



City of Prescott

City Council - Voting Meeting

May 28, 2024 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

AGENDA

The following Agenda will be considered by the **Prescott City Council** 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: [City of Prescott Public Portal](#)

Public comments for Council may be submitted through the City website: [Public Comment Form](#)

1. **CALL TO ORDER**
2. **INTRODUCTIONS / ANNOUNCEMENTS**
3. **INVOCATION - Pastor Dan Hurlbert with Prescott United Methodist**
4. **PLEDGE OF ALLEGIANCE - Councilman Gambogi**
5. **ROLL CALL**
6. **PRESENTATIONS**

A. APS - Annual Fire Mitigation & Summer Readiness Presentation

7. **PROCLAMATIONS**

A. Prescott's 160th Anniversary - May 30th

8. **OPEN CALL TO THE PUBLIC**

The City of Prescott welcomes public engagement and residents may comment & address Council regarding matters NOT included on the posted 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 with the following stipulations:

- Citizens will be limited to addressing Council on the same topic only four (4) times in total
- If a topic has been addressed more than five times by different speakers, the Mayor may limit future discussion on this topic
- Topics of a primarily national concern may be limited at the discretion of the Mayor

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

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

9. **CONSENT AGENDA**

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately. Recommended Action: MOVE to approve Consent Agenda Items: 9.A. through 9.I.

- A. Approval of Meeting Minutes from the May 7, 2024 Special Study Session, the May 9, 2024 Budget Workshop, the May 14, 2024 Executive Session, the May 14, 2024, 2024 Study Session, the May 14, 2024 Voting Meeting, and the May 16, 2024 Budget Workshop.
- B. Approval of Renewal for Off-Track Pari-Mutuel Wagering Permit at Matt's Saloon. Location: 112 South Montezuma Street.
- C. Approval of City Contract No. 2024-217 with Civic Solutions for the Economic Development Strategic Plan for the City of Prescott in the Amount of \$70,000 Plus Expenses in the Amount of Approximately \$6,000. Funding is Budgeted & Available in the General Fund.
- D. Approval of City Contract No. 2024-214 with Asphalt Paving & Supply, Inc. for the Strategic Academic Flight Education (SAFE) Complex Off-Site Drainage Improvements in the Amount of \$398,661.00. Funding is Available Through an ADOT Grant with a 10% Match.
- E. Approval of City Contract No. 2024-223 a Cooperative Agreement with the Arizona Department of Forestry and Fire Management for Resource Sharing & Reimbursement for Wildfire Response.
- F. Approval of Multiple On-call Contracts for Quality Assurance (QA) & Testing Services Each Not Exceeding \$75,000.00 Annually as Follows: 1) City Contract No. 2025-001 with Western Technologies, 2) City Contract No. 2025-002 with Engineering & Testing Consultants, Inc.; 3) City Contract No. 2025-003 with Speedie & Associates, LLC; 4) City Contract No. 2025-004 with Material Testing & Inspections, LLC; 5) City Contract No. 2025-005 with Ninyo & Moore Geotechnical & Environmental Sciences Consultants; and 6) City Contract No. 2025-006 with Quality Testing, LLC. Funding is Budgeted & Available in the Water, Wastewater & Streets Funds.
- G. Adoption of Resolution No. 2024-1877 Approving & Authorizing City Contract No. 2019-229A1, an Amendment to City Contract No. 2019-229 an Intergovernmental Agreement (IGA) Between the City of Prescott and Yavapai County for Consolidated Court Operations Extending Consolidated Court Services for One Year.
- H. Approval for the Community Development Department to Accept Additional Certified Local Government (CLG) Pass Through Grant for State Preservation Conference Funding in FY2024.
- I. Approval of Request to Apply for the United States Bureau of Reclamation, Lower Colorado Basin Region, Water Conservation Field Services Program Grant.

10. **CONSENT ORDINANCE**

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

- A. Adoption of Ordinance No. 2024-1859 Amending City Code Title IX, Chapter 9-1, Section 7, Subsection (A), Methods of Parking.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE IX, CHAPTER 9-1, SECTION 7, SUBSECTION (A), ("9-1-7(A)"), METHODS OF PARKING

11. REGULAR AGENDA

- A. Public Hearing Regarding Proposed Increases to City of Prescott Water & Wastewater Rates.
Recommended Action: MOVE to close the public hearing
- B. Adoption of Resolution No. 2024-1889 and Ordinance No. 2024-1862 Implementing Increases in Water and Wastewater Rates Over the Next Five Years.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE II, CHAPTER 2-1, SECTIONS AND SUBSECTIONS: 2-1-12(A), 2-1-12 (B), 2-1-18(A), 2-1-18(B)(2), 2-1-18(B)(3), 2-1-18(D), 2-1-18(E) AND 2-1-18(K); SECTION 2-1-21(B); SECTION 2-1-22(H); AND SECTION 2-1-57; ADDING A SEVERANCE CLAUSE; AND PROVIDING FOR PENALTIES
Recommended Action: 1) MOVE to adopt Resolution No. 2024-1889; and 2) MOVE to adopt Ordinance No. 2024-1862
- C. Public Hearing Regarding the Infrastructure Improvement Plan (IIP) & Land Use Assumptions (LUA) for Development Impact Fees.
Recommended Action: MOVE to close the public hearing
- D. Adoption of Ordinance No. 2024-1861 & Approval of WSA24-017 - A Request for a Rezoning from SF-18 (Single Family) to BG (Business General) & a Water Service Application for an Additional 2.1 Acre-Feet Per Year for a Thirty-Six (36) Unit RV Park on a 2.14 Acre Parcel. Location: APN 112-05-058b, 1646 Iron Springs Road. Property Owner: KL HB LLC. Applicant: Leah Beck.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED ON 1646 IRON SPRINGS ROAD FROM RESIDENTIAL SINGLE FAMILY (SF-18) ZONING DISTRICT TO BUSINESS GENERAL (BG) ZONING DISTRICT
Recommended Action: 1) MOVE to approve WSA24-017; and 2) MOVE to adopt Ordinance No. 2024-1861 in substantial conformance with the approved site plan
- E. SITE23-015 & WSA23-063: Site Plan Review and Water Service Application for QuikTrip Fueling Station & Convenience Store. Zoning: BR (Business Regional). Location: APN 112-05-058b, 2280 E State Route 69 Prescott, AZ 86301. Property Owner: Sarti Properties Limited. Applicant: Daniel Chambers- QuikTrip Corporation.
Recommended Action: 1) MOVE to approve WSA23-063; and 2) MOVE to approve SITE23-015 as presented
- F. Approval of City Contract No. 2024-216 with Fann Contracting, Inc. for the Construction of the Solid Waste Scale & Fee Booth Relocation Project in the Amount of \$2,338,441.90. This item is also to approve night work for the project.

Funding is Budgeted & Available in the Streets and Solid Waste Funds.
Recommended Action: MOVE to approve City Contract No. 2024-216

- G. Discussion & Possible Action Regarding Approval of the Water Budget Roll Over in Accordance with the Amended 2022 Water Management Policy.

Recommended Action: MOVE to approve placing the July 1, 2023 to December 31, 2023 unallocated volume, Residential, Non-Residential, or both, and rolling it into the January 1, 2024, to June 30, 2024, water budget for use

12. ADJOURNMENT

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)).

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 5/23/24 at 11:00 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.



Sarah M. Siep, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: City Clerk
ITEM #: 9.A
SUBJECT: Approval of Meeting Minutes from the May 7, 2024 Special Study Session, the May 9, 2024 Budget Workshop, the May 14, 2024 Executive Session, the May 14, 2024, 2024 Study Session, the May 14, 2024 Voting Meeting, and the May 16, 2024 Budget Workshop.

ITEM SUMMARY

This item is for the approval of meeting minutes from the May 7, 2024 Special Study Session, the May 9, 2024 Budget Workshop, the May 14, 2024 Executive Session, the May 14, 2024 Study Session, the May 14, 2024 Voting Meeting, and the May 16, 2024 Budget Workshop.

BACKGROUND

None.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve the meeting minutes as presented

ATTACHMENTS

1. May 7, 2024 Special Study Session Minutes
2. May 9, 2024 Budget Workshop Minutes
3. May 14, 2024 Executive Session Minutes
4. May 14, 2024 Study Session Minutes
5. May 14, 2024 Voting Meeting Minutes
6. May 16, 2024 Budget Workshop Minutes



City of Prescott

City Council - Study Session

May 7, 2024 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 1:00 p.m.

2. ROLL CALL

Phil Goode - Mayor
Connie Cantelme - Mayor Pro Tem
Lois Fruhwirth - Councilwoman
Ted Gambogi - Councilman (Excused)
Brandon Montoya - Councilman
Eric Moore - Councilman (left meeting at 1:30 p.m.)
Cathey Rusing - Councilmember

3. DISCUSSION

A. Presentation & Discussion Regarding Land Acquisition Around the Prescott Regional Airport.

Interim City Manager Tyler Goodman introduced the item regarding land acquisition surrounding the airport. Today's discussion will mostly center around Deep Well Ranch land. He stated that Dibble President Charlie McDermott and Interim Airport Director Kelly Fredricks would be beginning the discussion.

Mr. Fredericks addressed the Council regarding airport land acquisitions. He pointed out that land acquisitions are being done for the protection of approach zones and not for the runway extension project. Only the AED parcel relates to the runway extension project. These purchases do impact the Airport budget and the ability to fund other projects. They'll begin their annual consultation project with the FAA in July. Direction and guidance from the Council would be greatly appreciated for those reasons. The runway extension is a capacity project and likely funding for the project in support from the FAA and other agencies would be less likely.

Mr. McDermott continued the presentation regarding the purpose of land acquisitions.

Why Acquire Land:

- * FAA Grant Assurance 21 - compatible land use
- * One Engine Inoperable (OEI) Departure Splay
- * Allows for unconstrained commercial service
- * Airport Impact Zones (1-6)

- * Reduced noise impacts
- * Protect and preserve safety

Land Acquisition Timeline:

- * September 2022 - commencement of appraisal process
- * January 2023 - revised takings and additional appraisals
- * June 2023 - revised takings and additional appraisals
- * July 2023 - revised takings and additional appraisal
- * July 2023 to current - acquiring parcels
- * Construction Projects - CVID Parcels 61.43 Acres (borrow source for runway extension)
- * Approach Protection and Compatible Land Use
 - North Ranch: 75.83 acres
 - South Ranch: 84.43 acres (pending)
 - AED Parcel: 131 acres (pending)

Councilmember Rusing asked if this is the last of the land that will need to be acquired.

Mr. McDermott responded that this will be all of the land that would be part of the Airport Layout Plan.

Land Acquisition Costs:

- * CVID - \$850,000 (closed)
- * North Ranch - \$8 million (closed)
- * South Ranch - \$10 million (pending)
- * AED - pending (anticipated at approximately \$3,000,000)
- * Total costs - \$21,850,000 approximately

Mr. McDermott continued with a review of a map with plots for all reported accidents and incidents via public information provided by NTSB.

Councilman Montoya asked how far back this goes.

Mr. McDermott responded it goes back to approximately the early 1980s and many are right on or alongside the runway.

Mayor Pro Tem Cantelme stated that she went to the NTSB website and saw that there were 168 crashes since 1964. She commented that people don't think there are many within the crash zones which is true, but even one could be catastrophic.

Mr. McDermott stated that they could go further back if the Council would like. Impact Zones are developed from where crashes are most likely to occur based on crash data throughout the US.

Councilwoman Fruhwirth asked about the crash in 2023 and if it is the one that landed in the field, she also asked how much of the "whys" are new and were they just ignored in the past.

Staff confirmed regarding the 2023 crash and Mr. McDermott commented that the OEI Splay is connected to commercial airline activity so if there was not commercial service at the same level the OEI would not have been applicable.

Councilmember Rusing stated that this is a zoning issue, the Council is trying to fix a problem that was created several years ago.

Councilman Montoya asked if the runway extension were to proceed and a different airline came in here what would that OEI Splay look like, would an airline modify their splay based on the land use surrounding the airport.

Mr. McDermott responded that splays do depend upon the airline and how that might impact their business. They wouldn't modify their splay but they may modify their operations and services.

Councilmember Rusing asked about environmental assessments on the unpurchased properties.

Mr. McDermott stated that he has not done these yet because he needs clear determinations regarding what land is going to be purchased and where the funding will be coming from.

Mayor Pro Tem Cantelme asked if the fire service planes are the heaviest leaving the airport.

Mr. McDermott confirmed, he added that pavement strength impacts whether they can take off full or not.

Councilwoman Fruhwirth asked if there would be an expectation that homes be below 15 feet prior to 2019.

Mr. McDermott stated that they would be required to do an airspace analysis.

City Attorney Joseph Young added for the FAA's 7460 process, anyone within the zone has to go through the process, but the OEI Splay is only done through zoning so that is different. Most of this isn't a question of liability for the city but the airline itself, otherwise they have to change their operations.

Mayor Goode stated that height restrictions were known when the DWR Master Plan was approved in 2017, however, the agreement allowed the administrator to determine if civic uses could be placed in those areas.

Councilman Montoya asked if the OEI Splay is used by other carriers.

Mr. McDermott responded that it is commercial service, things like the Forest Service slurry bombers would not use them.

Airport Impact Zones:

- * FAA Advisory Circular (AC) - Land Use Compatibility Planning
- * Zone 1 - Runway Protection Zone

- * Zone 2 - Inner Safety Zone
- * Zone 3 - Inner Turning Zone
- * Zone 4 - Outer Safety Zone
- * Zone 5 - Sideline Safety Zone
- * Zone 6 - Traffic Pattern Zone

Available Funding & Sources:

- * FAA Funding Available
 - Current Entitlements: \$3,052,233
 - CDS Senator Kelly's Office: \$3,000,000
 - FY25 Entitlements: \$1,018,700
- * State Funding - ADOT FY25 (secured) \$3,100,000
- * Total Funding Secured (FAA & State) - \$10,170,933

Councilwoman Fruhwirth asked what impact airport operations and capital plans will have with these land purchases. She worries that the airport will degrade in order to invest in land.

Mr. Goodman responded that generally speaking entitlements are just that, entitled, and typically go toward capital projects at the Airport, so if they are used for land acquisition funding for those would need to come from the General Fund. Money from ADOT and funding from Senator Kelly's office is specific to land acquisition.

Councilmember Rusing stated that her understanding is the FAA will fund a portion up front and then more later.

Mr. McDermott responded that land acquisition is funded after the acquisition, it functions as a reimbursement. Won't reimburse until after the property closes.

Mayor Pro Tem Cantelme asked if staff is actively seeking more funding and how does the FAA adjust their grant when there are issues with appraisals.

Mr. McDermott stated that if there is a parcel that ends up being a smaller amount that is purchased then the report would be adjusted in order to determine the appraised fair market value that is what the FAA would reimburse to. For FAA the city is eligible for only a specific type of grant which is the only type available, however, congressional directed spending could be extra. We have been cautioned not to apply for discretionary grant funding by the FAA because it is priority list for the whole country, and this is a very low priority for them.

Councilman Montoya echoed Councilwoman Fruhwirth's comments regarding capital improvements at the airport, including the runway extension in particular. His impression is that the entitlements are driven by commercial air service, if the extension has to be put off and commercial air service pivots toward larger plans there would be OEI protection for a splay that doesn't exist in the city of Prescott. Have to look at prioritization around the airport. Had been under the impression that 95% funding would be received for that and it is actually the fact that it'll only be 50-75% at best. He worries that there are just too many irons in the fire here.

Mayor Pro Tem Cantelme stated that she disagrees with Councilman Montoya, cannot be pennywise and pound foolish right now. Need to start this process, number one on her list is safety.

Councilmember Rusing said this is about public safety.

Mr. Fredericks commented that the reality is that the city is in a financial pinch, anticipated funding for the runway extension project is substantially less than the Council initially understood and this is placing a burden on the city and their airport. All of this is tradeoffs, best case scenario the runway may receive 75% funding. There is a lot of strategy that should have gone into this, this is a small budget airport with big ideas. The FAA does not mandate the acquisition of this property, they ask for reasonable efforts to protect the Airport.

Mayor Goode asked if the Council proceeds with these acquisitions and look at Zones 4 and into Splay later does that reduce the FAAs likelihood of reimbursing.

Mr. McDermott responded that it will depend on where the parcels are. There is a line that represents the limits of where land is no longer eligible for FAA funding but the state is slightly more generous with their definition of protection. As long as FAA knows what the plan is there wouldn't be a penalty so to speak.

Mr. Young continued the presentation.

Major Questions:

- * Do you want to acquire properties in South Ranch
- * Do you want to acquire the currently identified properties

He reviewed the map with prices for various parcels. In Zone 2 trying to protect from development of churches, housing in Zone 4 and the OEI Splay.

Two Possible Deal Options Discussed:

- * Comprehensive Settlement Agreement including annexation of 600 acres north of current city limits or a Simple Purchase & Sale Agreement of specified properties
- * Comprehensive Deal Points - \$10 million for all properties, certain properties donated to the city, annexation of northern 600 acres, city to reimburse for sewer and water extension (recoverable through impact fees in 10 or more years), city to build and maintain trails, city reimburse for costs of streets through acquired properties, DWR allowed to use 27 acres for parking/parks/drainage, city waives annexation costs, significant liquidated damages, master plan still applies and 100 acres of annexed property to be open space (in addition to 199 included in the Development Agreement & Master Plan)
- * Purchase & Sale Agreement - simple cash for property transaction, property assessed at \$13,535,550, DWR requesting city provide offer to purchase for appraised value prior to condemnation

Annexation Pros vs. Cons:

- * Pros - water use and number of units do not increase, allows city control of land use and water, increases revenue through state shared revenue, decreases

overall density, moves density away from airport, allows development of YRMC north parcel, agreement to amend DA adjacent property clause, agreement that North Ranch acquired properties not to be used for residential and lowers purchase price

* Cons - current offer includes obligation to extend water/sewer infrastructure, may hasten development of annexed property

Councilmember Rusing commented that she is against annexing the 600 acres and believes there is no benefit to the city. DWR is larger than Anthem so why would we annex another 600 acres for more urban sprawl. This is a public safety issue.

Councilman Montoya commented that if the Council is going to ask the tax payers for an increased tax, land acquisition makes no sense. Understands the necessity but prioritizes the runway extension over the land personally, if we are asking them to fund for additional safety the public will see putting General Fund funding toward the Airport instead of other areas. He asked the City Attorney to address the 100 acres for open space in the comprehensive agreement.

Mr. Young responded that the 100 acres will be in the annexed acreage, under the DA 199 acres has to be set aside for airport protection space half of which is airport protection. The original open space requirements still remain in effect.

Councilwoman Fruhwirth commented that there are always prioritization, in the South Ranch she cannot see the city successfully selling a tax increase while we spend \$10 million dollars on land. Police and Fire is where she will prioritize number 1, the future of the airport depends on the AED land acquisition and the runway extension is number 2, number 3 is the Zone 1 and 2 for purchase as it is where the crashes have been. If this is going to be a regional airport the city cannot handle this all on our own, need to form a Regional Airport Authority, cannot keep carrying this all on our own. She doesn't want to buy all this land right now.

Mayor Pro Tem Cantelme asked if staff has looked into creating a Regional District for the Airport. The city has shouldered the weight of this airport on its own for too long. The community does not want to give up the commercial air service and wouldn't the money have to be given back.

Mr. McDermott responded that any grants issued toward national airspace commercial service would likely have to be given back.

