRP. Requests for equipment, training, uniforms, and vehicles are not permitted under CHRP.

In addition, the following personnel costs are unallowable:

- Salaries and fringe benefits of existing locally-funded officers, unless those officers are currently (at the time of application) scheduled to be laid off on a specific future date.
- Salaries and fringe benefits over and above an agency's entry-level salaries and fringe benefits for officers.
- Salaries and fringe benefits for civilian / non-sworn personnel.



- Salaries and fringe benefits for part-time officer positions.
- Overtime costs.
- Salaries and fringe benefits for furloughed officers.
- Contractual arrangements for law enforcement services.

The application is due on or before April 14, 2009.

## DISCUSSION

### Departmental Need

The Apache Junction Police Department is requesting funding for six (6) entry level Patrol Officer positions. The Patrol staffing levels are sub-standard, currently at five (5) Officers assigned per shift not to include Officers on sick leave, vacation leave, and court assignment. The absence of one Officer on an individual shift results in a twenty percent (20%) reduction in the staffing level for that given shift. In addition, priority calls for service require a minimum of two (2) officers to complete the call objectives in a safe manner. Often, multiple priority calls for service can occur at the same time. The six (6) entry level Patrol Officers positions would represent a twenty percent increase in patrol staffing levels. This staffing increase represents actual Officers answering calls for service requested by the public.

The City of Apache Junction has experienced an increase in traffic accidents as a result of sub-standard staffing of our Traffic Enforcement Unit. The six (6) requested positions will allow Traffic units to focus on neighborhood quality of life issues such as speed enforcement in neighborhoods with small children, school zones, etc. In addition, these positions will fulfill targeted Community Policing activities or strategies such as bicycle patrols in the business district, attendance of community meetings and/or neighborhood watch groups. Officers, working along with members of the community, will partner with neighborhoods to build a strategy to effectively mitigate poor quality of life issues within those individual neighbors.

See Attachment Two for Project Budget.

### Grant requirements

There is no local match or cap on the amount of funding that can be requested. However, the following are requirements of the COPS Hiring Grant Program:

### Entry Level Salary

CHRP grant funding will be based on an agency's current entry-level salary and fringe benefits for full-time sworn officers. Any additional costs for higher than entry-level salaries and fringe benefits will be the responsibility of the grantee agency.

When this report was prepared, it was unclear if CHRP would fund increases in either salary or employee related expenses from Year One to Year Two and from Year Two to Year Three of the project. If such increases occur, and are not funded by CHRP, the City's financial responsibility in Year Two would be \$19,476 and \$39,840. See details in Attachment Two (Project Budget).

### Retention

CHRP grantees are required to retain all full-time officer positions awarded for at least 12 months from the time that the 36 months of grant funding for each CHRP position expires.

The additional officer positions should be added to an agency's law enforcement budget with state and/or local funds, over and above the number of locally-funded officer positions that would have existed in the absence of the grant.

Absorbing CHRP-funded officers through attrition (rather than adding the extra positions to your budget with additional funding) does not meet the retention requirement.

At the time of the grant application, applicants are required to affirm that their agency plans to retain any additional officer positions awarded following the expiration of the CHRP grant and identify their planned source(s) of retention funding.

Agencies applying for CHRP funding are committing to retain each officer position awarded for at least 12 months following the conclusion of 36 months of federal funding for that position. Agencies that do not plan to retain all officer positions under this grant program are ineligible to apply for CHRP funding.

At the conclusion of federal funding, agencies that fail to retain the additional officer positions awarded under the CHRP grant may be ineligible to receive future COPS grants for a period of one to three years.

Based on the projects and assumptions contained in the Project Budget, the City's financial responsibility in Year Four of the



Project may be \$489,048. See details in Attachment Two (Project Budget).

### Reporting Requirements

CHRP grantees are required to submit quarterly financial status reports and quarterly programmatic progress reports to the COPS Office.

In addition, Section 1512 of the Recovery Act requires CHRP grantees to report their financial and programmatic progress within 10 days after the end of each calendar quarter, including the number of new jobs created and the number of jobs preserved using CHRP funding. The COPS Office is required to post data from grantee reports to Recovery.gov.