Mr. Young stated that based on direction of Council, staff has not requested right of first refusal, but if they direct it we can. Regarding a special taxing or airport authority, his department has looked into it. Council has requested previously, and the information they found was that it is very difficult and would either require a voter initiative or other agencies to step up and do it without that. As it relates to Authorities within the state it is covered primarily by military so there is not a statutory mechanism to do it locally. Landing fees could be attributed if that is something the council wanted to do as well.

Mr. Fredericks added that the Airport fee structure is very competitive, as it relates to commercial service, airports can do a passenger fee which we cannot do until we no longer receive the \$6 million annual subsidy for commercial service.

Mayor Goode stated that there is \$6.1 million available to acquire land and could tap into that funding source to address getting some of these critically identified areas. \$6.2 million in Zone 2, and parcels 6, 4, 5, and 8 (as depicted in Mr. Young's map) would be donated if the annexation is approved.

Councilwoman Fruhwirth stated she looked at Zone 1 and Zone 2 (Parcel 4, 3, 5, and 7) and those five parcels add up to just over \$5 million and \$3 million for AED with some money for airport operations.

Mr. Young commented that Parcel 6 has a low valuation and could not be developed, parcels 4,3,5 are allowed for civic uses (churches are one).

Mayor Goode stated that doing it in this way would give Council the opportunity to convey the importance of the public safety tax.

Mr. Woodfill reminded the Council that they have already spent \$8 million on land acquisitions.

Councilmember Rusing addressed the 199 acres of open space required in the original DA.

Mr. Young responded that it does apply to some of that, there is no "donation" there is 199 acres set aside for airport protection, half open space and half to airport protection. Applies on both the north and south side of the runway, left unclear where it would be within the development specifically.

Mayor Goode said he is flummoxed and not sure how or where to proceed with this. This is extremely complicated for the city's long term financial stability. He asked if the \$8 million already spent applies to the \$6 million eligible for reimbursement.

Mr. Woodfill confirmed and added that at a minimum \$2 million for that purchase would need to come from the General Fund.

DWR and James Family Foundation Attorney Stephen Polk addressed the Council and stated that they are flummoxed at this point as well. In March 2022, over two years ago this group has already met with the city to get time to figure this out and they all agreed to do that. It has been two years where there hasn't been any development at all, you can't reasonably expect that this land will still be vacant in two additional years. The proposal from November 2023 was the Comprehensive Agreement which they felt comfortable with. Has the utmost respect for what the Council does, but this proposal is a good one that will prevent sprawl. They already have the water entitlements and are allowed to build the homes. Relocating the density came from the former Airport Director. Most of the noise is from Embry Riddle Flight students, an annexation would

benefit that as well as the proposal for a YRMC north campus. Mr. Young discussed the fact that the Council is the first step for condemnation and purchase of property at appraised value, and it has been 2 years with nothing happening. It is up to the Council to determine how they'd like to proceed. Also reminded City Council that a year and a half ago there was one key public safety issue regarding schools/churches and the James family voluntarily relinquished the right to develop that despite having the ownership rights to do that.

Mayor Pro Tem Cantelme thanked Mr. Polk for his comments, she stated that the intent was different in the beginning than it is today. She isn't personally against the annexation, however, she feels it has to be fair to the taxpayer and listed off the items that she feels aren't fair. Wants to see a breakdown of the actual costs of all these things.

Mr. Goodman responded that staff has looked through the aggregating of costs and compiled the information.

- Utilities: \$6.4 million for sewer, \$3 million for water
- Annexation \$25,000 in fees
- \$23,000 in Planning & Zoning Fees
- Cattle fencing doesn't tip the needle in any particular direction either way

Mr. Young stated that the annexation for the city is cheaper except for the water and sewer which makes it more expensive.

Councilman Montoya stated that he appreciates Mr. Polk's time but he is not in favor of either option. He will not go to voters and ask for increased taxes while at the same time move forward with land acquisitions that will take General Fund monies for airport capital projects. He was against the purchase on the north side, the only one that made sense to him was CVID, and would be comfortable with AED if there is an opportunity to make that work. The Council needs to be good stewards of this otherwise many more things are going to suffer.

Councilmember Rusing stated she resents the hospital being leveraged to extract money from the city. She feels that a campus in this area makes no sense at all, if they wanted to serve the community they would build in Chino Valley. She also asked if the property owner would carry the note personally to be paid back over time.

Mr. Polk responded that earlier in the discussions that proposal was offered, but doesn't know about now. If there is a desire for the Council to make an offer and request that they should move forward with that option.

Mayor Pro Tem Cantelme stated that she would love to explore that, and asked Finance Director about selling of other lots and city property. She stated that she recalled Council directed staff to sell the "W" parcel and what the status was of that.

Mr. Woodfill responded that the "W" parcel is a city owned parcel, a portion of which was sold to FedEx with another portion remaining in acreage. It is not

subdivided and there is no through-the-fence agreement and all of that would impact the sale and value of the property. That would be general fund money, that could be used for whatever the Council wanted to use it for whether that is a Fire Station or land around the airport.

City Clerk Sarah Siep responded that the direction from Council in an Executive Session was to have staff look into what the sale of the property would look like, etc there was no direction related to how any funds received from a potential purchase would be used.

Mayor Pro Tem Cantelme stated that she would like to have a CMA done for the property.

Member of the public Sherrie Hanna addressed the Council stating that she doesn't even know where to start. Back in 2017/2018 10,500 homes were projected to be developed, when this was done they are entitled to police and fire protection which is a safety issue. At that time arrangements should have been made with police and fire which obviously wasn't done. She has known the James Family for many years, nobody else has contributed to our community and the youth of our community like they have, but we are seeing more phases of developments within the city and Police/Fire Chiefs have been telling the Council that because of this they are having to do more with less. Prioritizing police and fire has been the longest overdue. There is a lot on the table, but for public safety that should be number one.

Councilwoman Fruhwirth asked about the North Ranch purchase and a lawsuit against the engineering firm who did the maps. She thought we were "highly likely" to receive damages out of that and could these funds be used toward land purchases.

Mr. Young responded that the city is currently in a lawsuit with them, however, he stated that he has not and would not use the term "highly likely" regarding receiving funding related to that lawsuit.

Mayor Goode stated that the Council has investigated a lot options today, but there is still additional information to be received before they can move forward in any direction.

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 3:04 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 May 7, 2024. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



City of Prescott

City Council - Workshop Meeting

May 9, 2024 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 1:00 p.m.

2. ROLL CALL

Phil Goode - Mayor
Connie Cantelme - Mayor Pro Tem
Lois Fruhwirth - Councilwoman
Ted Gambogi - Councilman
Brandon Montoya - Councilman
Eric Moore - Councilman (Excused)
Cathey Rusing - Councilmember

3. DISCUSSION

A. FY25 Budget Workshop Discussions, Part I.

Finance Director Mark Woodfill introduced Deputy Finance Director Lars Johnson and Senior Accountant Catherine Boland who would be providing the first Budget Workshop. Council will participate in budget discussions today and again next week on Thursday, May 16 at the second Budget Workshop.

Budget Process to Date & Upcoming:

- * February 15 and 16 - Strategic Plan Workshops
- * February 27 - Mid-year Budget Report & Preliminary Look
- * January thru March - Department planning and submission of budget information and requests
- * April 1 - April 12 - City Manager review and formation of FY25 proposed budget
- * May 9 - Budget Workshop I
- * May 16 - Budget Workshop II
- * June 11 - Tentative Budget Adoption
- * June 25 - Final Budget Adoption

Interim City Manager Tyler Goodman reviewed the draft strategic plan facets and how they fit in with the FY25 Budget. He also stated that the Plan will be coming back to the Council for approval at a future Voting Meeting along with an implementation plan:

- * Public Safety
- * Dynamic Economic Environment
- * Infrastructure
- * Preserving & Protecting the Natural Environment

* Good Governance

Mr. Johnson continued with an overview of the Budget Presentation Approach:

- * Slides, department packets as well as detailed capital plan are available on the city website
- * Overall budget summary today for general government, community development, recreation, fleet and facilities, library and airport
- * Workshop II will cover public safety and public works
- * Staff is available for any questions regarding the detailed proposed budget and capital plan

FY25 Budget Summary:

- * Compensation - market compensation plan included a CPI adjustment of 5.2% and 1% merit for a total of 6.2%
- * 36 positions have been requested
 - Included: 6 positions converted from temporary
 - Included: 5 new positions
 - Not included: 13 positions on hold for funding (public safety)
 - Not included: 12 positions
- * Other increases are necessary to maintain current service levels because of inflation and rising energy costs
- * \$114.2 million capital budget for needed equipment and infrastructure
- * Public safety tax is included as a contingency

FY25 Budget Requests:

- * Total operating budget - \$9 million
- * Total included in proposed budget - \$5 million
 - \$1.6 million general fund: \$0.4 million personnel and \$1.2 million non-personnel
 - One-time \$0.7 million and \$0.9 million recurring
 - \$3.4 million Non-General Fund
- * Contingent on dedicated public safety tax - \$1.8 million
- * Not included - \$2.2 million
- * Capital requests have been moved out years to align with projected available funding

Mayor Pro Tem Cantelme asked how staff eliminated the \$2.2 million that isn't included.

Mr. Goodman responded that there are many departments and meetings, this is all funds operating budgets some things are delayed, some demands are more time sensitive or significant than other, etc.

Ms. Boland continued with position requests, beginning with Temp Conversions:

- * Community Development - Customer Service Representative
- * Public Works/Solid Waste - Administrative Specialist
- * Recreation Services - Four Forestry Technicians

New Positions:

- * Fire Department - Fire Marshal

- * Legal/City Attorney - Paralegal
- * Public Works/Solid Waste - Two Equipment Operators
- * Public Works/Engineering - Environmental Project Manager

New Positions on Hold:

- * Fire - Fire Engineer and Captain
- * Fire/Police Share: Radio/Telecommunications Technician
- * Fire - Four Firefighter EMT/CEP
- * Police - Six Police Officers

Councilman Montoya asked if the city currently has a Fire Marshal position, or if it did previously, and if the positions that are on hold have a plan for future recruitment.

Mr. Goodman responded that there is a Fire Marshal, however it has been a dual role and one that is currently held by the Deputy Chief and it really should be its own position. The positions placed on hold do have a plan in place to recruit if and when the public safety tax passes.

Fire Chief Holger Durre added that they are looking forward for the Fire Marshal position but will not begin a recruitment process until the budget passes and the position is then approved.

Mayor Goode asked when the tax would go into effect if it passes.

Mr. Woodfill responded that it would be April 1, 2025, but could begin immediately recruiting positions and moving capital as necessary understanding that the funding will begin coming in.

Mayor Pro Tem Cantelme asked for additional details regarding the Public Works and Recreation Services positions.

Recreation Services Director Joe Baynes responded that the Forestry Department was brought in under Recreation Services mid-last year and the positions have existed as temporary positions and would like to convert them.

Public Works Director Gwen Rowitsch addressed the Council regarding the Environmental Project Manager, they would be in charge of seeking out grant opportunities particularly in water and lake quality.

Proposed Total City Budget:

- * FY24 Operating & Capital Budget - \$243,250,559
- * FY25 Operating & Capital Budget - \$248,271,619
- * FY24 Contingency - \$14,885,000
- * FY25 Contingency - \$30,341,724
- * FY24 Total - \$258,135,559
- * FY25 Total - \$278,613,343

Councilman Montoya asked staff to address the contingencies for land purchases around the airport.

Mr. Goodman responded that this is an estimate of what the Council has discussed and would be a bond amount.

Councilman Gambogi asked about FAA contributions for airport items.

Mr. Woodfill responded that staff will get to that near the end of this meeting, but there is only a certain dollar amount of grant funding available.

Mr. Johnson reviewed the city's total revenues from all funds including sales (privilege) tax, bed tax, property tax, franchise tax, etc. which are increasing approximately 3.4% this year. He also reviewed total expenditures for FY24 compared to FY25 which is increasing 9.9% approximately.

FY25 General Fund Recurring Revenues:

- * Local Privilege Tax - 47.5%
- * Share of State Revenue - 41.5%
- * Property Tax - 5.1%
- * Franchise Tax - 4.1%
- * Other - 1.8%
- * Total - \$44,223,477

FY25 General Fund Operating Expenditures:

- * Police - 38.6%
- * Fire - \$30.9%
- * Recreation Services & Facilities - \$11.7%
- * General Government - \$6.8%
- * Library - 6.1%
- * Debt Service Contingency - 2.3%
- * Community Development - 1.8%
- * Operating Transfer - 1.8%

General Fund Summary:

- * FY24 Subtotal Operations - (\$934,023)
- * FY25 Subtotal Operations - \$143,287
- * FY24 Net Change in Fund Balance - (\$7,307,161)
- * FY25 Net Change in Fund Balance - (\$14,019,390)

Councilman Montoya left the meeting at 2:00 p.m.

Council and staff discussion regarding reimbursements of purchased land and contingencies.

Mayor Goode asked about funding related to the opioid lawsuits in the coming year.

City Attorney Joseph Young and Finance staff responded that funding will be forthcoming and is included in the grant fund projections.

Department Overviews

I. Finance

- * 65% Enterprise Funds
- * 2% Internal Service Funds
- * 19% General Fund Tax Base
- * 1% General Fund Program Revenues
- * 13% Special Revenue Funds
- * Expenditure Summary - FY25 \$3,062,890

II. City Clerk

- * 50% Enterprise Funds
- * 4% Internal Service Funds
- * 27% General Fund Tax Base
- * 2% General Fund Program Revenues
- * 17% Special Revenue Funds
- * Expenditure Summary - FY25 \$625,539

III. City Council

- * 51% Enterprise Funds
- * 4% Internal Service Funds
- * 27% General Fund Tax Base
- * 18% Special Revenue Funds
- * Expenditure Summary - FY25 \$355,276

IV. City Court

- * 84% General Fund Tax Base
- * 10% General Fund Program Revenues
- * 6% Special Revenue Funds
- * Expenditure Summary - FY25 \$860,757

V. Legal Department

- * 50% Enterprise Funds
- * 4% Internal Service Funds
- * 28% General Fund Tax Base
- * 1% General Fund Program Revenues
- * 17% Special Revenue Funds
- * Expenditure Summary - FY25 \$2,859,015

VI. City Manager

- * 38% Special Revenue Funds
- * 41% Enterprise Funds
- * 4% Internal Service Funds
- * 17% General Fund Tax Base
- * Expenditure Summary - FY25 \$7,787,868

VII. Bed Tax Fund Budget

- * FY24 - \$1,500,000 vs. FY25 - \$1,643,280
- * FY25 Expenditures - \$1,814,556
- * FY25 Ending Fund Balance - \$618,388

Councilwoman Fruhwirth asked about downtown cleanup.

Tourism Manager Cristina Binkley stated that the downtown beautification project will be used through bed tax dollars in collaboration with the public works department in order to enhance the area.

VIII. Community Development

- * 49% General Fund Program Revenues
- * 25% Special Revenue Funds
- * 26% General Fund Tax Base
- * Expenditure Summary - FY25 \$3,375,262

IX. Recreation Services

- * 46% General Fund Tax Base
- * 40% Enterprise Fund/Golf Course
- * 7% Special Revenue Funds
- * 7% General Fund Program Revenues
- * Expenditure Summary - FY25 \$14,564,134

Recreation Services Director Joe Baynes provided additional details and an overview of ongoing revenues and expenditures for the Antelope Hills Golf Course.

Mayor Goode asked what the goal is for the course.

Mr. Baynes responded that the ideal scenario would be to get to a "break even" point for the course. We are positioned perfectly geographically and rounds continue to go up.

X. Fleet & Facilities

- * 52% General Fund
- * 34% Enterprise Funds
- * 8% Special Revenue Funds
- * 6% Internal Service Funds
- * Expenditure Summary - FY25 \$10,541,891

XI. Library

- * 84% General Fund Tax Base
- * 1% General Fund Program Revenues
- * 15% YC Free Library District - these amounts have been decreasing over the last several years
- * Expenditure Summary - FY25 \$3,250,359

Councilwoman Fruhwirth asked Library Director Roger Saft to provide a one page write up regarding all of the issues that the Library is experiencing with the County. She also asked about branch libraries that are listed in the five-year capital plans for the library.

Mr. Saft said that can be provided. He added that a building can be built, but ongoing funding for staffing is a whole other issue. Funding has been received

through a will that states the library be placed in Prescott, and that can be done now or at a future date, to the Friends of the Library.

Mr. Woodfill added that this is something that will likely continue to be on the plan because it is a desire to have in the future and there is funding from the Friends of the Library so it can continue to be placed and put off, however, if the consensus of Council is to remove it that can be done.

Councilman Montoya returned to the meeting at 3:10 p.m.

Councilmember Rusing stated that we should consult with the Friends of the Library to see what they think.

Mayor Goode concurred with Councilwoman Fruhwirth and stated that it should be removed from the five-year plan.

Councilman Gambogi concurred.

Councilman Montoya added that this is something that should probably be paused, but thinks it is important to remember how important this library is for our community and surrounding communities as well.

Councilmember Rusing reiterated that it should be discussed with the Friends before a decision is made, as a common courtesy.

Mayor Pro Tem Cantelme agreed.

Mr. Goodman stated that capital planning is largely unfunded into future years and is used as a planning mechanism.

Mr. Woodfill stated that it can be moved out to future years, and removed from the 5-year plan.

XII. Airport Enterprise Fund Operations:

- * Total revenues - FY25 \$3,393,658
- * Total Operating Expenditures - FY25 \$3,541,577
- * Operating Loss - \$147,919
- * Capital Outlay Projects - (\$7,808,336)
- * Total General Fund Transfer In - \$(7,956,255)

Mayor Pro Tem Cantelme asked if a rate study has been done on the hangars.

Airport Services Manager Christina Papa responded that when she started she did an audit of all the leases and found that there had not been a CPI adjustment in 10-years, couldn't go back and collect that but are addressing them moving forward.

Mr. Young stated that the issue is not that the ground leases are too low, they are that way for a reason, largely the issue is that they were extended beyond what they reasonably should have been. That is a long game because we have to

honor the leases that are in effect.

Capital Project Manager John Kuebrich reviewed the Airport Capital Plan FY25 Maintenance Costs - \$1,198,873.

Mr. Woodfill added that generally ongoing capital expenses are about this amount on an annual basis and these are covered through the General Fund.

Mr. Kuebrich continued with a review of the Airport Capital Plan Expenditures \$15,962,729 and authorized expenditure list.

Upcoming Steps in the FY25 Budget Process:

- * May 16 Budget Workshop II
- * June 11 Tentative Budget Adoption & publishing of tentative budget
- * June 15 Public Hearing - FY25 budget, alternative expenditure limit, property tax levy and adoption of final budget by Council (separate meeting)
- * July 9 Adopt property tax levies

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 3:49 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 May 9, 2024. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



City of Prescott

City Council - Executive Session Meeting

May 14, 2024 | 9:00 AM
201 N Montezuma Street
Executive Session Conference Room, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 9:00 a.m.

2. ROLL CALL

Phil Goode - Mayor
Connie Cantelme - Mayor Pro Tem
Lois Fruhwirth - Councilwoman
Ted Gambogi - Councilman
Brandon Montoya - Councilman
Eric Moore - Councilman
Cathey Rusing - Councilmember

3. CALL TO ENTER EXECUTIVE SESSION

**MOTION BY COUNCILMAN MONTOYA TO CONVENE EXECUTIVE SESSION;
SECONDED BY COUNCILMAN MOORE: PASSED (7 - 0)**

4. LEGAL MATTERS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 9:00 AM on Tuesday, May 14, 2024, in the Executive Conference Room for the purpose of deciding whether to go into executive session. If authorized by a majority vote of the Prescott City Council, the executive session will be held immediately after the vote and will not be open to the public. The agenda for the meeting is as follows:

A. Discuss & Consult with the City's Attorneys for Legal Advice and to Consider the City's Position Regarding Potential or Threatened Litigation Relating to the Denial of the Whiskey Row Hotel Project, Pursuant to A.R.S. § 38-431.03(A)(3 and 4).

B. Discuss & Consult with the City's Attorneys for Legal Advice and to Consider the City's Position and Instruct its Attorneys and Necessary City Employees Regarding Negotiations with Arizona Eco-Development Concerning an Existing Development Agreement, Including Dispute Resolution Relating Thereto, Pursuant to A.R.S. § 38-431.03(A)(3, 4 and 7).

C. Discuss & Consult with the City's Attorneys for Legal Advice and to Consider the City's Position and Instruct its Attorneys and Necessary City Employees Regarding Ongoing Discussions with Deep Well Ranch Relating to Possible Land

Acquisition in Areas Surrounding the Airport, Pursuant to A.R.S. § 38-431.03(A)(3, 4 and 7).

5. ADJOURNMENT OF EXECUTIVE SESSION & RECONVENING OF A REGULAR PRESCOTT CITY COUNCIL MEETING FOR DISCUSSION AND POSSIBLE ACTION REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION

None.

6. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 10:35 a.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on May 14, 2024. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



City of Prescott

City Council - Study Session

May 14, 2024 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 1:00 p.m.

2. ROLL CALL

Phil Goode - Mayor
Connie Cantelme - Mayor Pro Tem
Lois Fruhwirth - Councilwoman
Ted Gambogi - Councilman
Brandon Montoya - Councilman
Eric Moore - Councilman
Cathey Rusing - Councilmember

3. DISCUSSION

- A. Presentation & Discussion Regarding Utility and Non-Utility Development Impact Fees Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP).

City Clerk Sarah Siep stated that there is a good deal of information to cover today as well as a remote presenter and asked the Council to hold all questions until the end.

Finance Director Mark Woodfill introduced Raftelis Consultants Todd Cristiano (Vice President) and Andrew Rheem (Senior Manager) who will be providing the presentations regarding Utility and Non-Utility Impact Fees, Land Use Assumptions and the water and wastewater rate study.

Councilmember Rusing asked when the impact fees were looked at last.

Mr. Woodfill responded that they are evaluated every five-years.

Mr. Christiano provided a presentation regarding non-utility impact fees.

Legislative Process:

- * Land use assumptions
- * Development Impact Fees
- * Projected service units - residents, jobs, vehicle miles of travel
- * Existing facilities and level of service (LOS)
- * Project demand for facility expansions and costs based on same LOS
- * The standard and quality of public services a community aims to provide residents

- * Benchmark for infrastructure provision
- * LOS Metrics - square feet of facilities or vehicles per person, square foot of facilities or vehicles per vehicle trip end, and lane miles or intersections per vehicle mile traveled

He continued with a review of the schedule for the adoption of the fees:

- * May 28 - Public Hearing on IIP and LUA
- * July 9 - Study Session on Development Impact Fees (DIF)
- * July 9 - Adoption of IIP and LUA; Adoption of Notice of Intent and set public hearing regarding DIF
- * August 27 - Public hearing on DIF
- * October 8 - Adoption of DIF
- * January 1, 2025 - new fees in effect

Industry Accepted DIF Valuation Methodologies:

- * Cost recovery (historical) - oversize and unique facilities, funds typically used for debt service
- * Incremental Expansion (current) - formula based approach documents level-of-service with both quantitative and qualitative measures
- * Plan Based (future) - common for utilities but can also be used for other public facilities

LUAs:

- * Period - 2024-2034
- * Population - 1.5% growth rate annually (+7617)
- * Housing Units - 2.0 person per household (+3809)
- * Jobs - census bureau (+2,970)
- * Non-residential Square Foot - Institute of Transportation Engineers (+1010)

Streets:

- * IIP Projects - includes growth share for the 10-year study period
- * Current Infrastructure - 101.4 lane miles of arterials (two or more lanes which connect to other cities through a major arterial) with 14 intersections
- * Current LOS - 1.33 lane miles per 10,000 vehicles miles traveled (VMT), and 0.18 intersections per 10,000 VMT
- * Components - residential population growth, nonresidential growth in jobs and square foot of building space, projected number of adjusted residential and nonresidential trips, projected number of total vehicle miles traveled, IIP (new lanes and intersections), capacity of new lanes and intersections, cost per VMT
- * Fees = \$per VMT x Trip Ends x Trip Rate Adj. x Trip Length Adj x Avg Trip Length

Mayor Goode discussed tourism and how that impacts these fees.

Mr. Woodfill reiterated that these fees are charged on residents and if the tourism component were to be incorporated in that would actually likely lower the fees for residents. He added that growth rate within the city is in fact 1.5% and that is based on our utility accounts so even though Yavapai County may be 2.2 ours is lower.

Development of Streets Fees:

- * Land Use Assumptions
- * Travel Demand Statistics
- * LOS
- * Fee Calculation
- * Infrastructure Improvement Plan - \$17,733,000 to be recovered over a 10-year period within the city that are not covered through other fees and is not part of maintenance fees

Fire Assumptions:

- * IIP Projects - include growth share, excludes portion of facilities that will service population/jobs beyond the 10-year study period
- * Service Demand Allocation - functional population basis/proportional distribution of demand by land use (70% residential)
- * LOS Vehicles - based on current inventory of 41 vehicles and average replacement cost (average cost \$517,966)
- * LOS Buildings - based on current inventory of fire stations (38,594 sq feet, average cost per square foot \$700)
- * Methodology Change 1 - allocation of vehicle inventory and building square feet based on functional population, previous study used calls for service, functional population is more stable over time, calls for service has more variability between residential and nonresidential calls
- * Methodology Change 2 - nonresidential level of service based on vehicle trip ends, previous study used jobs
- * Impact - updates better reflect level of service demands for residential and nonresidential land uses, changes should produce more predictable results for the residential and nonresidential land use types
- * Components - inventory of existing building square feet, inventory of existing vehicles, residential functional population, nonresidential functional population, average unit costs of building, inventory of existing vehicles, residential population growth and nonresidential growth stated in vehicle trips
- * Building & vehicle allocation using functional population - from census bureau "On the Map", stable method of allocating buildings and vehicles between residential and nonresidential, premised on daytime population (employed in the city but living outside the city, employed/living in the city, living in the selection area but employed outside)
- * Fire Infrastructure Improvement Plan - \$5,762,200 net growth cost

Police Assumptions:

- * IIP Projects - includes growth share, excludes portion of facilities that will service population/jobs beyond the 10-year study period
- * Service Demand Allocation - functional population basis (70% residential)
- * LOS Vehicles - based on current inventory of 70 vehicles and average replacement cost (average cost \$100,000)
- * LOS Buildings - based on current inventory of police stations (39,516 sq feet at \$700 per square foot)
- * Methodology Change - allocation of vehicle inventory and building square feet based on functional population, previous study used calls for service, functional population is more stable over time, and calls for service has more stable

variability between residential and nonresidential calls

- * Impact - update better reflects LOS demands for residential and nonresidential land uses, and change should result in more predictable results for the residential and nonresidential land use types in future studies

- * Components - same as fire

- * Improvement Plan - \$3,684,000 million in growth related costs

Mr. Cristiano stated that fees have gone up quite a bit over the last several years with inflation so this is not uncommon to see these large jumps. He added that the Council can adopt fees anywhere up to these figures but it doesn't have to be the maximum.

Mr. Woodfill added that all of the documents related to this are available on the city website.

Mr. Rheem continued the presentation with a discussion regarding the Utility LUAs and impact fees.

Legislative Process:

- * Adoption Process - LUAs, IIP and DIFs

- * Water and Wastewater LUA and IIP dated November 2023

- * Project service units - accounts, volume and equivalent development units (EDU)

- * Identify existing facilities and LOS

- * Project demand and timing of utility expansions and IIP eligible improvements

- * Project timing costs based on same level of service

Timeline Review:

- * May 28 - Public Hearing

- * July 9 - Council workshop on DIFs

- * July 9 - Final adoption of LUAs and IIPs

- * July 9 - Adopt notice of intent and set DIF public hearing

- * August 27 - DIF public hearing

- * October 8 - Council to adopt DIFs

- * January 1, 2025 - Fees effective

Valuation Methodologies:

- * Buy-in (historical) - available facility capacity to serve future development, unit cost of available capacity for new development

- * Incremental (future) - future facilities that add capacity for new development, unit cost of future capacity for new development

- * Hybrid (historical and future) - current and future facility capacity, weighted average unit cost of existing and future capacity for new development

Utility LUA:

- * Objective - legislative requirement to project growth over the 10-15 year period, also projected build out Affective capacity and timing of growth related facilities

- * Outcomes - growth in utility customer accounts and EDUs, anticipated locations where growth is likely to occur, water and sewer demands requiring additional facilities

- * Adjustments - growth has slowed since 2021 and 2022, more conservative revenue projections for rate setting, small impact on timing of facility expansion projects

Water System:

- * Meter Size and total number of accounts (total water accounts 25,127)
- * Water EDUs - 31,549
- * 13.14 million gallons per day (MGD) existing facility
- * Peak Day Demand - 11,700,000 in 2024 versus 12,026,000 in 2019
- * EDUs - 31,549 in 2024 versus 28,149 in 2019
- * Peak day demand per EDU is 13% less, increase in customers and EDUs and existing facilities can serve more customers
- * Review of IIP eligible projects totaling \$29.15 million DIF funded

Water Resource DIF:

- * Fee covers the value of a 2004 city acquisition of the Big Chino ranch
- * City portion is 4365 acre-feet per year or 3.90 MGD (54% of the 2004 investment)
- * Fee used to repay outstanding debt service
- * Fee elements include - city portion of 2004 acquisition, less remaining non-growth portion of principal, plus net present value of future interest payments
- * Down \$259

Wastewater System:

- * Wastewater Accounts based on meter size (20% less than water)
- * System Capacity - centralization to single wastewater treatment facility (pipelines, lift stations and additional infrastructure to convey wastewater to one plant and expand plant to provide sufficient capacity) 6.75 MGD increasing to 7.50 MGD over the course of the 10 years
- * Water Service Level and Demand per EDU - annual volume at wastewater treatment plants increased by 32%
- * IIP through 2033-34 - \$75.81 funded by DIFs
- * Wastewater base meter size fee - \$2846

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

B. Presentation & Discussion Regarding the City's Water and Wastewater Rate Study.

Mr. Rheem continued the presentation with a discussion regarding water and wastewater utility rate study findings and recommendations.

Rate Study Objectives:

- * Sufficient Revenue - develop 10-year financial plans for water and wastewater utilities through FY32, evaluate capital funding options and scenarios, project annual revenues, timing and amount of necessary rate adjustments over 10-year period
- * Cost of Service Analysis - evaluate the cost of providing water and wastewater services for a FY28-29 test-year, review and update the basis for the increased rates for outside-city customers
- * Rates and Rate Structure - develop fixed and volume over a 5-year period of

FY24-25 through FY28-29, maintain conservation pricing signal and class cost of service recovery

- * Timeline - Public Hearing on May 28 and rates adopted July 1

- * Fund Expenses - fund annual operation and maintenance (O&M), debt service and cash-funded capital expenses

- * Debt Service Coverage (DSC) Ratio - calculated as the ratio of utility revenues less O&M divided by annual debt service, exceed annual DSC requirements targeting 150% of annual debt service for rate setting and DSC ratio of 125% is a requirement of city loan agreements

- * Cash reserves - exceed minimum cash reserves

 - water fund: 90 days (25%) of O&M

 - wastewater fund: 60 days (17%) of O&M

Utility Financial Planning Process:

- * Financial Plan Drivers - increases in labor costs/materials/supplies/borrowing costs, fund annual repair and replacement capital facilities, use restricted fund balance to mitigate rate revenue funding requirements, PFAS mediation and accelerated meter replacement program funding requirements, reductions in peak and outdoor water use, managing varying annual capital funding requirement and development impact fee revenues inflows, and levelized annual rate revenue adjustments while funding annual requirements and exceeding DSC and cash reserves

- * Capital Projects through FY32-33 - \$92 million cash funded, \$50.5 million debt funded and \$3 million grant funded

- * Proposed Water Rate Revenue Increase

 - 13% FY24-25

 - 11% FY25-26

 - 2% FY26-27

 - 2% FY27-28

 - 2% FY28-29

Recommendations:

- * Increase base charge by overall rate revenue requirements to maintain revenue stability

- * Maintain the aquifer protection fee at current levels and evaluate fee based on updated funding requirements during next rate study

- * Maintain customer class cost of service recovery for volume rates

- * Maintain outside-city multiplier of 1.30 inside-city rates

- * Increase bulk water station volume rate consistent with city developed rate recommendations

- * Tie construction/hydrant customer volume rate to Tier 2 non-residential

- * Maintain existing volume rate structure while increasing revenue and modifying volume rates in line with cost of service results

Wastewater Fund:

- * Financial Plan Drivers - increases in labor costs, materials, supplies and borrowing costs driving study period rate increases, fund increased capital requirements including finalizing WWTP centralization project and expanding airport WRF solids and volume capacity, pursue grant and low-interest opportunities to reduce debt requirements and mitigate future rate increases,

managing varying annual capital funding requirements and development impact fee revenues inflows, and levelized annual rate revenue adjustments while funding annual requirements and exceeding DSC and cash reserves
* Major Fund Capital Projects through FY32 - \$35 million cash funded, and \$160.2 million debt funded

* Proposed Wastewater Rate Revenue Increases

- 18% FY24-25
- 17% FY25-26
- 8% FY26-27
- 7% FY27-28
- 4% FY28-29

Rate & Fee Recommendations:

- * Increase base charge by overall rate revenue requirements to maintain revenue stability
- * Maintain customer class cost of service recovery for volume rates
- * Increase septate hauler rates to maximize revenue from this source and mitigate wastewater rate increases
- * Transition to single volume rate for both residential and commercial customers

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 2:58 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 May 14, 2024. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



City of Prescott

City Council - Voting Meeting

May 14, 2024 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 3:08 p.m.

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Cantelme stated that May 27- June 2024 Prescott Public Library parking lot will be closed for construction to correct ADA deficiencies and during this time external book drop offs will be available in the alley to the South of the lot and at the Goodwin Street library entrance. A map with additional information and alternative parking locations is available on the library website. Also, the City of Prescott has implemented time of day watering restrictions through November 1, outdoor watering should be done between the hours of 8 pm and 8 am to conserve water during the summer heat. Finally, she congratulated Councilman Moore on the birth of his grandson Kimball, his ninth grandchild.

3. INVOCATION – Councilman Moore

4. PLEDGE OF ALLEGIANCE - Councilwoman Fruhwirth

5. ROLL CALL

Phil Goode - Mayor
Connie Cantelme - Mayor Pro Tem
Lois Fruhwirth - Councilwoman
Ted Gambogi - Councilman
Brandon Montoya - Councilman
Eric Moore - Councilman
Cathey Rusing - Councilmember

6. PRESENTATIONS

- A. Recognition of Public Works Week 2024 (May 20-24) and Presentation of a Proclamation.

Public Works Director Gwen Rowitsch provided a presentation and reviewed a video about all of Public Works Services.

Mayor Goode presented the Proclamation.

- B. Presentation Regarding Regional Cooperation During Recent Fire Events.

Fire Chief Holger Durre and CAFMA Fire Chief Scott Freitag highlighted recent

regional collaboration during the April 1st Legado Fire event. They thanked all surrounding jurisdictions for their assistance in getting this fire under control as quickly as possible. It truly was a collaborative effort between Fire, Police, Public Works, Fleet, and more. Additional units came the Verde Valley, Flagstaff and even other statewide agencies as well. These relationships are vitally important to our communities.

7. PROCLAMATIONS

A. Falun Dafa Day - May 13

Councilmember Rusing requested to speak, Mayor Goode stated she was out of order.

Councilman Gambogi presented the Proclamation.

8. OPEN CALL TO THE PUBLIC

None.

9. CONSENT AGENDA

MOTION BY COUNCILMAN MOORE TO APPROVE CONSENT AGENDA ITEMS 9.A. THROUGH 9.G, EXCLUDING ITEM 9.F.; SECONDED BY COUNCILMEMBER RUSING: PASSED (7 - 0)

- A. Approval of Meeting Minutes from the April 23, 2024 Executive Session, the April 23, 2024 Study Session, the April 23, 2024 Voting Meeting, and the April 30, 2024 Special Study Session.
- B. Approval of Application for Various Fiscal Year 2025 Grant Funding Opportunities for the Prescott Fire Department.
- C. Approval of City Contract No. 2024-212 with NAZCARE, Inc. to Expend Community Development Block Grant Funding in the Amount of \$90,855.00 for the Rehabilitation of Their New Hope Wellness Center. Funding is Available Through CDBG Funds.
- D. Approval of City Contract No. 2024-215 a Memorandum of Understanding Between the Prescott Police Department and the Arizona Rangers Granite Mountain Company to Provide the Prescott Police Department with Auxiliary Volunteer Law Enforcement Services from the Arizona Rangers.
- E. Approval of Night Work on Willow Creek Road North of Pioneer Parkway & South of James Lane.
- F. Approval of City Contract No. 2024-219, an Art Donation for a Bust Sculpture Honoring "Wish Man" Frank Shankwitz.

Councilwoman Fruhwirth pulled this Item from the Consent Agenda for further discussion.

Team Wishman Representative Joe Bagley addressed the Council regarding Mr. Shankwitz life and impacts not just on Prescott but throughout the country and world.

Mayor Goode thanked Mr. Bagley and the group for their efforts on this project and stated that he is looking forward to having the statue downtown and recognize what Mr. Shankwitz did.

MOTION BY COUNCILWOMAN FRUHWIRTH TO APPROVE CITY CONTRACT NO. 2024-219; SECONDED BY MAYOR GOODE: PASSED (7 - 0)

- G. Approval of City Contract 2024-205 with Prescott Frontier Days for the World's Oldest Rodeo Annual Marketing Contribution in the Amount of \$40,000. Funding is Budgeted & Available Through Transient Occupancy (Bed) Tax Funds.

10. CONSENT ORDINANCE

Discussion was taken regarding Item 10.A. before Council voted on the Consent Ordinance Agenda.

MOTION BY MAYOR PRO TEM CANTELME TO ADOPT CONSENT ORDINANCE ITEMS 10.A. THROUGH 10.C. WITH THE ADDITION OF THE WORDS "IMPROVING" TO ORDINANCE NO. 2024-1858 AS DISCUSSED; SECONDED BY COUNCILMAN GAMBOGI: PASSED (7 - 0)

- A. Adoption of Ordinance No. 2024-1858 Placing the Question of Adopting a Dedicated Transaction Privilege Tax on the November 5, 2024 Election Ballot. Councilman Moore asked about the financial impacts regarding the County fees for the election and he also asked if any of the funding will be impacted by impact fees that were discussed during the Study Session earlier today.

City Clerk Sarah Siep addressed the fees paid to the County and the conducting of an election in an off-year for the city, this will be an additional cost that the city would not normally pay.

Finance Director Mark Woodfill stated that impact fees are included in the projections, but those are just projections, however, it won't affect the amount collected.

Mayor Pro Tem Cantelme stated that this is something that is needed for the city going forward.