The submission of all requested financial and programmatic reports on a timely basis is a significant condition of the CHRP grant award, and a violation of the grant requirement may result in termination of grant funding or other remedies.

### Community Policing

Part of the application is the submission of a Community Policing Plan that addresses the applicant's plan for: 1) developing community partnerships and support including consultation with community groups, private agencies and/or other public agencies; 2) related governmental and community initiatives that complement the applicant's proposed use of CHRP funding; and 3) how the applicant will use the CHRP funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing.

If funded, the applicant will be held accountable for implementing the community policing statement included in its application.

See Attachment Three for additional Grant Requirements.

### **RECOMMENDATION**

Staff respectfully recommends that Council approve Resolution Number 09-08.

### **ACTION REQUIRED**

Review and discussion of the staff's request.

Staff respectfully seeks adoption of Resolution Number 09-08 and direction to submit the application.

Attachment 1: Resolution Number 09-08

Attachment 2: Project Budget

Attachment 3: Grant Requirements



*City of Apache Junction*  
*Home of the Superstition Mountains*

 Print

**TO:** City Manager's Office  
**FROM:** Jerald Monahan, Chief of Police  
**DATE:** April 6, 2009

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**Agenda Type :** Work Session Agenda  
**Council Priority Focus Area:** Public Safety

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**TITLE OF AGENDA ITEM:**

DISCUSSION ON RESOLUTION NO. 09-07, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

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**ACTION REQUESTED:**

Recommendation for Approval

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**DISCUSSION / BACKGROUND INFORMATION:**

Discussion on Resolution No. 09-07, authorizing the submittal of an application for the American Recovery and Reinvestment Act of 2009: Edward Byrne Memorial Justice Assistance Grant Formula Local Solicitation Program Grant Application for the acquisition of equipment and the payment of overtime and administrative salaries to support the Apache Junction Police Department.

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**FISCAL IMPACT:**

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**OPTIONS / ALTERNATIVES:**

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**RECOMMENDATION:**

Staff request the City Council to approve Resolution 09-07 authorizing the submission of an Edward Byrne Memorial Justice Assistance Grant Formula Local Solicitation Program Grant Application

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**ATTACHMENTS:**

Click to download

- [Resolution No 09-07](#)
- [Project Budget](#)
- [Council Report](#)

RESOLUTION NO. 09-07

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, AUTHORIZING SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE FOR PARTICIPATION IN ITS AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (PUBLIC LAW 111-5) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FORMULA LOCAL SOLICITATION PROGRAM.

WHEREAS, the City of Apache Junction is desirous of meeting the public safety needs of its citizens; and

WHEREAS, pursuant to the American Recovery and Reinvestment Act of 2009 (hereinafter "Act"), the United States Department of Justice is administering the Edward Byrne Memorial Justice Assistance Grant Formula Local Solicitation Program; and

WHEREAS, the activities within this grant address identified public safety needs; and

WHEREAS, a grantee of Act funds is required to comply with the program guidelines and federal statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1) The Mayor and City Council of the City of Apache Junction authorize application to be made to the United States Department of Justice for American Recovery and Reinvestment Act of 2009 Edward Byrne Memorial Justice Assistance Grant Formula Local Solicitation Program funds.
- 1) The City Manager or his designee is authorized to sign an application for receipt and use of these funds in an amount not to exceed \$77,576 for the acquisition of equipment and the payment of overtime and administrative salaries to support the Apache Junction Police Department.
- 2) The City Manager or his designee, is authorized to take all actions necessary to implement and complete the activities submitted in said grant.
- 3) This application for Federal Act funds meets the program requirements for public safety activities as contained in the Act.
- 4) The City of Apache Junction shall comply with all Act guidelines, federal statutes and regulations applicable to the American Recovery and Reinvestment Act Of 2009 (Public

Law 111-5) Edward Byrne Memorial Justice Assistance Grant  
Formula Local Solicitation Program.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF  
APACHE JUNCTION, ARIZONA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

SIGNED AND ATTESTED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
JOHN S. INSALACO  
Mayor

ATTEST:

\_\_\_\_\_  
KATHLEEN CONNELLY  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD J. STERN  
City Attorney