Councilwoman Fruhwirth echoed Mayor Pro Tem Cantelme's comments, she added that in the ballot language she would like to add the word "improvements".

Mayor Goode commented that the bulk of this tax is for ongoing personnel salaries so "improvements" would only be applicable to the portion that will be sunset, and putting that word in the full ballot language would be deceptive.

City Attorney Joseph Young stated that the word "improvements" is not

appropriate as it relates to construction, would be acceptable to have "improving public safety..."

Councilwoman Fruhwirth stated that she was comfortable with that.

Councilmember Rusing stated that she wanted staff to address why the funding is going into the general fund and not a separate account.

Mr. Woodfill responded that this will not fund the total cost of public safety and trying to put it into a dedicated fund would not be possible. It is dedicated to public safety and only to be used for that.

Councilman Montoya asked about timing of putting this on the November ballot versus waiting until next year when it is a regular city election cycle. He stated that his concern is that there is still a lot of confirming to do with education, raising money for a PAC to support this and a sea of other election items he isn't as comfortable putting this on the ballot.

Fire Chief Holger Durre stated that as soon as a tax passes the city can issue debt to that tax, planning wise the department projection would be late into 2025 that they would be actually putting shovels in the ground. So from a capital side the trajectory isn't changed.

Ms. Siep stated that the proposition would need to be placed on a ballot in the next election cycle (2026) and the ballot language would need to be different if the proposition did not pass this year.

Chief Durre also addressed capital not being as impacted by when the tax were to pass, but hiring and other components would be impacted.

Councilman Montoya stated that he is in support of this but he did want to entertain the idea of developing a better strategy around the Proposition.

Member of the public Sherrie Hanna addressed the Council with Linda Nichols regarding forming the PAC and wording of the ballot language. She stated that solely dedicated should be included in the ballot language. Additionally, they wanted information regarding the budget remaining as established for public safety and would like assurance that this tax would not impact the budget. Finally, she mentioned an agreement with the James Family regarding a property to be dedicated in North Prescott for a fire station. Have formed a PAC and are ready to hit the ground running tomorrow to educate the public.

Ms. Siep clarified the Ordinance title is not the ballot language, and directed Ms. Hanna to the full ballot language within the Ordinance whole "sole purpose" is included.

Mr. Young addressed the language in the enacting Ordinance that covers the budget inquiries.

Councilwoman Fruhwirth stated that she understood that the minute the voters

approve debt can be issued, and asked if that is correct.

Mr. Woodfill confirmed that once there is voter approval debt can be issued. Whether it is approved or not would not stop the city from moving forward for the design or stations because that is all already budgeted. This is a long term solution to public safety financing, if there is concern regarding passing in November that is something to consider.

Councilman Gambogi complimented Ms. Hanna and Ms. Nichols for their hard work already.

Councilmember Rusing reiterated that over the next 10 years these funds will put additional uniform police on the streets and add 30 Firefighters/EMS, it is something the city desperately needs.

- B. Adoption of Ordinance No. 2024-1857 Authorizing Amendment No. 3 to Lease Agreement Between the City of Prescott and Zion's Bank Corporation, DBA National Bank of Arizona.
- C. Adoption of Ordinance No. 2024-1856 Amending Title I, Chapter 1-14 Code Enforcement, Section 1-14-8, by Revising Subsection 1-14-8(D) and Adding a New Subsection 1-14-8(E), and Adding a Severance Provision.

11. LIQUOR LICENSE

- A. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Lorie Ann Kapaun, Applicant, for Willow Tree Tapas and Wine LLC. Location: 2889 Willow Creek Road.

**MOTION BY COUNCILMAN GAMBOGI TO CLOSE THE PUBLIC HEARING;
SECONDED BY COUNCILMAN MONTOYA: PASSED (7 - 0)**

**MOTION BY COUNCILMAN GAMBOGI TO APPROVE ITEM 11.A.;
SECONDED BY COUNCILMAN MONTOYA: PASSED (7 - 0)**

12. REGULAR AGENDA

- A. Approval of City Contract No. 2024-217 with Civic Solutions for the Economic Development Strategic Plan for the City of Prescott in the Amount of \$70,000 Plus Expenses in the Amount of Approximately \$6,000. Funding is Budgeted & Available in the General Fund.

Economic Development Director John Heiney provided a presentation to Council regarding a comprehensive economic strategic plan for the City of Prescott. The group recently completed a regional strategic plan with the Chamber Foundation and is familiar with the area. Their goal is to foster local economic growth through business expansion, and development. Their timeline is very good, and the city will have a plan back by the 4th quarter of this year, Prescott relies on engagement and this plan will help to enhance that.

Councilmember Rusing commented that she has concerns regarding the fact that

the contract was not included in the packet, and asked about the regional plan. Additionally, she stated that she is astounded that we don't have a dedicated Economic Development Director.

Mr. Heiney responded that the boilerplate contracts aren't included in the packets. He added that the regional plan has not been sent, however, he can share it once it has been shared. Finally, stakeholder engagement is critical and this is a key component to allow the Council to communicate how they want to implement a strategic plan for these purposes particularly if they want a dedicated department.

Councilwoman Fruhwirth echoed that she would like to review the full strategic plan. She added that the RSOQ that was shared prior to the meeting was helpful, but she expressed concerns regarding not receiving this plan until after the budget is adopted.

Mayor Goode stated that he is disappointed that the contract and references to the regional plan were not included in the packet. Feels the Council is premature in approving this. All necessary information should be posted with the agendas.

City Clerk Sarah Siep addressed Council statements regarding the contract not being included in the agenda materials. She reiterated that unless contracts, IGAs, MOUs or other agreements come from an outside agency they are created from a standard template from the purchasing department once Council approves and have historically not been included in the packets. However, if Council consensus is to include them with the understanding that the packets will be significantly larger staff can do that.

MOTION BY MAYOR GOODE TO POSTPONE APPROVAL OF CITY CONTRACT NO. 2024-217 TO MAY 28, 2024; SECONDED BY COUNCILMEMBER RUSING: PASSED (4 - 3) COUNCILMAN GAMBOGI, COUNCILMAN MONTOYA AND COUNCILMAN MOORE DISSENTING

- B. Approval of City Contract No. 2023-209A2, an Amendment to City Contract No. 2023-209 with Combs Construction Company Inc. for the Prescott Public Library Parking Lot Improvements in an Amount not to Exceed \$421,424.89, Utilizing the City's Job Order Contract. Funding is Budgeted & Available in the Facilities Fund.

Capital Program Manager Tim Sherwood addressed the Council regarding the project which will include the addition of a third parking space to address ADA issues in the parking lot at the Prescott Public Library.

Councilmember Rusing commented that she had been in the back parking lot and there were several marked spots in that area. She asked if this would impact any of the work that was recently done and if the book drop would be moved.

Mr. Sherwood responded that it will not impact the recent work completed, and stated that the book drop will be moved during the construction only.

Councilman Gambogi stated that he was confused by this because he thought the library was ADA compliant.

Mr. Sherwood responded that the slope of the spots going toward Marina Street are out of compliance and this is to address that.

City Attorney Joseph Young added that a complaint was made to the ADA about a year ago and this is part of the city's efforts to remedy that.

Councilman Montoya asked if the contract for this item is in the packet.

City Clerk Sarah Siep responded that it is not.

Councilmember Rusing asked how stormwater drainage will be addressed.

Mr. Sherwood responded that it will still have runoff.

Councilwoman Fruhwirth stated that there was a detailed proposal included, she also commented that in the proposal she saw details regarding a concrete driveway and asked about that.

Mr. Sherwood responded that it will be a standard grade increase to help address the slope of the parking lot.

Councilmember Rusing stated that this is a \$400,000 solution to a problem that wasn't a problem but the Council has to do it.

Mayor Goode stated that he has a problem with this item as well because the contract wasn't included in the packet, and if he doesn't have it he is violating his own principals by not reviewing the documents before he approves it.

MOTION BY MAYOR GOODE TO POSTPONE APPROVAL OF CITY CONTRACT NO. 2023-209A2 TO MAY 28, 2024; SECONDED BY COUNCILMEMBER RUSING: FAILED (3 - 4) COUNCILWOMAN FRUHWIRTH, COUNCILMAN GAMBogi, COUNCILMAN MONTOYA AND COUNCILMAN MOORE DISSENTING

MOTION BY COUNCILMAN MONTOYA TO APPROVE CITY CONTRACT NO. 2023-209A2; SECONDED BY COUNCILMAN MOORE: PASSED (4 - 3) MAYOR GOODE, MAYOR PRO TEM CANTELME AND COUNCILMEMBER RUSING DISSENTING

13. COUNCIL LIAISON BCC UPDATES

Mayor Pro Tem Cantelme provided updates on the following BCCs:

1. Prescott Preservation Commission recently reviewed the proposed hotel, mixed-use project to be located at the former city hall site. The developer was present to address questions and concerns from the public at the meeting and a recent open house as well. She added that the group also reviewed the proposal for signage at the new National Bank location, but rejected it so the applicant will return with revisions at the next meeting.
2. Workforce Housing Committee recently took a "field trip" to a workforce housing project in Prescott Valley and she encouraged everyone to go take a look. Also a

stakeholder open house will take place on June 26 to help gauge the buy-in of our community for Workforce Housing efforts in Prescott.

Councilman Montoya provided updates on the following BCC:

1. CDBG Citizens Advisory Committee have gone through the process of approving projects for their next plan year. He also shared an email from staff liaison Michael McInnes announcing that the HUD funding for plan year 2025 will be the largest disbursement the community has received.

Councilwoman Fruhwirth provided updates on the following BCC:

1. Tourism Advisory Committee recently reviewed and ranked their annual grant applications and recommendations will be coming to Council soon.

City Clerk Sarah Siep provided an updated on all upcoming BCC meetings through June 11.

14. ADJOURNMENT

Quote: "A positive attitude may not solve all your problems, but it will annoy enough people to make it worth the effort" - Herb Albright

There being no further business to discuss, Mayor Goode adjourned the meeting at 4:56 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 May 14, 2024. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



City of Prescott

City Council - Workshop Meeting

May 16, 2024 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 1:00 p.m.

2. ROLL CALL

Phil Goode - Mayor

Connie Cantelme - Mayor Pro Tem (Arrived at 1:20 p.m.)

Lois Fruhwirth - Councilwoman

Ted Gambogi - Councilman

Brandon Montoya - Councilman

Eric Moore - Councilman (Excused)

Cathey Rusing - Councilmember (Excused)

3. DISCUSSION

A. FY25 Budget Workshop Discussions, Part II.

Finance Director Mark Woodfill introduced the workshop topics which will include Fire, Police, Regional Communications Center and Public Works. Department staff will be handling their presentations.

Fire Chief Holger Durre and Deputy Police Chief Jon Brambila began the discussion with a presentation regarding the Fire and Police Departments budget and needs.

Immediate Needs (1-3 years):

- * New Fire Station
- * Relocated Fire Station
- * Major Station Remodel
- * Property & evidence facility

Short Term Needs (4-7 years):

- * Three safety and health fire station remodels
- * Land and design for second new station
- * Additional police facility needs and enhancements

Long Term (8-10 years):

- * Second new fire station (Station 77) - will depend on growth and needs further down the road

Immediate Operational Needs (1-3 years):

- * Recruitment and retention challenges
- * New personnel - 16 sworn officers, 15 fire personnel, 2 fire safety positions, 3 support staff (records, radio, IT)
- * Low acuity response
- * Public access defibrillation program

Councilman Gambogi asked how the departments plan to get that amount of new employees.

Chief Durre responded that fire is changing their training and recruitment efforts. Will be conducting a joint academy with CAFMA, allowing it to go for additional weeks and obtain certifications.

Deputy Chief Brambila added that marketing and other innovative ideas have helped to increase the number of people who are coming in and inquiring about the department. They are also conducting academies twice a year. Also, these positions are spread over a three year period.

Councilwoman Fruhwirth stated that she's heard 30 personnel before and asked for clarification on that.

Chief Durre responded that is over the course of a 10-year investment period.

Short Term (4-7 years) Operational Needs:

- * Recruitment and retention challenges
- * New personnel - emergency management staffing, special enforcement team, additional K-9s

Long Term (8-10 years) Operational Needs:

- * Fire Station 77 staffing

Community Impacts Immediate (1-3 years):

- * Fill downtown, midtown and northside response gaps
- * Improve response times
- * Fill critical public safety positions
- * Stabilize recruitment and retention
- * Enhanced community policing and traffic enforcement

Community Impacts Short Term (4-7 years):

- * Improve health and safety of public safety personnel
- * Prepare for future growth of the community
- * Improve existing public safety facilities to extend their life

Community Impacts Long Term (8-10 years):

- * Continue to focus on improving public safety outcomes

Mr. Woodfill continued with an overview of the projected capital needs over 10 years in the amount of \$110,565,090 as well as Operating needs. With additional stations there are ongoing costs that will need additional funding. He reminded the Council that there will continue to be budgeting and funding as usual from the

General Fund. He also reviewed the proposed transaction privilege tax.

Mayor Pro Tem Cantelme arrived at 1:20 p.m.

Councilwoman Fruhwirth asked if any other communities are below our current tax.

Mr. Woodfill responded that the Tribe is lower and Dewey-Humboldt is equal. He continued with a review of the estimated tax burden on municipal services and determined to be approximately \$26,557 household taxable spending with an estimated assessed home value of \$400,000.

Contingencies for Proposed Tax in FY25 Budget:

- * Proposed Tax - \$5,329,500
- * Potential Debt - \$4,812,224
- * Public Safety Operating Expenditures - \$1,748,724
- * Public Safety Capital Expenditures - \$8,393,000

Mayor Goode commented on how significant the tax burden of CAFMA services is on the public and that even with the additional proposed tax Prescott will have still much less of a tax burden.

Departments

I. Fire:

Operating Funding Sources

- * 91% General Fund Tax Base
- * 3% Tribal contract
- * 3% Special Revenue Funds
- * 2% Enterprise Fund - Airport
- * 1% General Fund Program Revenues
- * FY25 Expenditure Summary - \$21,569,403

Mayor Pro Tem Cantelme asked if Prescott Fire stations have the required washing machines for cleaning turnouts after specific events.

Chief Durre responded they do not at this time, however, that is something he is looking into through a cooperative agreement with CAFMA.

II. Police:

Operating Funding Sources

- * 88% General Fund Tax Base
- * 9% Special Revenue Grants/Trusts
- * 3% General Fund Program Revenues
- * FY25 Expenditure Summary - \$21,189,396

Councilman Montoya left the meeting at 1:35 p.m.

Mayor Goode asked what the average age of vehicles is. He also asked what the FLOCK ALPR system is used for.

Deputy Chief Brambilla stated that it is on average 12-years. The goal is to get to a point where the vehicles are replaced at no more than 100,000 miles. FLOCK is the company that the department has tested/evaluated, these are strategically placed in high traffic areas of the city to look for things like stolen vehicles and plates, not civil issues. The system also allows the department to enter plate information related criminal activity to help search for suspects.

III. Prescott Regional Communication Center:

Operations Funding Sources

- * 49% General Fund Tax Base (Internal)
- * 51% General Fund Program revenues (External Partners)
- * FY25 Expenditure Summary - \$4,502,272

Mayor Pro Tem Cantelme asked if the agreement with the external partners is an IGA.

Brambilla confirmed and added that it is based on calls and operation costs for the center.

Mr. Woodfill continued with a discussion regarding Public Works Capital Improvement Program and introduced staff.

City Attorney Joseph Young stated that a recess needed to be taken due to a lack of quorum when the Mayor left the meeting at 1:46 p.m.; reconvene at 1:52 p.m.

Public Works Director Gwen Rowitsch introduced her staff who reviewed the \$81 million capital improvement program budget.

Street Capital Projects:

- * Pavement Management Programs (pavement reconstruction)
- * Circulation Projects
- * Roadway Reconstruction Projects
- * Drainage Projects

Deputy Public Works Director Janet Ramsay discussed the Pavement Management Program:

- * FY25 Budget - \$14 million Street Fund
- * One position reclassification PMP Manager (Greg Patrick) specifically looking into pavement preservation
- * Crack, fog and slurry seals, micro seal, revitalizes and protects pavement
- * Pavement Rehabilitation - repairs followed by slurry seal, micro seal or chip seal
- * Pavement Reconstruction Program is new
- * Will continue with an evaluation survey that is already in process to assess the condition of city roadways

Councilwoman Fruhwirth asked if Willow Creek was in poor condition and that is why it was addressed, and what is it at now.

Ms. Ramsay responded that it was in fair condition, but there were some specific areas that were having issues that were poor and needed attention.

Traffic Engineer Ian Mattingly continued with an overview of the Street Circulation Projects:

- * FY25 Budget - \$825,000 Street Fund
- * Arterial Traffic Signal coordination
- * Downtown Bollard Project
- * Sidewalk repairs and replacement

Mayor Pro Tem Cantelme asked if there is any funding set aside for unforeseen circumstances.

Staff confirmed.

Capital Program Manager Tim Sherwood continued with a discussion regarding the Roadway Reconstruction Projects:

- * FY25 Budget - \$1,692,000 street, water and wastewater funds
- * Double D Road Reconstruction and Drainage will be first project in new fiscal year
- * Stetson Road will be improved also in FY25

Drainage Improvement Projects:

- * FY25 Budget - \$700,000 Yavapai County Flood Control District Funds (pending)
- * Drainage Improvements for Double D Drive and Merritt/Lincoln/Ruth Road
- * Dexter Neighborhood Drainage Improvements Phase I

Ms. Ramsay continued with Solid Waste Projects:

- * FY25 Budget - \$7,826,174 from solid waste and streets fund
- * Solid Waste additional fee booth and scales
- * Vehicle replacements
- * Transfer station/street maintenance yard paving
- * Transfer station master plan

Utilities Manager Steven Olfers continued the discussion regarding Water Production Projects:

- * FY25 Budget - \$15,725,000 from water fund and WIFA loans
- * Intermediate Pump Station and Water Production Facility
- * Zone 52 Water Main to NW Regional Water Tank
- * Zone 41 Mingus Pump Station, Tank and Pipeline
- * There are also several studies and maintenance items taking place over the course of the next several years

Councilman Montoya returned to the meeting at 2:32 p.m.

Water Distribution Projects:

- * FY25 Budget - \$14,780,600 from water and wastewater funds
- * Citywide water main replacement phase II
- * Zone 24/27 water pipeline upsizing
- * Water meter replacement program (5-year plan for all users in system)

- * Section 33 DA water and sewer infrastructure

Matt Killeen continued regarding Water Resources and Water Quality Projects:

- * FY25 Budget - \$1,182,751 from water fund
- * Phosphorus binding
- * Aquatic weed abatement
- * BCWR well field maintenance

Councilwoman Fruhwirth asked about the equipment that has been installed on Watson Lake and what the feedback and response from the public has been.

Mr. Killeen responded that we have not received any calls from the public regarding this equipment, additionally the feedback that he has received while in the field has been all positive.

Wastewater Capital Project Types:

- * Collection Projects
- * Treatment Projects

Mr. Olfers discussed Collection Projects:

- * FY25 Budget - \$12 million from wastewater fund and WIFA loan
- * Sundog Trunk Main Phase C
- * Willow Creek Gravity Sewer
- * Yavapai Hills #1 Lift Station Rehab
- * Wildwood Lift Station Abandonments
- * Manhole Repair and Replacement Program

Treatment Projects:

- * FY25 Budget - \$2,550,000 from wastewater and street funds
- * Centralization - Effluent Tank, Pipeline and SR89 Improvements
- * Centralization - Airport WRF Solids Handling Facility
- * Effluent Tank Rehabilitation
- * Wastewater Generator Replacement Program (New)

Ms. Ramsay continued regarding Facilities, Vehicles & other capital:

- * FY25 Budget - \$9,851,235 from water, wastewater and street funds
- * Street Maintenance Admin Building (will include records storage)
- * Vehicle Replacements

Total Public Works Capital Budget:

- * FY25 - \$81,232,760
- * Over 5 Year Plan (FY26 – FY29) - \$255,137,213

Councilwoman Fruhwirth asked if there is contingency in the budget for PFAS issues.