**Attachment Two**

**Project Budget**

**Equipment** **\$ 52,625**

**PocketCitation™** is a complete electronic ticketing solution that enables law enforcement officers to issue traffic citations on any handheld device. Officers simply scan the offender's driver's license and **PocketCitation™** fills in the appropriate information. The officer chooses the vehicle information and applicable violation(s) from drop-down menus and in just six to 10 clicks the citation is complete. **PocketCitation's** "Smart-Logic" feature then auto-populates the citation with the appropriate statute number, a state-issued citation number and fine and court information. Multiple citations can be issued during the same traffic stop simply by selecting different violations and printing the tickets. Citations are printed using a wireless (Bluetooth or 802.11) connection to a thermal or portable printer, and the ticket printout is fully customized to match the design requested by each agency.

**Personnel** **\$ 17,193**

With the remaining balance of these funds, approximately 22 TOAST Operations could be deployed in 4 hour saturations with at least three (3) officers, one (1) K-9 and one (1) dedicated communications operator. The dedicated communications operator is needed to handle the specialized radio traffic generated by these deployments and additionally officers' safety. The operational funding is projected to cover payroll, incidental costs to include but not limited to confidential informant payments for evidence and information when warranted.

Approximate hourly overtime for requested personnel are as follows: 1) Police Officers/K-9 Officer, \$50.00 an hour and; 2) Communications Operator, \$40.00 an hour.

**Administration** **\$ 7,758**

Maximum allowed under grant for project administration. Funds will reimburse the Police Department for submission of project reports, updates, and other paperwork as stipulated in the grant guidelines.

**Total** **\$77,576**



# City of Apache Junction

## Department of Public Safety

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### MEMORANDUM

**DATE:** March 25, 2009

**TO:** The Honorable Mayor and City Council

**THROUGH:** George Hoffman, City Manager

**FROM:** Jerald Monahan, Director of Public Safety/Chief of Police *JM*

**SUBJECT:** American Recovery and Reinvestment Act of 2009:  
Edward Byrne Memorial Justice Assistance Grant  
Formula Local Solicitation Program Grant  
Application

#### REQUEST

Staff respectfully requests that the City Council adopt Resolution 09-07 authorizing the submission of an Edward Byrne Memorial Justice Assistance Grant Formula Local Solicitation Program Grant application.

The resolution stipulates that the City is applying for \$77,576 to obtain 1) electronic ticketing equipment ("E-Ticket") for use by the Police Department's Traffic Division; and 2) the Tactical Operations Assistance Street Team ("TOAST"); and 3) funds to cover the administrative costs of implementing and monitoring the project.

See Attachment One for Resolution Number 09-07.

#### BACKGROUND

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009 ("Recovery Act").

One of its many elements, the Recovery Act provides the U.S. Department of Justice ("DOJ") with funding for grants to assist state, local, and tribal law enforcement (including support for hiring), to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. DOJ is committed to working with



national, state, local and tribal partners to ensure this funding invests in the American workforce.

DOJ's Edward Byrne Memorial Justice Assistance Grant ("JAG") Program is the primary provider of federal criminal justice funding to state and local jurisdictions.

JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice-related research and evaluation activities that will improve or enhance:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (not compensation).

Edward Byrne Memorial Justice Assistance Grant Formula Local Solicitation Program Grant funds are distributed via a formula to states, local communities, and tribal entities.

The Bureau of Justice Statistics (BJS) calculates, for each *state and territory*, a minimum base allocation which, based on the statutory JAG formula, can be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. States also have a variable percentage of the allocation that is required to "pass through" to units of local government.

Based on these calculations, the City was notified that it had been awarded \$77,576 contingent upon successful submission of a grant application.

The grant application is due May 18, 2009.



Review and discussion by the Council during the April 6, 2009 work session and adoption of Resolution Number 09-07 during the April 7, 2009 Council meeting will meet application requirements. Staff will seek to have this matter placed on the Public Hearing portion of the April 7, 2009 City Council Agenda.

## DISCUSSION

Electronic Ticketing Equipment \$52,625

The proposed project includes the acquisition of four (4) electronic ticketing devices. Two (2) units to be utilized by the Motor Units and two (2) units to be utilized by patrol shift officers.

Two (2) handheld E-Ticket machines will be issued to the Department's Motor Units; these units' primary duties are the enforcement of traffic laws and the investigation of traffic accidents.