Staff confirmed.

Mayor Pro Tem Cantelme stated that she has heard that departments should cut

10% from their budgets, and asked if there is a waste category for Public Works.

Ms. Rowitsch responded they do not, they have cut over \$2 million out of capital. She doesn't entertain wants she only entertains needs, there are certain things we need to have to provide services in a safe manner for our employees and the community.

Councilman Montoya thanked staff for their time in making hard decisions about budget before these requests even come to Council, they are not equipped to tell any of the city departments how to run their budgets because they are the leaders and experts in what they do. Especially in public works it is staff who want tools to do their jobs better. She continued with a review of the FY25 Authorized Expenditure List (AEL).

Mr. Woodfill continued with the upcoming steps in the FY25 Budget Process

- * June 11 - Tentative budget adoption and publishing of tentative budget
- * June 25 - Public hearings FY25 Budget, Alternative Expenditure Limitation and Property Tax Levy, adoption of Final Budget by Council (separate meeting)
- * July 9 - Adopt property tax levies

Mayor Pro Tem Cantelme asked when the cutoff is for approvals.

Mr. Woodfill responded that the budget cannot be changed, except to decrease, after the June 11th adoption.

Councilwoman Fruhwirth asked about the city's fee schedule and why some CPI increases.

Deputy Finance Director Lars Johnson commented that the consolidated fee schedule will be coming back to Council. Part of the budget process is obtaining information about fees they collect from Departments so they can compile everything. Some code references point to different CPI indexes which accounts for the difference in CPI increases.

Mayor Goode stated that Council should discuss an agreed upon CPI source so that it can be standard and universal.

Mr. Woodfill stated that staff has been using the Phoenix Metro CPI but some of these things don't happen every year and can't be updated until it does.

Councilwoman Fruhwirth asked when the Strategic Plan will be discussed by the Council.

Mr. Goodman stated that it will be brought back on June 11th for a Council vote now that the implementation has been completed and will be used by staff day-to-day.

Member of the public Kenneth Fidyk addressed the Council stating that he hasn't been to any city budget workshops before, but said that budgets should be cut by 5%. If the Council wasn't considering raising taxes on the residents he wouldn't

even be here, so he feels Council should challenge the staff to make sure money isn't being wasted.

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 3:41 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 May 16, 2024. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: City Clerk
ITEM #: 9.B
SUBJECT: Approval of Renewal for Off-Track Pari-Mutuel Wagering Permit at Matt's Saloon. Location: 112 South Montezuma Street.

ITEM SUMMARY

The following permit renewal is presented to Council for consideration:

Turf Paradise
Matt's Saloon at 112 South Montezuma Street
Applicant - David Johnson, Agent
Permit Effective - June 1, 2024 through May 31, 2027

The application location has been reviewed by the Police Department and the Arizona Department of Gaming and no incidences regarding off-track betting have been reported at this location in the past three years.

BACKGROUND

Matt's Saloon has held an off-track pari-mutuel wagering permit for nineteen (19) years. State law requires that the permit be approved by the local governing authority. The current permit for Turf Paradise was approved in May 2021 and expires May 31, 2024. As indicated in the attached letter, the applicant is requesting a renewal of that permit for a new term from Jun 1, 2024 through May 31, 2027.

FINANCIAL IMPACT

None at this time.

RECOMMENDED ACTION

MOVE to approve renewal of off-track pari-mutuel wagering permit

ATTACHMENTS

1. 2024 City Renewal Request - Matt's Saloon



May 1, 2024

**Sarah Siep
City Clerk
City of Prescott
P.O. Box 2059
Prescott, AZ. 86302**

Dear Sarah,

Turf Paradise is hereby requesting to renew its Off-Track Pari-Mutuel Wagering Permit for Matt's Saloon, located at 112 S. Montezuma St. Prescott, Arizona. Turf Paradise is currently in the process of renewing its Teletrack Wagering Permit with the Arizona Department of Gaming/Racing Division. The term of the permit applied for is from June 1, 2024 through May 31, 2027. Therefore, we ask that the term of the license for Matt's Saloon be valid until that date. A copy of the Teletrack Wagering Permit will be forwarded to you upon receipt.

**Applicant: David Johnson, Agent
Matt's Saloon
112 S. Montezuma St.
Prescott, AZ. 86301**

Thank you for your attention to this matter. If you have any questions or concerns please contact me at (602) 375-6431.

David Johnson

Vice President

Turf Paradise



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: City Manager
ITEM #: 9.C
SUBJECT: Approval of City Contract No. 2024-217 with Civic Solutions for the Economic Development Strategic Plan for the City of Prescott in the Amount of \$70,000 Plus Expenses in the Amount of Approximately \$6,000. Funding is Budgeted & Available in the General Fund.

ITEM SUMMARY

This item was continued at the May 14, 2024 Voting Meeting. All information remains the same and the contract documents are attached as requested:

Council is asked to approve a contract with Civic Solutions Partnership LLC based in Austin, Texas for a comprehensive economic development strategic plan for the City of Prescott.

BACKGROUND

In late 2023 staff opened a search for a firm to conduct the City's first comprehensive economic development strategic plan, through a Request for Statement of Qualifications (RSOQ) process. After 10 responses from qualified firms, Civic Solutions was selected. Here is an excerpt from the company's response, by principal Steven Pedigo.

Headquartered in Austin, Texas, our team at CivicSol brings a wealth of experience and expertise in economic development, strategic planning, and implementation. With a track record of advising communities across the U.S. and Arizona, we are committed to guiding our clients toward an innovative and competitive approach to economic development. We bring deep experience and knowledge of Prescott and Arizona, having recently completed the Quad Cities Regional Economic Development Strategy for the Prescott Chamber of Commerce Foundation, as well as strategies for the cities of Scottsdale, Tucson, and Gilbert. With intimate knowledge of Prescott, we'll be able to ensure that we develop a strategy that is uniquely tailored for Prescott while ensuring compatibility with the other economic development efforts within the region and state. Our proposal outlines a strategy aimed at fostering local economic growth for Prescott's residents and businesses through business attraction and expansion, destination development, and the growth of the city's talent base. We envision that with an updated strategy, the City of Prescott and its partners can chart a resilient pathway for economic prosperity, ensuring sustainable quality of life for generations to come. To support the City of Prescott economic development planning, our team has designed an approach closely aligned with the City's budget parameters, while remaining flexible to adjustments as the engagement evolves. Our plan includes identifying city strengths and opportunities by engaging a robust group of stakeholders and offering a process for co-creating an economic development strategy and action plan that leverages the community's strengths and addresses its challenges. We are enthusiastic about the opportunity to collaborate with the City of Prescott on this significant project and continue our work in the community. We are readily available to provide any further information or clarification you may require. Thank you for considering CivicSol as potential advisors for this important initiative. We look forward to the possibility of contributing to the continued success and growth of Prescott's economy in the years ahead.

Civic Sol's recent experience conducting a region-wide economic development plan on behalf of the

Prescott Chamber of Commerce, along with their track record in Arizona and around the country made them the top choice for Prescott's first Economic Development Strategic Plan.

FINANCIAL IMPACT

Contract amount is \$70,000 plus expenses, approximately \$6,000. This is a budgeted expense from the General Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-217

ATTACHMENTS

1. 2024-217-Contract Cover Sheet for Council
2. Contract 2024-217-CivicSolutions

Contract Details

Contract Number	Presenting Department
2024-217	Economic Development
Company Name	
Civic Solutions Partnership, LLC	
Contact Information	
Phone: 617-785-0807	
Email: steven@civicsol.com	
Address: PO Box 27382 Austin, TX 78755	
Term Details	
Agreement shall be for a period of one (1) year.	
Dollar Amount	
\$ 70,000.00 and possible additional \$6,000.00 for travel	
Scope of Services	
Economic Development Strategic Plan	



Professional Services Agreement
for
Economic Development Strategic Plan
Contract No. 2024-217

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

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS Civic Solutions Partnership, LLC. (hereinafter referred to as “Professional”), has expertise in providing economic development strategic plan services.

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

1. That Professional shall provide the services to the City in relation to the Economic Development Strategic Plan Project as indicated in Exhibit “A” (Request for Statements of Qualifications, Statement/Proposal, and as indicated in the Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of May 14, 2024), and as requested by the City Community Outreach Director (hereinafter referred to as “Director”).
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary for the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit “A”.
5. The initial term of the Agreement shall be for a period of one (1) year, commencing on a fully executed contract.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this

Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott
201 N Montezuma Street
Prescott, AZ 86301
contracts@prescott-az.gov

Civic Solutions Partnership, LLC.
PO Box 27382
Austin, TX 78755
steven@civicsol.com

10. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of seventy thousand dollars and no cents (\$70,000.00) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A". The City shall also pay to Professional travel expenses estimated at six thousand dollars and no cents (\$6,000.00).

(B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or subcontractors retained by the Professional.

(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".

(D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for services/work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All services/work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies, and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/work.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

20. Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.
21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
22. (A) Changes in Services/work: The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.
- (B) Additional/extra services/work shall be that services/work not indicated or detailed on the Scope of Work and not specified. Such services/work shall be governed by all applicable provisions on the Contract Document.
- (C) In giving instructions, the Director shall have authority to make minor changes in the services/work, not involving additional/extra cost, and not inconsistent with the purposes of the services/work. No additional/extra services/work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.
- (D) Payment for any change ordered by the Director which involves services/work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said services/work being performed.
- (E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written amendment issued by the Purchasing Department, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the services/work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.
- (F) If the Professional claims that any instructions involve additional/extra cost under this Contract, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other

written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments that go over \$50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

Insurance Requirements: The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all services/work under this Agreement, a policy, or policies of liability insurance with the following coverage:

Commercial General Liability – Occurrence Form

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

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

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

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

Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

Prior to commencing services/work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

Additional Insured:

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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

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

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

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

23. The Professional, with regard to the services/work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

24. Professional Immigration Warranty

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

Under the provisions of A.R.S. § 41-4401, Professional hereby warrants to the City that the Professional and each of its sub-contractors (“Sub-contractors”) will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter “Professional Immigration Warranty”).

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

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

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

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

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

25. Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
26. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
27. Israel: Company certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.
28. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
 1. The forced labor of ethnic Uyghurs in the People's Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 3. Any Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within

five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

29. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

30. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

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

DATED: _____ day of _____, 20____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

Civic Solutions Partnerships, LLC

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney



Request for Statement of Qualifications

For

Economic Development Strategic Plan

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Lois Fruhwirth, Council Member
Ted Gambogi, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member

CITY CLERK:

Sarah M. Siep

CITY MANAGER:

Katie Gregory

Request for Statement of Qualifications Economic Development Strategic Plan

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or firms to provide an Economic Development Strategic Plan. Only persons or firms capable of providing the requested discipline of the professional services will receive consideration. See the City Website for more information.

BID OPENING: Thursday, February 22, 2024, at 2:00pm **City Council Chambers 201 N. Montezuma Street, 3rd Floor, Prescott, Arizona 86301.**

In accordance with local and State law, sealed RSOQs will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive any informality deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available on the City's website at <http://www.prescott-az.gov/business-development/purchasing/bid-listings/>.

PUBLISH: December 17th 2023 and January 7th 2024

Request for Statement of Qualifications

Economic Development Strategic Plan

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I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or firms (hereinafter “firms”) to submit a written Statement of Qualifications (RSOQ) for an Economic Development Strategic Plan. The strategic plan will consist of two main components: the City’s strategic vision and the implementation action plan and performance metrics for economic development. The strategic vision document will establish an economic baseline, market context, and a clear vision including overarching economic goals and objectives. The resulting strategy and metrics will guide the City’s activities over the next five years and generate positive economic outcomes.

The City of Prescott serves its residents, businesses, and visitors by promoting a vibrant and prosperous community. To that end, the City of Prescott is committing the resources necessary to create a resilient and responsive economy that nurtures entrepreneurial spirit, a business-friendly climate, a competitive workforce and generates a thriving business ecosystem. Gathering information from key stakeholders inside and outside of City government will help develop a data-driven strategy, along with providing the tools and actions necessary for the City to measure success and deliver on the strategic plan goals that are set.

While the strategic vision must be designed to increase the City's tax base and expand the economic opportunities of its businesses and residents in an equitable manner, it is also meant to improve the economic vibrancy within the City. The goals and objectives should identify actions that will increase and improve human, social, fiscal, commercial, light industrial or manufacturing, and natural capital. While all tasks, programs, and projects should be aimed at elevating the City's overall brand, attracting new businesses, and retaining existing businesses, a prosperous community is safe, accessible, efficient, resilient, sustainable, and engaging to all people. The City is seeking a thoughtful plan that will also attract the type of industries that will support existing businesses while attracting new businesses.

Only one contract will be awarded. A contract shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-604. The contract will be for the term of one (1) year, with the consideration of two (2) one-year extensions based on successful completion of work and mutual agreement.

To be eligible for consideration, firms must submit a single Statement of Qualification (SOQ) demonstrating appropriate competence, qualifications, and relevant experience. Follow the requirements under the evaluation criteria as the reviewers will score based on the information provided for this section in chronological order.

The City will apply a one-step process to select the successful firms under this procurement. The one-step process will involve review and evaluation of the SOQ to establish a final list. The final list will consist of not less than three (3), depending on submissions, but no more than five (5) of the highest ranked firms.

A. DESCRIPTION OF WORK

Create an economic development strategic plan that will guide the Economic Development Office in seeking broader economic growth.

- Analysis/Discovery – review the current City strategic plan, meet with City and business stakeholders to assess current factors, and determine the competitiveness

of the region for business and workforce attraction and retention. Analyze Prescott's comparability with cities of similar size, potential and its unique strengths, weaknesses, opportunities, and other factors that influence the City's ability to attract and retain businesses.

- Engage local businesses, civic leaders, subject matter experts, and other stakeholders to learn about the current business climate.
- Current Resource Assessment.
- Review and recommend the ideal internal staffing and structure for economic development within the City organization.

Provide an overview and recommended use of the following:

- Available State and Federal rebates, programs and incentives for business attraction and retention.
- Potential City incentives, including waiving impact fees, expedited plan and permit reviews, Government Property Lease Excise Tax, etc.
- Local organization and association resources – Northern Arizona Council of Governments (NACOG), Small Business Development Center (SBDC), Chamber of Commerce, Northern Arizona SCORE, etc.
- Perform an Industry Sector Analysis to identify favorable growth industries that meet the needs of Prescott's existing businesses and residents as well as industries that would complement the existing business environment. Recommend methods to stimulate growth in these industries (business recruitment strategies, etc.).
- Identify existing economic conditions, policies and/or plans that may currently characterize the City's existing economic profile, as well as identify challenges and/or opportunities from such policies and/or plans.
- Informed by the discovery process, work with key City leadership to identify a vision and economic development goals to be implemented over the next five years.
- Develop an action plan and priorities for economic development initiatives over the next five years.
- Assist with the development of tools, metrics, and models for successful economic development efforts.

Desired Outcome

- The result of this process will be an Economic Development Strategic Plan that will establish a community vision, build stakeholder support, and establish clear and

timely goals, strategies, and an implementation action plan with associated performance metrics.

- The strategic plan document will include an executive summary and a presentation to the City Council.

B. REQUESTS FOR INFORMATION

Firms who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

LaTona Jones
Contract and Purchasing Administrator
City of Prescott
Latona.jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Tuesday, February 6, 2024. Responses, or addenda as required, will be issued no later than 12:00pm (noon) on Monday, February 19, 2024. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Statement of Qualifications (SOQ), as outlined in this document.

A. GENERAL REQUIREMENTS

Interested firms are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all firm members and their key personnel to be assigned to this project.

The SOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services. The category or categories that the firm wishes to be considered must be clearly identified in the cover letter.
- Location of the firm
- Statement of the firm's understanding of the purpose and scope of work.
- Description of specific technical capabilities, qualifications, and years of prior experience.
- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) similar projects in which the firm participated. Describe the firm's role in the project and scope of work that demonstrates the firm's expertise. Provide the name and contact information for each project.
- Description of how the firm would approach, manage, and complete the project.

- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by the firm or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Firms shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Firms should be aware that the City is required by law to make its records available for public inspection. All firms, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the firms in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as one original (not stapled or bound) along with a flash drive with same submittal and must conform to this request.

The SOQ shall be limited to no more than fifteen (15) pages. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 11. Combinations of text and graphic material may be used at the firm's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes. Front and back covers and table of contents pages will not be counted if they do not contain submittal information.

The cover letter shall not exceed two (2) pages and is exclusive of the page count limitation for the SOQ. The letter shall be on the firm's company letterhead and shall be signed by an officer or principal of the firm with contracting authority.

Within the submittal package (preferably in the SOQ cover letter), provide all contact information including the firm's name, address(es), email address(es), website address, phone, the contact person for this request and name(s) of principals. This information will be utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the SOQ.

Do not include any fees or pricing related to this project with the SOQ submittal. These materials will not be considered at this time and failure to comply with this provision may result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed SOQs will be received **before 2:00pm on Thursday, February 22, 2024**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened in the City Clerk's Conference Room.

Any submittals received at or after 2:00pm on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid at any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00pm deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Statement of Qualifications:
Economic Development Strategic Plan
Due before 2:00pm on February 22, 2024**

E. MINIMUM TEAM QUALIFICATIONS

Firms shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the professional service categories for which they apply. Selected firms will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for the award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The RSOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION

10 points possible

- Brief overview of the firm and legal organization of the company.
- Applicable licenses held.
- Submission requirements met.

B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL

30 points possible

- Demonstrated understanding of the purpose and scope of the applied.
- Demonstrated years of experience, specific technical capabilities, and qualifications.
- List of comparable projects for the applied service category with work performed and reference information.
- Names and locations of the key personnel proposed for delivering services.
- Brief resume for each key team member describing their experience, background, and notable projects.

C. PROPOSED PROJECT APPROACH

20 points possible

A key element to successful partnerships is the availability and accessibility of selected firms to City staff and local citizens. Firms must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Description of how the firm would approach, manage, and complete required services. Identify and include a detailed discussion of specific areas that will require special attention and/or innovative approaches.
- Identify the location of the firm's principal office and local office.

D. VALUE ADDED KNOWLEDGE AND EXPERIENCE

30 points possible

The firm hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your firm is qualified to perform the required services in the Prescott area. Demonstrate the firm's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to Economic Development.
- List of projects currently under contract with other government agencies.
- Specific experience of the firm within Arizona.
- Specific experience of the firm with the City of Prescott.

E. OVERALL EVALUATION

10 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the SOQ and from any other relevant source, in addition to experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the SOQ evidencing interest in providing services
- Overall evaluation of the firm and its perceived ability to provide the required services.

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the RSOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, an RSOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each firm's qualifications and relevant experience, as indicated in its RSOQ. A Review Committee appointed by the City for this procurement will individually evaluate the RSOQs according to the criteria and weighting as indicated for each category. Following evaluation of the RSOQs, a final list of the highest ranked firms will be determined for each service area. The final list will remain in effect for a period of up to five (5) years from the date of issuance by the City.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the SOQs, the committee shall rank the firms to generate a final list of at least three (3) but no more than five (5) firms. The City will then notify each of the candidate firms of the final rankings.