The two (2) remaining E-Ticket units will be assigned to patrol shift officers that may "log in" to individual units, which have individual officers' data stored for citation issuance.

By issuing E-Ticket machines to motors and two (2) to shift officers, the goal is to enhance the capability of those officers that practice traffic enforcement on a regular basis. Those are the officers that issue the highest number of citations and therefore the machines would have the greatest overall impact on the processes we are trying to address.

E-Ticket will streamline several processes with regards to citations issued. Those processes include:

- 1) Officer's risk is lowered by reduced contact time
- 2) Encourages correct Arizona statute charging resulting in fewer amendments having to be filed by court personnel
- 3) Reduces incorrect/incomplete citations resulting in fewer amendments having to be filed by court personnel
- 4) Eliminate illegible handwriting
- 5) Reduces the use of paper ticket books which use multiple copies per ticket
- 6) Eliminates the need for manual entry by Records personnel
- 7) Eliminates the need for manual entry by Court personnel

The E-Ticket units will enhance traffic enforcement capability in addition to saving time and money to the taxpayers of Apache Junction. The enhancement will also result in reduced frustration between Court personnel, Police personnel, and

Records personnel with regards to incorrect and illegible citations.

Once the E-Ticket infrastructure is in place, future additions may be added as the budget allows. Additions such as tow forms, accident forms, etc. that will result in greater efficiency of police personnel.

The cost of this new Public Safety and Municipal Court project is \$52,625.

<u>TOAST Overtime</u>	<u>\$17,193</u>
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The balance of the grant funds will be used to fund approximately 22 TOAST Operations could be deployed in 4 hour saturations with at least three (3) officers, one (1) K-9 and one (1) dedicated communications operator. The dedicated communications operator is needed to handle the specialized radio traffic generated by these deployments and additionally for officer safety. The operational funding is projected to cover payroll, incidental costs to include but not limited to confidential informant payments for evidence and information when warranted. Approximate hourly overtime for requested personnel are as follows: 1) Police Officers/K-9 Officer, \$50.00 an hour and; 2) Communications Operator, \$40.00 an hour.

The funds requested for these proposed operations are \$17,193.

<u>Project Administration</u>	<u>\$7,758</u>
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Pursuant to program guidelines, the City has the option of retaining up to 10% of the allocation for administrative costs. The City will exercise this option and will request \$7,758 for administrative costs.

See Attachment Two for Project Budget and equipment specifications.

While this grant program does not have match or employee retention requirements, it does have a lengthy list of Act specific requirements. See Attachment Three for Grant Requirements.

**RECOMMENDATION**

Staff respectfully recommends that Council approve Resolution Number 09-07.

**ACTION REQUIRED**

Review and discussion of the staff's request.

Staff respectfully seeks adoption of Resolution Number 09-07 and direction to submit the application.

Attachment 1: Resolution Number 09-07

Attachment 2: Project Budget

Attachment 3: Grant Requirements



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**TO:** City Manager's Office  
**FROM:** Jerald Monahan, Chief of Police  
**DATE:** April 6, 2009

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**Agenda Type :** Work Session Agenda  
**Council Priority Focus Area:** Public Safety

---

**TITLE OF AGENDA ITEM:**

DISCUSSION ON PROPOSED RESOLUTION NO. 09-05, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH PINAL COUNTY FOR REIMBURSEMENT OF OVERTIME AND EMPLOYMENT RELATED EXPENSES INCURRED DUE TO PINAL COUNTY LOCAL LAW ENFORCEMENT AGENCY PARTICIPATION IN THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY CONTRACT FOR THE HIGH VISIBILITY IMPAIRED DRIVING ENFORCEMENT PROGRAM.

---

**ACTION REQUESTED:**

Presentation and Discussion

---

**DISCUSSION / BACKGROUND INFORMATION:**

On December 10, 2008 the Pinal County Board of Supervisors approved Pinal County's participation in the Governor's Office of Highway Safety (GOHS) contract for the DUI enforcement. Local law enforcement agencies in Pinal County, including the City of Apache Junction, are allowed to participate in this DUI enforcement program under the terms of the GOHS contract and receive reimbursement of overtime and employee related expenses incurred while participating in the program.