One contract can or will be awarded to the successful firm. All contracts will be for the term of one (1) year, with the consideration of two (2) one-year extensions based on successful completion of work and mutual agreement. The City will determine the value of the contract based on projected City needs, available budget.

Selected firms will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, Exhibit A, in a form acceptable to the City Attorney. Approval of the City Council may also be required for the award of a contract.

As project needs arise, contracted firms may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

The contract will be for the term of one (1) year, with the consideration of two (2) one-year extensions based on successful completion of work and mutual agreement. Notice of intent to renew shall be provided by the vendor at least one (1) month prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar day written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such

usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00 PM up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful firms. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

G. This Agreement shall be construed under the laws of the State of Arizona.

H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

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

K. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

L. Contractor Immigration Warranty

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

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

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

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

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

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

M. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

N. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People' s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
3. Any Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

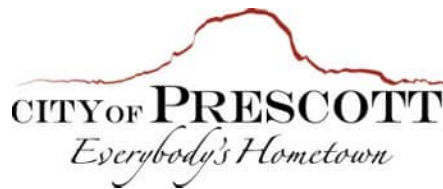
O. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

V. ATTACHMENTS

A. INSURANCE REQUIREMENTS

B. SAMPLE PROFESSIONAL SERVICES AGREEMENT



Professional Services Insurance Requirements

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Professional Liability (Errors and Omissions Liability)

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

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

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

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

Combined Single Limit (CSL)	\$ 1,000,000
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Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

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



Professional Services Insurance Requirements Exhibit A

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

Additional Insured:

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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

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

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

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



Professional Services Agreement for Economic Development Strategic Plan

Contract No. **

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

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS ** (hereinafter referred to as “Professional”), has expertise in providing ** services.

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

1. That Professional shall provide the services to the City in relation to the Economic Development Strategic Plan as indicated in the Request for Statements of Qualifications, Statement as accepted by the Mayor and Council per the Council Minutes of ** .
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary for the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit “A”.
5. The initial term of the Agreement shall be for a term of one (1) year, with the consideration of two (2) one-year extensions based on successful completion of work and mutual agreement. commencing on a fully executed contract.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional’s receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit “A” thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or

creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

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

City of Prescott	**
201 N Montezuma Street	**
Prescott, AZ 86301	**
contracts@prescott-az.gov	**

10. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of ** dollars and ** cents (\$**) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".
- (B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or subcontractors retained by the Professional.
- (C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".
- (D) Prior to the final payment to the Professional, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Professional and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for services/work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

13. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
14. This Agreement shall be construed under the laws of the State of Arizona.
15. All services/work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies, and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/work.
16. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
17. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
18. This Agreement represents the entire and integrated Agreement between the City and the Professional and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
19. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
20. Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the

Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

21. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
22. (A) Changes in Services/work: The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.

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

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

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

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

(F) If the Professional claims that any instructions involve additional/extra cost under this Contract, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments over \$50,000.00 must be approved by City Council.
23. Insurance Requirements: The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all services/work under this Agreement, a policy, or policies of liability insurance with the following coverage:

Commercial General Liability – Occurrence Form

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

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

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

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

Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

Prior to commencing services/work under this Agreement, the Professional shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

Additional Insured:
City of Prescott
201 N. Montezuma Street
Prescott AZ 86301

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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

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

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

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

24. The Professional, with regard to the services/work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Professional will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

25. Professional Immigration Warranty

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

Under the provisions of A.R.S. § 41-4401, Professional hereby warrants to the City that the Professional and each of its sub-contractors ("Sub-contractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Professional Immigration Warranty").

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

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

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

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

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

26. Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.
27. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
28. Israel: Company certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.
29. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Contractor/Vendor/Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
 1. The forced labor of ethnic Uyghurs in the People's Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 3. Any Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

30. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
31. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".
32. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 20____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

PROFESSIONAL

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney



Economic Development Strategic Plan Statement of Qualifications

Prescott, Arizona



February 19, 2024

Ms. LaTona Jones
Contract and Purchasing Administrator
201 N Montezuma Street
Prescott, AZ 86301

Re: Statement of Qualifications for Economic Development Strategic Plan

Dear Ms. Jones:

I am delighted to present CivicSol's Statement of Qualifications to the City of Prescott to support the development of its Economic Development Strategic Plan in 2024. As a dynamic and vibrant community in Arizona, with access to a highly skilled labor force and an outstanding quality of life, Prescott is uniquely positioned to reimagine its economic and destination development strategy: to become the premier destination for business investment and skilled talent in Arizona.

Headquartered in Austin, Texas, our team at CivicSol brings a wealth of experience and expertise in economic development, strategic planning, and implementation. With a track record of advising communities across the U.S. and Arizona, we are committed to guiding our clients toward an innovative and competitive approach to economic development. We bring deep experience and knowledge of Prescott and Arizona, having recently completed the Quad Cities Regional Economic Development Strategy for the Prescott Chamber of Commerce Foundation, as well as strategies for the cities of Scottsdale, Tucson, and Gilbert. With intimate knowledge of Prescott, we'll be able to ensure that we develop a strategy that is uniquely tailored for Prescott while ensuring compatibility with the other economic development efforts within the region and state.

Firmly believing in the power of partnerships to benefit our clients, we have forged a collaboration with AngelouEconomics, a leading consulting firm specializing in economic development research techniques and site selection. With their extensive experience developing industry cluster analysis, retail assessments, and site-selection evaluations, AngelouEconomics will help drive several quantitative assessment deliverables outlined in the RFP. While CivicSol will lead the project, managing day-to-day operations, stakeholder engagement, and plan development, our collaboration with AngelouEconomics ensures a team that combines deep expertise and talent for the benefit of the City of Prescott.

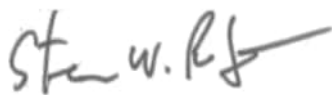
Our proposal outlines a strategy aimed at fostering local economic growth for Prescott's residents and businesses through business attraction and expansion, destination development, and the growth of the city's talent base. We envision that with an updated strategy, the city of Prescott and its partners can chart a resilient pathway for economic prosperity, ensuring sustainable quality of life for generations to come.

To support the City of Prescott economic development planning, our team has designed an approach closely aligned with the RFP, while remaining flexible to adjustments as the engagement evolves. Our plan includes evaluating Prescott's competitive assets, engaging a robust group of stakeholders, and offering a process for co-creating an economic development strategy and action plan that leverages the community's strengths and addresses its challenges. Additionally, our approach involves a comprehensive analysis of best practices from peer cities and other economic development departments to enhance Prescott's results-driven economic development approach.

We are enthusiastic about the opportunity to collaborate with the City of Prescott on this significant project and continue our work in the community. We are readily available to provide any further information or clarification you may require. Our team meets all the minimum requirements and possesses all the necessary insurance and licenses to practice in the State of Arizona. Our team also maintains credentials and memberships in the International Economic Development Council, Urban Land Institute, and other professional organizations. If selected, our firm will work with the City of Prescott to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney.

For the engagement, I will serve as the City's primary contact for questions and day-to-day management. Thank you for considering CivicSol and our partner, AngelouEconomics, as potential advisors for this important initiative. We look forward to the possibility of contributing to the continued success and growth of Prescott's economy in the years ahead.

Best regards,

A handwritten signature in black ink, appearing to read "Steven W. Pedigo".

Steven Pedigo
Partner, CivicSol
steven@civicsol.com
617/ 785-0807

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01 Project Understanding

The City of Prescott is seeking a consultant to lead a comprehensive Economic Development Strategic Plan (EDSP).

As with many cities, developing a forward-looking EDSP is imperative to provide economic opportunities for their residents, attract investment that aligns with the region's existing and aspirational industries, and improve the overall quality of life. For Prescott to continue to attract and retain its residents, businesses, and visitors alike, it will need an EDSP that is both forward-looking while maintaining the cultural and historical assets that attracted people and investment originally.

With more than 35 years of experience, CivicSol and our partner AngelouEconomics have worked with communities across the U.S. and Arizona, bringing a wealth of experience and expertise in economic development, research, strategic planning, and implementation. As we work collaboratively to reimagine and refresh Prescott's economic development strategy – to become a premier destination for business investment, skilled talent, and visitors – we will seek to achieve the following goals (as outlined in the RFQ):

1. Evaluate and compare Prescott's economic and destination development assets and opportunities, including demographics, workforce, economy, housing, incentives, education, infrastructure, real estate, and more, to regional peers and competitors.
2. Assess the performance and opportunity of Prescott's industry clusters, including the city's retail sector, to inform business attraction/retention strategies, small business support, and policy development (including incentives and improvement to the business climate).
3. Compare Prescott's economic development staffing structure, policies, and incentives to peer cities, and in doing so uncover best practices to enhance Prescott's results-driven economic development approach.
4. Engage diverse community partners, business leaders, and policymakers to inform the strategic plan and generate buy-in.
5. Develop an action-driven economic development strategy and implementation plan to guide development efforts; the plan should include resourcing, evaluation metrics, and highlights.

Importantly, our experience with similar communities across the U.S. and Arizona, as well as our experience recently guiding the Prescott Chamber of Commerce's efforts to support a regional plan for the Quad Cities region will help inform engagement with the City of Prescott.

People are important to Prescott's future. Approximately, 46,800 people call Prescott home (up 7% in the past five years) and have benefited from the high quality of life and economic opportunities cultivated by the city. While Prescott's median age (58.6) is older than the U.S. average, there's a growing number of young professionals who have decided to call the city home but are battling the growing affordability challenges of the area. Our job throughout this project will be to understand how the Prescott community has evolved, what their needs are, and how to best empower the Prescott city officials to continue serving them.

Industry clusters are crucial to Prescott's overall economic health. Our responsibility is to understand how Prescott's industries – healthcare, mining, hospitality/tourism, retail, manufacturing, business services, and distribution – will perform in the future and what resources are needed to catalyze growth and support entrepreneurial and small activities too.

Local talent development is vital. Prescott's workforce strategies should be shaped by private-sector requirements and synchronized with employment opportunities in the sector, as well as trends in the Quad Cities region. Prescott is home to a growing student population in Prescott College, Yavapai College, and Embry-Riddle Aeronautical University; the city's future is contingent upon holding on much of this talent to ensure its talent pipelines are robust. Simply put, economic development today is intricately linked to talent attraction and retention and must be an essential element of any economic development strategy.

Deliberate planning is essential. That is why Prescott must incorporate an action plan outlining essential resources, strategic partnerships, assigned responsibilities, and evaluation metrics. A strong approach to economic development planning will evaluate best practices across the county to inform economic development staffing, policies, and incentives.

The competitive edge of communities like Prescott lies in the quality of their environment. Prescott's natural beauty serves as a magnet for those seeking outdoor activities. Beyond the allure of outdoor adventures, Yavapai County boasts a rich cultural scene and a festive reputation as "Arizona's Christmas City," making it an appealing destination for both visitors and potential residents. Simply put, economic development today is destination development. Prioritizing placemaking strategies, enhancing distinctive tourism assets, and tackling challenges like affordable housing should be the focal points

02 Scope of Work

To build out Prescott's next-generation economic development plan, we have designed an approach that is forward-looking, data-driven, and engagement-focused.



PHASE 1: KICK-OFF AND PROJECT PLANNING

Phase 1 will set the tone for the project as we collaborate and align with the Prescott Economic Development Office (EDO) staff and city leadership on meeting cadence, research, and engagement design. We will review relevant documents to best understand the city's current position. Phase 1 will consist of four elements.

1.1: CLIENT KICK-OFF MEETING

First, our team will conduct a kick-off meeting with the city and EDO leadership teams to refine the project's scope, including project milestones, key goals, and deliverables. Part of this will also be to establish a regular bi-weekly meeting cadence for updates

1.2: INFORMATION REVIEW

Second, our project team will conduct an environmental scan by reviewing all previous and ongoing economic development studies, strategies, and programs. This includes the private development summary, Prescott General Plan 2015, Prescott General Plan 2025 progress reports and drafts, PrescottBusiness.com website, and other economic development strategies and reports made available. This research will serve as the foundation for internal discovery and assessment with staff, partners, and community stakeholders.

1.3: STEERING COMMITTEE MEETING

Third, we will collaborate with the city leadership to develop and convene a Steering Committee that reflects the makeup of the Prescott business community, its residents, and economic development partners/stakeholders. Forming a Steering Committee is essential to ensuring that the engagement reflects the priorities of key stakeholders and implementers in the community. We will host this first meeting virtually.

1.4: RESEARCH AND ENGAGEMENT PLAN

Fourth, in consultation with Prescott EDO staff and city leadership, the team will finalize a research plan and a list of stakeholders. The research and engagement plan will be a more refined version of this proposal, incorporating feedback from the initial kick-off meeting. It will list key milestones, research methodology, and stakeholders that should be engaged throughout the process.

PHASE 2: COMMUNITY, ECONOMIC AND ORGANIZATIONAL ASSESSMENT

Phase 2 encompasses the research our team will conduct to understand Prescott's competitive advantage: how it stacks up compared to its peers, how its economy and clusters are evolving; how its retail sector is performing, and what tools, organizational structures other cities and EDOs have promoted economic growth. Phase two will consist of five elements.

2.1: COMPETITIVE BENCHMARKING ANALYSIS

First, the Competitive Benchmarking Analysis synthesizes the demographic and economic trends impacting Prescott. Importantly, it will include a detailed benchmarking analysis that compares Prescott to eight peer counties, as well as the state of Arizona, and the U.S., to determine how the County's growth compares to its peers. This will allow our team to analyze Prescott compared to its peer set, the region, the state, and the nation in quartiles. This part of the research will include data for 50+ metrics and group them into six categories: Economic Vitality, Talent, Diversity, Quality of Place, Innovation, and Equity.

2.2: INDUSTRY CLUSTER EVALUATION

Next, we will develop a Target Sector Cluster Evaluation. Our team has extensive experience in creating detailed industrial and occupational cluster evaluations for communities of all sizes. The Target Sector Cluster Analysis will summarize Prescott's industry clusters, both emerging and retracting, and build upon the existing foundational cluster analysis work. The analysis will employ customized industry definitions to precisely measure Prescott's target cluster concentrations (e.g., business services, tourism, aviation, logistics, manufacturing, etc.). Our team will collaborate closely with the Prescott EDO staff to ensure that the cluster definitions are clear and can guide future business development efforts. This analysis forms the essential foundation for supporting all future business expansion and attraction efforts, foreign direct investment, and incentives. It also helps shape a narrative that resonates with new enterprises, site-selectors, and talent.

The Target Sector Cluster Analysis will specifically focus on traded clusters (as opposed to local ones) since they tend to have higher wages and higher levels of innovation, in addition to being more resilient and durable. We will ensure that the work aligns with the regional sector analysis developed to support the Prescott Chamber of Commerce's Quad Cities Regional Economic Development Strategy.

2.3: RETAIL OPPORTUNITY ASSESSMENT

Third, our team will conduct a business diversification analysis focused on retail opportunities in Prescott, given that retail is a critically important foundation for the City's destination development. This will include evaluating opportunities for local businesses to expand their offerings and enhance the economic vitality of the community. The analysis will consider the diversity of retail services and products to meet the needs of residents while contributing to overall economic development. Components include: (1) **Current Retail Landscape:** Assess the retail environment in the community, including the types of retail businesses, their offerings, and market saturation; (2) **Consumer Behavior Analysis:** Understand the preferences and behaviors of local consumers. This includes their shopping habits, preferences for local products, and demand for specific types of retail experiences; (3) **Market Demands and Trends:** Analyze market trends and emerging demands in the community. Consider factors such as changing demographics, lifestyle preferences, and evolving consumer expectations; (4) **Identification of Diversification Opportunities:** Explore potential areas for diversification within the retail sector. This could include introducing new product categories, services, or retail formats; and (5) **Retail Mix Optimization:** Optimize the mix of retail businesses to create a diverse and complementary environment.

2.4: PRESCOTT ECONOMIC DEVELOPMENT ORGANIZATIONAL AND POLICY ASSESSMENT

Fourth, our team will conduct an organizational assessment, comparing the Prescott Economic Development Office and Tourism to four peer EDO offices across the state of Arizona. Through an extensive strategy and policy review, along with interviews with organizational leadership, we will explore several areas: (1) **Roles and Responsibilities:** We will conduct a detailed assessment of the Prescott EDO's roles and responsibilities, mapping them against industry best practices. This will involve a thorough examination of the department's current mandates, activities, and strategic objectives; (2) **Organizational Structure and Resources:** Our team will assess Prescott's economic development organizational structure and resources. We will compare these aspects with those of other EDOs to identify potential areas for optimization; and (3) **Economic Development Tools and Policies:** We will develop a comparative review of the economic development tools and incentives employed by the Prescott EDO and others. This will include business recruitment and expansion efforts, incentives, marketing and communications tactics, and regional/partnership development.

2.5: SUMMARY DECK AND PRESENTATION OF RESEARCH FINDINGS

Fifth, our team will present to city leadership and the Steering Committee the key insights from this phase. It's important to note that at this point of the project, these insights will not be prescriptive or strategy-leaning. While opportunities may arise to address certain weaknesses/threats or take advantage of Prescott's strengths, our team is committed to engaging with stakeholders before providing any preliminary recommendation.

PHASE 3: STAKEHOLDER ENGAGEMENT

We believe that intentional stakeholder engagement is necessary for an effective economic development plan. It gives our team an opportunity to raise awareness for the project; to hear from key partners about the strengths or weaknesses they encounter, as well as opportunities for improvement; to refine the narrative emerging from the data; and engage other leaders who may be necessary to implement the final plan. Our goal for each of the detailed engagements below is to create an environment for substantive and authentic conversations. If necessary, we make any necessary adjustments to this plan during our project kick-off phase. Phase 3 is comprised of five elements:

3.1: ROUNDTABLE DISCUSSIONS

First, our team will work with Prescott EDO staff and city leadership team to perform targeted outreach to craft stakeholder groups for up to eight one-hour roundtable discussions. The makeup of each roundtable may vary, depending on the insights derived from Phase 2. With each group, we will address the interconnected issues of quality of place, entrepreneurship, cluster development, downtown development, talent attraction/retention, real estate development, and more. Ultimately, these roundtables will be used to provide nuanced context on the state of Prescott, the challenges stakeholders face, and the opportunities the community can pursue. Our team plans to facilitate the roundtable discussions in person.

3.2: ONE-ON-ONE INTERVIEWS

Second, our team will also collaborate with city leadership to identify key leaders in the community and facilitate up to fifteen 30-minute one-on-one interviews. These stakeholders should include elected officials, city leadership, and business leadership who can give us a nuanced and informed perspective. These interviews are incredibly valuable to our stakeholder engagement process, especially if there are sensitive topics and/or complex processes that necessitate a focused conversation. Insights from these interviews may help guide specific strategic tactics, inform on narrative framing, and overall help garner buy-in for the final strategy. To ensure participation, we will provide both in-person and virtual options for participants.

3.3: COMMUNITY AND BUSINESS SURVEY

Third, our team will conduct a Community and Business Survey. Garnering perspective from the general public can be a complex and resource-intensive process, which is why our team believes that a survey is both the most efficient and most equitable approach. An online

survey that is accessible via a computer or mobile phone allows for our team to easily distribute the survey to the greatest number of Prescott community and business members. Our team has conducted dozens of community and business surveys. The design of the survey will be dependent on the work-to-date, as some stakeholder groups may not be adequately represented in the previously conducted roundtable discussions or one-on-one interviews.

3.4: VISIONING STRATEGIC WORKSHOP

Fourth, our team will convene with the Prescott city leadership and Steering Committee members to facilitate an in-person visioning strategic workshop. We believe that the development of the final strategy is iterative. Initiating the visioning process in this phase enables our team to establish a shared understanding of the priorities for the future. During this workshop, we will focus on the vision and community values that the strategy will be built upon. Using tools like Menti and dedicated breakout groups with prompts, we will be able to foster an open and engaging conversation about the future vision of Prescott. We will also facilitate conversations around the emerging priorities that our team has identified in the quantitative research and roundtable discussions.

3.5: SUMMARY OF STAKEHOLDER ENGAGEMENT FINDINGS

Fourth, our team will provide a deck summary of all stakeholder engagement conducted. This summary will give high-level insights from each subtask in this Phase. If desired, our team will virtually present the insights from Phase 3 to Prescott EDO staff and Steering Committee.

PHASE 4: STRATEGIC PLAN DEVELOPMENT AND IMPLEMENTATION

As we delve into strategy development, our team draws insights from Phases 1-3, forming the foundation for drafting the initial strategic framework for Prescott's Economic Development Strategic Plan. Phase 4 comprises several key elements.

4.1: DRAFT STRATEGIC FRAMEWORK

First, our team will create a draft strategic framework, presented as a deck, aiming to: (1) Define the overall vision of the strategy; (2) Provide an interwoven narrative on the City, informed Phases 2 and 3; and (3) Establish goals and supporting strategies. Past projects have demonstrated that establishing this framework enhances collaboration and project efficiency. We will conduct the necessary meetings with city leadership to finalize the framework before implementation. Additionally, we plan to present the framework to a working session of the Prescott City Council, ideally in person, fostering a discussion among policymakers.

4.2: IMPLEMENTATION PLAN AND WORKSHOP

Next, our team will facilitate a virtual implementation workshop with Prescott EDO staff. During this session, we will present a multi-phase implementation plan that includes milestones for evaluation, metrics, and KPIs to track progress, along with resources (e.g.,

staffing) essential for strategic implementation. We will also incorporate best practices from other EDOs into this plan. Input at this stage is crucial to ensure both the Strategic Plan and Implementation Plan are actionable, measurable, feasible, and sustainable. The working session's objective is to refine tactical actions, identify potential weaknesses or misconceptions, and align on a path forward. Key components to identify and align on for the implementation plan include:

- Timeline and milestones
- Metrics and KPIs to track progress
- City partners and responsibilities necessary for implementation (such as Northern Arizona Council of Governments (NACOG), Small Business Development Center (SBDC), Chamber of Commerce, Northern Arizona SCORE, etc.)
- Budget and resources required

4.3: ECONOMIC DEVELOPMENT STRATEGIC PLAN

Third, our team will draft Prescott's Economic Development Strategic Plan, incorporating feedback on the framework and implementation plan. Grounded in foundational research, this plan will communicate a market positioning resonating with community stakeholders, industry partners, site selectors, and the future workforce. The document will broadly:

- Communicate the long-term vision, mission, and values of Prescott
- Provide goals, strategies, and tactical action steps supporting Prescott's growth and encouraging city-wide collaboration
- Identify key industries, including emerging ones, with high potential for creating opportunities in Prescott
- Offer a compelling value proposition for business attraction, retention, and expansion aligned with development targets and target industries
- Provide strategic direction for organizing Prescott EDO department makeup, incentives, and policy
- Identify retail and tourism investment opportunities to enhance residents' quality of life
- Offer opportunities for promoting small businesses and entrepreneurship

Once we have a draft in place, our team will conduct the necessary meetings with Prescott EDO staff to gather feedback and refine the final plan. After incorporating all feedback into the strategy and implementation plan, we will collaborate with the Prescott EDO team to support the graphic design of the final Economic Development Strategic Plan, including an accessible executive summary and presentation deck.

4.4: PRESENTATION OF ECONOMIC DEVELOPMENT STRATEGIC PLAN

To conclude the project, our team will present the final strategy and implementation plan to the Prescott City Council, city leadership, EDO staff, Steering Committee, and community partners. This final presentation is an excellent opportunity to educate stakeholders and garner buy-in and excitement about the forthcoming strategy.

03 Our Partnership and Team

We'll bring together our expertise in economic development, stakeholder engagement, and strategy to help you chart a more prosperous future for Prescott.

OUR PARTNERSHIP

Harnessing our expertise in economic development, stakeholder engagement, and strategy, **CivicSol** empowers communities to carve out a more prosperous future for Prescott. With decades of hands-on experience in strategic development and civic management, CivicSol redefines economic development, fostering resilience, innovation, and inclusivity. Based in Austin, Texas, our cross-sector expertise and commitment to value-driven public-private partnerships make us a driving force in building successful economies. Our advising practice spans four key areas:

Infrastructure: Viewing infrastructure investments as economic opportunities, we align them with communities' deepest-held values.

Workforce Development: We create career pathways that elevate local talent, promoting upward mobility for workers and adding value for employers.

Economic Development: Guiding stakeholders in developing growth visions that are results-driven, measurable, and sustainable.

Climate Change: Integrating climate change preparedness into every aspect of economic planning and infrastructure development

For 28 years, **AngelouEconomics**, our engagement partner, has executed over 1,000 projects, collaborating with entities ranging from towns to major corporations. We are committed to guiding clients in creating globally competitive economies, utilizing a dynamic and evolving process. Our approach, encapsulated by principles such as AE Lab, Best Practices, Versatility, Continual Support, and Community Focus, ensures innovative and tailored solutions for economic development and site selection”:

AE Lab: Our internal laboratory fosters innovation, providing a space for breakthrough ideas and continuous improvement.

Best Practices: Adapting to a changing world, we continually review and incorporate best practices to stay ahead.

Versatility: Bringing a team of professionals with a range of expertise to every project.

Continual Support: Beyond project completion, AngelouEconomics provides ongoing support, recognizing that the job isn't finished when the project concludes.

Community Focus: Emphasizing the value of consensus building, we engage stakeholders and the public to ensure project success by incorporating essential insights and support

MEET THE TEAM

We've brought together a team of top strategists, researchers, and economists to guide city leadership in formulating Prescott's next-generation economic development strategy. For this project, our team will consist of five main principals: Steven Pedigo (CivicSol Partner and Project Manager); Laura Huffman (CivicSol Partner); Matt Patton (Vice President, AngelouEconomics); Angelos Angelou (CEO, AngelouEconomics); and Marshall McDaniel (Research Director, AngelouEconomics). Our team meets all the minimum requirements and possesses all the necessary insurance and licenses to practice in the State of Arizona. Our team also maintains credentials and memberships in the International Economic Development Council, Urban Land Institute, and other professional organizations.

STEVEN PEDIGO | Project Manager, Strategy and Implementation, and Community Engagement

Steven Pedigo is an educator, thought leader, and expert in economic development and sector-led workforce strategies. He advises leaders of cities, universities, private-sector organizations, and nonprofits aiming to enhance their communities and institutions creatively, innovatively, and inclusively. Over the past two decades, he has crafted economic development strategies for diverse cities, including New York, Jerusalem, Vancouver, Denver, Dallas, Washington, D.C., Brisbane, the Yukon, Tulsa, Austin, Portland, Newark, San Diego-Tijuana, Miami, São Paulo, Monterrey, and Mexico City. Additionally, he has collaborated with corporate clients such as Audi, BMW, Cirque du Soleil, Converse, EDENS, Kraft, Philips, Pinewood Studios, Starwood Hotels, and Zappos.

As an educational entrepreneur, Pedigo founded two university research, policy, and engagement centers: the LBJ Urban Lab at the University of Texas at Austin and the Urban Lab at New York University. He also played a key role in reimagining the engagement and advising platform for the Initiative for Competitive Inner City (ICIC), the country's leading voice for under-resourced communities. Pedigo has served in various economic development roles, including being the founding vice president of Greater Portland, Inc. He began his career in economic development as the director of research for the Greater Washington Initiative. Pedigo holds a bachelor's degree from The University of Texas at Austin and graduate degrees from the Heinz College of Information Systems and Public Policy at Carnegie Mellon University and the University of Illinois at Urbana-Champaign.

LAURA HUFFMAN | Strategy and Implementation and Community Engagement

Laura Huffman is a dedicated public servant with over 25 years of experience in both public and private sectors, devoted to enhancing and fortifying communities. As the CEO and co-founder of Civic Solutions Partnership, she serves as the chair of the Austin Area Research Organization (AARO) Transportation Committee. Her focus on strategic development and practical solutions is evident in her role leading infrastructure workforce development for Workforce Solutions, ensuring that the economic and workforce opportunities associated with Austin's historic investment in infrastructure are captured. She is also assisting Interim City Manager Jesus Garza as part of his interim management team.

As the former CEO of the Greater Austin Chamber of Commerce, Huffman steered one of the nation's fastest-growing communities through the challenges of a global pandemic and the largest economic expansion in its modern history. Laura's impactful leadership extends to her role as the Executive Director for The Nature Conservancy in Texas, where she orchestrated and led TNC's global cities program, safeguarded tens of thousands of acres of land, and championed policies that improved water quality, enhanced water supplies, and mitigated air pollution and greenhouse gas emissions. With almost two decades in city management, Laura excelled in overseeing economic development, downtown revitalization, environmental protection, infrastructure development, and public safety services in Austin and San Marcos.

DR. MATT PATTON | Research Project Manager and Discovery

Dr. Matt Patton oversees the day-to-day operations of AngelouEconomics. He works with the CEO to coordinate short- and long-term growth strategies, utilizing 15+ years' quantitative, qualitative, and mixed methods research experience. With seven years of project, program, and community leadership experience, Matt was previously faculty in the University Honors Program and Department of Geography and Geology at the University of Nebraska at Omaha, specializing in service learning. Before that, he was a researcher and project coordinator at the University of Nebraska-Lincoln.

Matt is an experienced grant writer in both the public and private sectors, focusing on regional aspects of economic development and GIS analysis. His academic contributions include fifty invited talks, conference presentations, and publications. He earned his Doctor of Philosophy in Geography at Texas State University, his Master of Science in Geographic Information Sciences from Central Michigan University, and his Bachelor of Arts in History and Political Science from Ashland University (OH). Matt blends each of these experiences to gain a holistic understanding of the economics of various regions both domestically and internationally.

ANGELOS ANGELOU | Strategy

Angelos Angelou is the Founder & CEO of AngelouEconomics, a leading US and international consulting company specializing in strategic economic development and site selection. Angelos is also the founder and CEO of the International Accelerator, an Austin, TX, USA-based startup accelerator that focuses exclusively on foreign-born entrepreneurs helping launch their startups in the US.

AngelouEconomics has delivered exceptional results for an impressive list of US and worldwide public and private clients, securing \$26B in capital investment projects, conducting 250+ economic impact studies, and developing 650+ economic development strategies.. Prior to starting AngelouEconomics, Angelos spent nearly 12 years with the Austin Chamber of Commerce as VP of Economic Development and Chief Economist, handling the recruitment of 800+ technology companies (e.g. IBM, Apple, Samsung, Motorola, AMD, Cypress Semiconductor, Applied Materials, Tokyo Electron, and Sematech) and sited over \$26B in capital investment projects.

MARSHALL MCDANIEL | Research and Discovery

Marshall McDaniel is the Director of Research for AngelouEconomics. As AE's Director of Research and Senior Analyst, he leads efforts to better understand the economic realities and potential of client communities. Marshall brings together the varied expertise of team members to design salient strategic plans that allow clients to achieve their goals. Committed to air-tight analysis and understanding client goals and objectives, Marshall's expertise in economic development planning builds a base of support for economic development. He has designed models for dozens of economic impact studies, including ACL, F1, Lollapalooza, Mass General Brigham, Nascar, Southwest Medical Corridor, and many other events and festivals. Additionally, he has built custom models for target industry analyses in Cedar Rapids, Iowa, and Buda, Texas. Marshall is a graduate of the University of Nebraska-Lincoln, where he received his bachelor's degree in finance through the Investment-CFA track. He is responsible for all analysis and coordinating research for current projects at AngelouEconomics.

04 Case Studies and References

REGIONAL ECONOMIC DEVELOPMENT STRATEGY

Prescott Chamber of Commerce | Prescott, AZ

Darla Deville, Chairwoman, Prescott Chamber of Commerce and Public Affairs Manager, APS
928-499-9135, darla.deville@aps.com

As a dynamic community in Arizona, with access to a highly skilled labor force and an outstanding quality of life, Prescott and Yavapai County are uniquely positioned to reimagine their economic and destination development strategy. To support the region's economic development planning, CivicSol delivered a strategic planning approach that evaluated Prescott and Yavapai County's competitive assets, engaged a robust group of stakeholders, and offered a process for co-creating a regional economic development strategy. CivicSol delivered a competitive assessment that synthesized the demographic and economic trends impacting Prescott and Yavapai County. We also engaged more than 125 stakeholders in roundtable discussions, one-on-one interviews, and a visioning workshop to ensure diverse voices were engaged in the process. The engagement resulted in the Quad Cities' first-ever regional economic development strategy and action plan.

CITY ECONOMIC DEVELOPMENT STRATEGY

Office of Economic Initiatives | Tucson, AZ

Barbra Coffee, Director of Economic Initiatives, City of Tucson
520-433-1190, Barbra.Coffee@tucsonaz.gov

CivicSol partner Steven Pedigo collaborated with the City of Tucson's Office of Economic Initiatives to develop a comprehensive five-year economic development strategy and implementation plan. This initiative was formulated over a three-month period, involving meticulous cluster analysis and community consultation. The strategy underscores the city's commitment to fostering innovation and entrepreneurship, with a specific focus on retaining University of Arizona graduates. The strategy also emphasizes collaborative efforts with Pima Community College and industry stakeholders to cultivate talent pipelines, particularly in aerospace/defense and optics. This forward-thinking approach positions the city to capitalize on emerging opportunities and solidify its standing as a hub for innovation and economic growth.

WORKFORCE STRATEGY AND LONG-RANGE FORECAST

Workforce Solutions Capital Area | Austin, TX

Tamara Atkinson, Chief Executive Officer, Workforce Solutions Capital Area
512-597-7104, tamara.atkinson@wfscapitalarea.com

With over \$25 billion being invested in infrastructure projects ranging from Project Connect, a comprehensive rail and mobility program, to the expansion of the airport, Austin has a unique

opportunity to create not only family-supporting jobs and sustainable career pathways but also wealth-creation opportunities, all the while enhancing regional mobility. To capitalize on this moment, we provided guidance to Workforce Solutions (WFS) in the development of a strategic action plan. In support of this initiative, our team formulated a 20-year long-range occupational forecast, directly tied to the regional infrastructure investments within the greater Austin area. We collaborated closely with WFS to establish its Workforce Mobility Industry Sector Partnership, recognized as a national best practice by the Brookings Institution and U.S. Department of Transportation. The culmination of our research has resulted in a comprehensive regional strategic action plan, empowering WFS to spearhead the maximization of this rare generational investment opportunity.

ORGANIZATIONAL REDESIGN: ECONOMIC DEV., PLANNING, AND PUBLIC SAFETY

Office of City Manager | Austin, TX

Jesús Garza, Interim City Manager, City of Austin

512-415-9933, jesus.garza@austintexas.gov

CivicSol conducted an assessment of the organizational health and proposed relevant initiatives to support the interim executive leadership at the City. Our focus was on creating frameworks that would provide a comprehensive understanding of the pressing issues faced by the City of Austin, such as economic development, affordability, homelessness, public safety, climate concerns, and emergency response. This involved a strategic redesign of the organizational structure to ensure that the identified problems were addressed effectively through clear problem statements, defined accountabilities, and appropriate strategies. Our efforts also encompassed a thorough evaluation of the existing organizational structures, reporting hierarchies, program alignments, and staffing requirements necessary to achieve the desired outcomes. Furthermore, we established streamlined processes for tracking and updating projects for the City Manager, Mayor, and Council, as well as for the benefit of the wider community and media.

ECONOMIC DEVELOPMENT INVESTMENT STRATEGY

Invest Kemmerer-Diamondville | Kemmerer, WY

Brian Muir, City Administrator, City of Kemmerer

307-828-4061, bmuir@kemmerer.org

AngelouEconomics was involved in a comprehensive two-year engagement with city, county, and state leadership to diversify the local and regional economy within the energy sector. The economic development efforts helped result in TerraPower selecting Kemmerer as the recipient of its nuclear reactor project. AE worked with city leadership to secure advantageous financing for a new industrial park. We evaluated all industrial sites for marketing efforts to potential clients, built an economic development website, and evaluated potential companies (i.e., due diligence, company profiling, community fit). Working with city staff, we ensured all grant activity followed EDA requirements. AE hosted select potential companies on community and site visits.

05 Other Public Sector Clients

The following is a list of our current public sector clients at the time of the submission of this RFQ:

City of Austin, Texas

CivicSol is performing an assessment of the Department of Economic Development.

City of Beaumont , Texas

AngelouEconomics is supporting the creation of an economic development strategy and target sector analysis.

City of Buda, Texas

CivicSol and AngelouEconomics are developing an economic development strategy and implementation plan.

Galati County, Romania

AngelouEconomics is developing an economic development strategy

Workforce Solutions Capital Area

CivicSol is developing a strategy to support the creation of an infrastructure academy.

Empowering Civic Solutions that Work!

CONTACT

Civic Solutions Partnership
PO Box 27382
Austin, Texas, 78755
Civicsol.com
Info@Civicsol.com



Economic Development Strategic Plan

Proposal for Services



Photo Credit: The Killeen Daily Herald

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Mr. John Heiney
Community Outreach Director
City of Prescott
928-777-1460
john.heiney@prescott-az.gov

Dear Mr. Heiney:

I am delighted to present CivicSol's proposal to the City of Prescott to support the development of its Economic Development Strategic Plan in 2024. As a dynamic and vibrant community in Arizona, with access to a highly skilled labor force and an outstanding quality of life, Prescott is uniquely positioned to reimagine its economic and destination development strategy: to become the premier destination for business investment and skilled talent in Arizona.

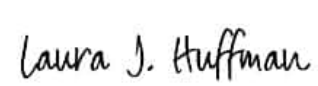
Headquartered in Austin, Texas, our team at CivicSol brings a wealth of experience and expertise in economic development, strategic planning, and implementation. With a track record of advising communities across the U.S. and Arizona, we are committed to guiding our clients toward an innovative and competitive approach to economic development. We bring deep experience and knowledge of Prescott and Arizona, having recently completed the Quad Cities Regional Economic Development Strategy for the Prescott Chamber of Commerce Foundation, as well as strategies for the cities of Scottsdale, Tucson, and Gilbert. With intimate knowledge of Prescott, we'll be able to ensure that we develop a strategy that is uniquely tailored for Prescott while ensuring compatibility with the other economic development efforts within the region and state.

Our proposal outlines a strategy aimed at fostering local economic growth for Prescott's residents and businesses through business attraction and expansion, destination development, and the growth of the city's talent base. We envision that with an updated strategy, the City of Prescott and its partners can chart a resilient pathway for economic prosperity, ensuring sustainable quality of life for generations to come.

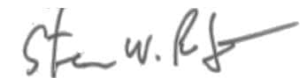
To support the City of Prescott economic development planning, our team has designed an approach closely aligned with the City's budget parameters, while remaining flexible to adjustments as the engagement evolves. Our plan includes identifying city strengths and opportunities by engaging a robust group of stakeholders and offering a process for co-creating an economic development strategy and action plan that leverages the community's strengths and addresses its challenges. We've outlined a few additional, optional research components that the city might consider to support the work too.