Resolution No. 09-05 will approve an intergovernmental agreement with the County for the City's participation in the program, and will authorize the Mayor to sign the agreement on behalf of the City.

---

**FISCAL IMPACT:**

Budgetary Approval Not Required

---

**OPTIONS / ALTERNATIVES:**

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**RECOMMENDATION:**

---

**ATTACHMENTS:**

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 [Resolution No. 09-05](#)

RESOLUTION NO. 09-05

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH PINAL COUNTY FOR REIMBURSEMENT OF OVERTIME AND EMPLOYMENT RELATED EXPENSES INCURRED DUE TO PINAL COUNTY LOCAL LAW ENFORCEMENT AGENCY PARTICIPATION IN THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY CONTRACT FOR THE HIGH VISIBILITY IMPAIRED DRIVING ENFORCEMENT PROGRAM.

WHEREAS, on December 10, 2008 the Pinal County Board of Supervisors approved Pinal County's participation in the Governor's Office of Highway Safety ("GOHS") Contract for the High Visibility Impaired Driving Enforcement Program by approving and signing Contract Number 2008-410-003 in the total amount of \$65,000.00; and

WHEREAS, said contract is intended to fund the reimbursement of overtime and Employee Related Expenses ("ERE") incurred by local law enforcement agencies participating in the GOHS Contract for the High Visibility Impaired Driving Enforcement Program in Pinal County, Arizona; and

WHEREAS, GOHS Contract Number 2008-410-003, administered by the Pinal County Sheriff's Office, prescribes the scope, terms and duration of the program and is limited to reimbursement of overtime and ERE incurred by local law enforcement agencies in the total amount of \$65,000.00 to be incurred by September 30, 2009; and

WHEREAS, the local law enforcement agencies in Pinal County are willing to participate in this Pinal County DUI enforcement program under the terms of GOHS Contract Number 2008-410-003; and

WHEREAS, the City of Apache Junction and Pinal County are each authorized to participate in this Agreement pursuant to A.R.S. § 11-952.

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

SECTION I:

The City of Apache Junction hereby approves the Intergovernmental Agreement with Pinal County to allow the City to be reimbursed for overtime and employee related expenses incurred by its police officers while participating in the County's DUI enforcement program under the terms of GOHS Contract Number 2008-410-003.

SECTION II:

The Mayor is authorized to execute the Intergovernmental Agreement as set forth in Attachment I.

SECTION III:

City staff is authorized to take any and all steps necessary to carry out the purpose and intent of the agreement referenced herein.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF APACHE JUNCTION, ARIZONA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

SIGNED AND ATTESTED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

\_\_\_\_\_  
JOHN S. INSALACO  
Mayor

ATTEST:

\_\_\_\_\_  
KATHLEEN CONNELLY  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
R. JOEL STERN  
City Attorney

RESOLUTION NO. 09-05  
PAGE 2 OF 2

# ATTACHMENT I

## INTERGOVERNMENTAL AGREEMENT REGARDING REIMBURSEMENT OF OVERTIME AND EMPLOYMENT RELATED EXPENSES INCURRED DUE TO PINAL COUNTY LOCAL LAW ENFORCEMENT AGENCY PARTICIPATION IN THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY CONTRACT FOR THE HIGH VISIBILITY IMPAIRED DRIVING ENFORCEMENT PROGRAM

### RECITALS

WHEREAS, on December 10, 2008 the Pinal County Board of Supervisors approved Pinal County's participation in the Governor's Office of Highway Safety ("GOHS") Contract for the High Visibility Impaired Driving Enforcement Program by approving and signing Contract Number 2008-410-003 in the total amount of \$65,000.00; and

WHEREAS, said contract is intended to fund the reimbursement of overtime and Employee Related Expenses ("ERE") incurred by local law enforcement agencies participating in the GOHS Contract for the High Visibility Impaired Driving Enforcement Program in Pinal County, Arizona; and

WHEREAS, GOHS Contract Number 2008-410-003, administered by the Pinal County Sheriff's Office, prescribes the scope, terms and duration of the program and is limited to reimbursement of overtime and ERE incurred by local law enforcement agencies in the total amount of \$65,000.00 to be incurred by September 30, 2009; and

WHEREAS, the local law enforcement agencies in Pinal County are willing to participate in this Pinal County DUI enforcement program under the terms of GOHS Contract Number 2008-410-003.

### AGREEMENT

The participating local governments agree as follows:

1. Each party is authorized to participate in this Agreement pursuant to A.R.S. § 11-952.
2. Each party has read and agrees to the terms of GOHS Contract Number 2008-410-003, the terms of which are incorporated by reference into this Agreement.
3. This Agreement shall terminate on September 30, 2009, or as soon thereafter as GOHS completes reimbursement of eligible expenditures for ERE incurred by participating local law enforcement agencies.



4. Each party shall complete and submit the reports and forms required by GOHS Contract Number 2008-410-003 and the Pinal County Sheriff's Office designee for program compliance.
5. Each Party shall at all times provide and keep in full force and effect Arizona Workers Compensation Insurance as required by law. Each party shall provide the other with insurance certificates or proof of participation in a Risk and Retention Insurance Pool. No party shall allow its coverage to change, be cancelled, nor fail to renew without giving the other party at least thirty (30) calendar days' advance written notice.
6. For the purpose of workers' compensation, an employee of any party to this agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of any other party pursuant to this Agreement shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. § 23-1022(D). The primary employer party of such an employee shall be solely liable for payment of workers' compensation benefits for the purpose of this section. Each party herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required by that section.
7. In addition to any insurance coverage required by this Agreement, each party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this Agreement. In the event that a claim is made against any party for acts or omissions of any of its employees or officers, it is the intent of the parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
8. To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party or parties (as indemnitee) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys fees) arising out of bodily injury or death of any person or any property damage, but only to the extent that such claims which result in vicarious, derivative or other form of liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor or its employees or officers assigned to this DUI enforcement program.
9. No party is required to participate in each High Visibility Impaired Driving Enforcement detail, and each party may assign officers or deputies to scheduled details as manpower and funding permit.
10. A party may terminate its participation in this the memorandum of understanding by giving the Pinal County Sheriff's Office thirty (30) calendar days' written notice of termination.



The foregoing is approved by the governing body of the local government as evidenced below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pinal County by:

Municipality by:

\_\_\_\_\_  
Chairman,  
Pinal County Board of Supervisors

\_\_\_\_\_  
Mayor,  
Town/City of \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Clerk

COUNSEL APPROVAL AS TO FORM:

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Pinal County Attorney

\_\_\_\_\_  
Date

I have read this Agreement and have determined such Agreement is in proper form and is entered into within the powers of and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
Richard J. Stern, Apache Junction City Attorney

\_\_\_\_\_  
Date



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**TO:** City Manager's Office  
**FROM:** Brad Steinke, Director of Development Services  
**DATE:** April 6, 2009

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**Agenda Type :** Work Session Agenda  
**Council Priority Focus Area:** Community Development

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**TITLE OF AGENDA ITEM:**

DISCUSSION ON PROPOSED AMENDMENTS TO THE FRONT YARD ZONING REGULATIONS.

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**ACTION REQUESTED:**

Presentation and Discussion

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**DISCUSSION / BACKGROUND INFORMATION:**

The City Council will review and discuss possible changes to the Zoning Code regulations regarding items allowed to be constructed or placed in the front yard of residential properties.

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**FISCAL IMPACT:**

Budgetary Approval Not Required

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**OPTIONS / ALTERNATIVES:**

Zoning Ordinance Requirement

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**RECOMMENDATION:**

Presentation and discussion.

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**ATTACHMENTS:**

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 [Staff Report](#)



# City of Apache Junction

## Development Services Department

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To: Mayor and City Council  
From: Brad Steinke, Director of Development Services  
Date: March 26, 2009  
RE: Discussion on Proposed Amendments to Front Yard Zoning Regulations

Back in July 2008, the City Council directed staff to work with Council members Severs, Wilson, and Serdy to discuss and possibly recommend changes to the Zoning Ordinance regarding front yard regulations. Staff met with the Council members on several occasions and generated preliminary recommendations regarding changes to the ordinance.

The following outlines the suggested changes. Please keep in mind, however, that there was not necessarily consensus from all 3 members regarding all of these proposed changes.

1. Current Code Definition of Front Yard:

*A space between the front yard setback line and the front lot line or further street line, and extending the full width of the lot.*

Proposed Code Definition of Front Yard:

*The area between the front lot line and front yard setback line.*

2. Current Code Definition of Front Yard Setback Line:

*The line which defines the depth of the required front yard. Said setback line shall be parallel with the street line and be removed therefrom by the perpendicular distance prescribed for the front yard of the zone in which the property is located.*

Proposed Code Definition of Front Yard Setback Line:

*The minimum required distance between any buildings and the front lot line.*

Comment: While this definition would continue to require that no buildings be located in the front yard, it would allow accessory buildings to be placed between the front setback line and house if the house were located further back than the front setback line.

3. Items Allowed in the Front Yard: The following table identifies items that are currently allowed in the front yard, and new/additional items proposed to be allowed in the front yard:

<u>Currently Allowed in Front Yard</u>	<u>Proposed to be Additionally Allowed in Front Yard</u>
RV's (except travel trailers) <sup>1</sup>	Travel Trailers <sup>1</sup>
Fences < 4.5 feet high	Fences ≤ 6 feet high <sup>2</sup>
Semi Rigs	
Sports Courts/Facilities	
Cars & Trucks	
Boats	
Utility Trailers	

4. Items Allowed in the Front Buildable Area (i.e., area between the house and front yard setback line): The following table identifies items that are currently allowed in the front buildable area, and new/additional items proposed to be allowed in the front buildable area [Note: this situation only occurs if the house is constructed further back than the minimum required front yard setback line].

<u>Currently Allowed in Front Buildable Area</u>	<u>Proposed to be Additionally Allowed in Front Buildable Area</u>
Everything currently allowed in front yard	Travel Trailers <sup>1</sup>
Accessory Buildings	Fences ≤ 6 feet high <sup>2</sup>
Detached Garages	Pools, Ponds, and Hot Tubs
Horse Shade Structures	

\* Note:

<sup>1</sup> Under these proposed changes, there would be no more than 1 recreational vehicle (i.e., travel trailer, mobile home, 5<sup>th</sup> wheel, tent trailer, or camper) parked between the house and the front lot line. Temporary parking of RV's for visitors shall be allowed, but shall not exceed 2 weeks per visitor.

<sup>2</sup> Under these proposed changes, fences between 4.5 feet and 6 feet in height would be designed to allow 25% transparency to prevent a vista of solid walls and fences along the roadway.

Staff Comment:

We ask that the City Council review and discuss these possible changes. If appropriate, we will return at the next Council meeting to receive Direction to Staff, if any.



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**TO:** City Manager's Office  
**FROM:** Mayor John Insalaco  
**DATE:** April 6, 2009

---

**Agenda Type :** Work Session Agenda

**Council Priority Focus Area:**

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**TITLE OF AGENDA ITEM:**

DISCUSSION ON PLACING THE CALL TO THE PUBLIC PORTION OF THE CITY COUNCIL MEETING AT THE END OF THE AGENDA.

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**ACTION REQUESTED:**

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**DISCUSSION / BACKGROUND INFORMATION:**

Discussion on moving the Call to the Public portion of the regular council meetings to the end of the agenda and discontinuing the televising of Call to the Public for all future meetings.

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**FISCAL IMPACT:**

---

**OPTIONS / ALTERNATIVES:**

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**RECOMMENDATION:**

---

**ATTACHMENTS:**

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No Attachments Available



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**TO:** City Manager's Office  
**FROM:** Council Member Jeff Serdy  
**DATE:** April 6, 2009

---

**Agenda Type :** Work Session Agenda

**Council Priority Focus Area:**

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**TITLE OF AGENDA ITEM:**

DISCUSSION ON TELEVISIONING THE CITY'S PLANNING AND ZONING COMMISSION MEETINGS.

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**ACTION REQUESTED:**

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**DISCUSSION / BACKGROUND INFORMATION:**

Council Member Serdy is desirous of a discussion on the City televising its Planning and Zoning Commission meetings.

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**FISCAL IMPACT:**

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**OPTIONS / ALTERNATIVES:**

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**RECOMMENDATION:**

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**ATTACHMENTS:**

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No Attachments Available