We are enthusiastic about the opportunity to collaborate with the City of Prescott on this significant project and continue our work in the community. We are readily available to provide any further information or clarification you may require. For the engagement, I will serve as the City's primary contact for questions and day-to-day management. Thank you for considering CivicSol as potential advisors for this important initiative. We look forward to the possibility of contributing to the continued success and growth of Prescott's economy in the years ahead.

Best regards,



Laura Huffman
Partner



Steven Pedigo
Partner

Project Understanding

The City of Prescott is seeking a consultant to lead a comprehensive Economic Development Strategic Plan (EDSP).

As with many cities, developing a forward-looking Economic Development Strategic Plan (EDSP) is imperative to provide economic opportunities for their residents, attract investment that aligns with the region's existing and aspirational industries, and improve the overall quality of life. For Prescott to continue to attract and retain its residents, businesses, and visitors alike, it will need an EDSP that is both forward-looking while maintaining the cultural and historical assets that originally attracted people and investment.

With more than three decades of experience, CivicSol has worked with communities across the U.S. and Arizona, bringing a wealth of experience and expertise in economic development, research, strategic planning, and implementation. As we work collaboratively to reimagine and refresh Prescott's economic development strategy – aiming to become a premier destination for business investment, skilled talent, and visitors – we will seek to achieve the following goals (as outlined in the RFQ):

1. Identify Prescott's strengths, weaknesses, and opportunities that will be essential for developing the City's economic development strategy.
2. Engage diverse community partners, business leaders, and policymakers to inform the strategic plan and generate buy-in.
3. Develop an action-driven economic development strategy and implementation plan to guide development efforts; the plan should include resourcing, evaluation metrics, and highlights.

Key Considerations:

People are important to Prescott's future.

Approximately, 46,800 people call Prescott home (up 7% in the past five years) and have benefited from the high quality of life and economic opportunities cultivated by the city.

Local talent development is vital. Prescott's workforce strategies should be shaped by private-sector requirements and synchronized with employment opportunities in the sector, as well as trends in the Quad Cities region

Deliberate planning is essential. That is why Prescott must incorporate an action plan outlining essential resources, strategic partnerships, assigned responsibilities, and evaluation metrics.

The competitive edge of communities like Prescott lies in the quality of their environment. Prescott's natural beauty serves as a magnet for those seeking outdoor activities. Beyond the allure of outdoor adventures, Yavapai County also boasts a rich cultural scene.

The Approach

To build out Prescott's next-generation economic development plan, we have designed an approach that is forward-looking and engagement-focused.

01.
**PROJECT
KICK-OFF**

June 2024

02.
**STAKEHOLDER
ENGAGEMENT**

June-
September 2024

03.
**STRATEGIC PLAN
DEVELOPMENT AND
IMPLEMENTATION**

September-
October 2024

01. PROJECT KICK-OFF

June 2024

Phase 1 will consist of four elements.

1.1: CLIENT KICK-OFF MEETING

First, our team will conduct a kick-off meeting with the city and EDO leadership teams to refine the project's scope, including project milestones, key goals, and deliverables. Part of this will also be to establish a regular bi-weekly meeting cadence for updates

1.2: INFORMATION REVIEW

Second, our project team will conduct an environmental scan by reviewing all previous and ongoing economic development studies, strategies, and programs. This includes the private development summary, Prescott General Plan 2015, Prescott General Plan 2025 progress reports and drafts, PrescottBusiness.com website, and other economic development strategies and reports made available. This research will serve as the foundation for internal discovery and assessment with staff, partners, and community stakeholders.

1.3: STEERING COMMITTEE MEETING

Third, we will collaborate with the city leadership to develop and convene a Steering Committee that reflects the makeup of the Prescott business community, its residents, and economic development partners/stakeholders. Forming a Steering Committee is essential to ensuring that the engagement reflects the priorities of key stakeholders and implementers in the community. We will host this first meeting virtually.

1.4: ENGAGEMENT PLAN

Fourth, in consultation with Prescott EDO staff and city leadership, the team will finalize a research plan and a list of stakeholders. The research and engagement plan will be a more refined version of this proposal, incorporating feedback from the initial kick-off meeting. It will list key milestones, research methodology, and stakeholders that should be engaged throughout the process.

02. STAKEHOLDER ENGAGEMENT

June-September 2024

We believe that intentional stakeholder engagement is necessary for an effective economic development plan. Phase 2 comprises four elements:

2.1: ROUNDTABLE DISCUSSIONS

First, our team will work with the Prescott EDO staff to perform targeted outreach and craft stakeholder groups for up to eight one-hour, in-person roundtable discussions. The makeup of each roundtable may vary, depending on the insights derived from engagement with the steering committee and policy review in Phase 1. With each group, we will address interconnected issues such as quality of place, entrepreneurship, cluster development, downtown development, talent attraction/retention, and real estate development. Ultimately, these roundtables will provide nuanced context on the state of Prescott, the challenges stakeholders face, and the opportunities the community can pursue. Our team plans to facilitate the roundtable discussions in person.

2.2: ONE-ON-ONE INTERVIEWS

Second, our team will collaborate with Prescott EDO staff to identify key leaders in Prescott and facilitate up to fifteen 30-minute, one-on-one interviews. These stakeholders should include elected officials, city leadership, and business leaders who can provide us with a nuanced and informed perspective. For scheduling ease, we will conduct these interviews via Zoom or by phone.

2.3: VISIONING STRATEGIC WORKSHOP

Fourth, our team will convene with the Prescott city leadership and Steering Committee members to facilitate an in-person visioning strategic workshop. We believe that developing the final strategy is iterative. Initiating the visioning process in this phase allows our team to establish a shared understanding of the priorities for the future. During this workshop, we will focus on the vision, values, and goals that the economic development strategy will be built upon. We will also facilitate conversations around the emerging priorities identified in the quantitative research and roundtable discussions.

2.4: SUMMARY OF STAKEHOLDER ENGAGEMENT FINDINGS

Fifth, our team will provide a summary deck of all stakeholder engagement conducted. This summary will offer high-level insights from each subtask in this Phase.

03. STRATEGIC PLAN DEVELOPMENT AND IMPLEMENTATION

September-October 2024

As we delve into strategy development, our team draws insights from Phases 1-2, forming the foundation for drafting the initial strategic framework for Prescott's Economic Development Strategic Plan. Phase 3 comprises several key elements.

3.1: DRAFT STRATEGIC FRAMEWORK

First, our team will create a draft strategic framework, presented as a deck, aiming to: (1) Define the overall vision of the strategy; (2) Provide an interwoven narrative on the City, informed Phases 1 and 2; and (3) Establish goals and supporting strategies. Past projects have demonstrated that establishing this framework enhances collaboration and project efficiency. We will conduct the necessary meetings with city leadership to finalize the framework before implementation. Additionally, we plan to present the framework to a in-person working session of the Prescott City Council, ideally in person, fostering a discussion among policymakers.

3.2: IMPLEMENTATION PLAN AND WORKSHOP

Second, our team will facilitate a virtual implementation workshop with Prescott EDO staff to present a multi-phase implementation plan that includes milestones for evaluation, performance metrics, and KPIs to track progress, along with resources (e.g., budget, staffing) essential for strategic implementation. The working session's objective is to refine tactical actions and align on a path forward.

3.3: ECONOMIC DEVELOPMENT STRATEGIC PLAN

Third, our team will draft Prescott's Economic Development Strategic Plan, incorporating feedback on the framework and implementation plan. Grounded in foundational research, this plan will communicate a market positioning resonating with community stakeholders, industry partners, site selectors, and the future workforce. The document will broadly: (1) Communicate the long-term vision, mission, and values of Prescott; (2) Provide goals, strategies, and tactical action steps supporting Prescott's growth and encouraging city-wide collaboration; (3) Identify key industries, including emerging ones, with high potential for creating opportunities in Prescott; (4) Offer a compelling value proposition for business attraction, retention, and expansion aligned with development targets and target industries; (5) Provide strategic direction for organizing Prescott EDO department makeup, incentives, and policy; (6) Identify retail and tourism investment opportunities to enhance residents' quality of life; and (7) Offer opportunities for promoting small businesses and entrepreneurship. Once we have a draft in place, our team will conduct the necessary meetings with Prescott EDO staff to gather feedback and refine the final plan.

After incorporating all feedback into the strategy and implementation plan, we will collaborate with the Prescott EDO team to support the graphic design of the final Economic Development Strategic Plan, including an accessible executive summary and presentation deck.

Milestone Schedule

We've designed the engagement to **commence the week of May 27/ June 3** and **conclude the week of October 28**. The schedule can be adjusted as needed.

Phase #	Task	Week of
01	1.1: Client Kick-Off Meeting	May 27 or June 3
	1.2: Information Review	June 10
	1.3: Steering Committee Meeting	June 24
	1.4: Engagement Plan	June 17
02	2.1: Roundtable Discussions	June 24
	2.2: One-on-One Interviews	July 1 - July 31
	2.3: Visioning Strategic Workshop	June 24
	2.4: Summary of Stakeholder Engagement Findings	August 5
03	3.1: Draft Strategic Framework	September 9-September 22
	3.2: Implementation Plan and Workshop	September 30
	3.3: Economic Development Strategic Plan	September 3-October 25

Budget

The engagement is priced at \$70,000, plus travel expenses.

CivicSol proposes the following payment terms for the engagement:

- 50% upon signing of the agreement
- 25% upon the completion of Phase 2 deliverables
- 25% upon completion of the delivery of the Strategic Plan (Deliverable 3.3)

Firm Profile



With decades of hands-on experience in strategic development and civic management, **CivicSol** **redefines economic development**, helping communities become more resilient, innovative, inclusive, and better able to weather the challenges and seize the opportunities of the future.

Based in Austin, Texas, we bring deep cross-sector expertise to the table along with an approach grounded in the belief that value-driven, public-private partnerships are necessary for building successful economies and addressing the challenges inherent to the urban environment.

Our advising practice works across four practice areas to deliver strategy planning, policy analysis, program implementation/evaluation, change management, and more:

- ❑ **Infrastructure.** We believe that infrastructure investments can be economic opportunities in and of themselves, providing opportunities for communities to realize their deepest-held values.
- ❑ **Workforce Development.** Developing and retaining local talent is the ballgame. We create career pathways that spur upward mobility for workers and add value for employers.
- ❑ **Economic Development.** We help community stakeholders develop long-term visions for growth that are results-driven, measurable, and sustainable, locking in their existing competitive advantages while also creating new ones.
- ❑ **Climate Change.** We integrate climate change preparedness into every aspect of economic planning and infrastructure development.

Team Members

We've brought together a **team of top strategists, researchers, and economists** to guide CCEDC in formulating Copperas Cove's next-generation economic development strategy.

[Steven Pedigo](#) is an educator, thought leader, and expert in economic development and sector-led workforce strategies. He advises leaders of cities, universities, private-sector organizations, and nonprofits who are aiming to make their communities and institutions more creative, innovative, and inclusive. Over the past two decades, he has crafted economic development strategies for diverse cities, including New York, Jerusalem, Vancouver, Denver, Washington, D.C., the Yukon, Tulsa, Portland, Newark, San Diego-Tijuana, Miami, São Paulo, Monterrey, and Mexico City. His clients in Texas cities include Arlington, Austin, Buda, Boerne-Kendall County, Dallas, Houston, and Mesquite. He has also developed community engagement strategies for UT-Arlington, SFA, and UT-Permian Basin. Additionally, he has worked with various corporate clients such as Audi, BMW, Cirque du Soleil, Converse, EDENS, Kraft, Philips, Pinewood Studios, Starwood Hotels, and Zappos.

As an educational entrepreneur, Pedigo founded two university research, policy, and engagement centers: the LBJ Urban Lab at the University of Texas at Austin and the Urban Lab at New York University. He was also responsible for reimagining the engagement and advising platform for the Initiative for Competitive Inner City (ICIC), the country's leading voice for under-resourced communities. Pedigo has served in various economic development roles, including being the founding vice president of Greater Portland, Inc. He began his career in economic development as the director of research for the Greater Washington Initiative.

Pedigo holds a bachelor's degree from The University of Texas at Austin and graduate degrees from the Heinz College of Information Systems and Public Policy at Carnegie Mellon University and the University of Illinois at Urbana-Champaign. He is also a director for the Texas Lyceum.

[Laura Huffman](#) is a dedicated public servant with over 25 years of experience in both public and private sectors, devoted to enhancing and fortifying communities.

She is the CEO and co-founder of Civic Solutions Partnership and serves as the chair of the Austin Area Research Organization (AARO) Transportation Committee. Her focus on strategic development and practical solutions is evident in her role leading infrastructure workforce development for Workforce Solutions, to ensure the economic and workforce opportunities associated with Austin's historic investment in infrastructure are captured. She is also assisting Interim City Manager Jesus Garza as part of his interim management team.

As former CEO of the Greater Austin Chamber of Commerce, she steered one of the nation's fastest-growing communities through the challenges of a global pandemic and the largest economic expansion in its modern history.

Laura's impactful leadership extends to her role as the Executive Director for The Nature Conservancy in Texas, where she orchestrated and led TNC's global cities program, safeguarded tens of thousands of acres of land and championed policies that improved water quality, enhanced water supplies, and mitigated air pollution and greenhouse gas emissions. With almost two decades in city management, Laura excelled in overseeing economic development, downtown revitalization, environmental protection, infrastructure development, and public safety services in Austin and San Marcos.

Qualifications: Experience and References

REGIONAL ECONOMIC DEVELOPMENT STRATEGY

Prescott Chamber of Commerce | Prescott, AZ

Sheri L. Heiney, President and CEO

928-445-2000 ext. 115; sherl@prescott.org

October 2023 - March 2024

Ongoing Implementation Assistance

As a dynamic community in Arizona with access to a highly skilled labor force and an outstanding quality of life, Prescott and Yavapai County are uniquely positioned to reimagine their economic and destination development strategy. To support the region's economic development planning, CivicSol delivered a strategic planning approach that evaluated Prescott and Yavapai County's competitive assets, engaged a robust group of stakeholders, and offered a process for co-creating a regional economic development strategy. CivicSol provided a competitive assessment that synthesized the demographic and economic trends impacting Prescott and Yavapai County. We also engaged more than 125 stakeholders in roundtable discussions, one-on-one interviews, and a visioning workshop to ensure diverse voices were involved in the process.

The engagement resulted in the Quad Cities' first-ever regional economic development [strategy](#) and action plan. This plan has laid the foundation for the development of a regional economic development alliance; CivicSol is assisting in the development of that organization.

CITY ECONOMIC DEVELOPMENT STRATEGY

City of Mesquite Dept. of Economic Dev. | Mesquite, TX

Kim Buttram, Director

972-216-6340; kbuttram@cityofmesquite.com

May 2022 - October 2022

Mesquite, situated in the Dallas-Fort Worth (DFW) metroplex, is a city renowned for its combination of urban accessibility and small-town charm. Its strategic location near the urban core offers residents and visitors a range of outdoor activities and captivating attractions. In recent times, Mesquite has experienced a surge in development and business expansions, largely attributed to forward-looking investments in infrastructure, meticulous strategic planning, and an effective marketing strategy that highlights the city's diversity and family-friendly amenities.

To capitalize on this opportunity, CivicSol partner Steven Pedigo led an economic development planning process that assessed the city's strengths and opportunities, engaging over 200 stakeholders through various discussions, interviews, and workshops. This effort resulted in a 5-year economic development [strategy](#) and implementation plan. This plan has helped position Mesquite as one of the top 5 cities in the DFW metroplex for investment and set the stage for new partnerships and engagements.

Qualifications: Experience and References [Continued]

CITY ECONOMIC DEVELOPMENT STRATEGY

Lynchburg EDA | Lynchburg, VA

Marjette Upshur, Director

434-455-4492, marjette.upshur@lynchburgva.gov

June 2018 - December 2018

Revised in 2021 (Updated to reflect pandemic impacts)

Ongoing Implementation

Home to 81,000 residents, the City of Lynchburg is rapidly growing as Central Virginia's urban center for commerce and culture. It is an industrial community with robust assets in advanced manufacturing, metals and machinery, and food processing. More than 6,000 work in the manufacturing sector — 22% more than the U.S. average. It also hosts anchor institutions like the University of Lynchburg, Liberty University, and others. This project exemplifies our role in devising a fully integrated economic and workforce development strategy to draw residents and investment to the city, while constructing talent pipelines to fuel the regional economy. The [plan](#) was built upon competitive assessments of Lynchburg's economic sectors and occupational clusters and supported by robust community engagement. Our plan highlights strategies to engage these entities in Lynchburg's economic and workforce development initiatives. It was [revised](#) in 2021 to reflect the impacts of the COVID-19 pandemic

Over the past five years, CivicSol has helped to guide the strategy's implementation, including annual reviews of budget and staffing plans, along with monthly coaching sessions involving key city and EDA staff members.

INFRASTRUCTURE WORKFORCE STRATEGY

Workforce Solutions Capital Area | Austin, TX

Tamara Atkinson, Chief Executive Officer

512-597-7104, tamara.atkinson@wfscapitalarea.com

May 2023 - October 2023

With over \$25 billion being invested in infrastructure projects, Austin has a unique opportunity to create not only family-supporting jobs and sustainable career pathways but also wealth-creation opportunities, all the while enhancing regional mobility. To capitalize on this moment, CivicSol provided guidance to Workforce Solutions (WFS) in the development of a strategic action plan. In support of this initiative, our team formulated a 20-year long-range occupational forecast directly tied to the regional infrastructure investments within the greater Austin area. We also developed and administered an extensive survey of skill training programs, conducted stakeholder focus groups, and hosted a series of workshop sessions.

The culmination of our research has resulted in a comprehensive regional [strategic action plan](#), empowering WFS to spearhead the maximization of this rare generational investment opportunity. Recently, Mayor Watson and the Austin City Council announced support for the Austin Infrastructure Academy, a direct result of our work with WFS. In March 2024, the National Association of Workforce Boards awarded the initiative its ["Trailblazer Award."](#) recognizing it as the most innovative workforce program in the country.

Qualifications: Experience and References [Continued]

ORGANIZATIONAL REDESIGN: ECONOMIC DEVELOPMENT, PLANNING, AND PUBLIC SAFETY

Office of City Manager | Austin, TX

Jesús Garza, Interim City Manager

512-415-9933, jesus.garza@austintexas.gov

May 2023 -March 2024

CivicSol assessed the organizational health and proposed relevant initiatives to support the interim executive leadership at the City of Austin. Our focus was on creating frameworks that would provide a comprehensive understanding of the pressing issues faced by the city, such as economic development, affordability, homelessness, public safety, climate concerns, and emergency response. This involved strategically redesigning the organizational structure to ensure that the identified problems were addressed effectively through clear problem statements, defined accountabilities, and appropriate strategies. Our efforts also encompassed a thorough evaluation of the existing organizational structures, reporting hierarchies, program alignments, and staffing requirements necessary to achieve the desired outcomes.

Furthermore, we established streamlined processes for tracking and updating projects for the City Manager, Mayor, and Council, as well as for the benefit of the wider community and media. The work was informed by a survey of best practices from cities across the country, as well as extensive stakeholder engagement involving both roundtable discussions and one-on-one leadership interviews. While there is no public report available, CivicSol's work has been reflected in numerous announcements and the upcoming FY2024-2025 budget.



Contact

Steven Pedigo

Partner

(617) 785-0807

steven@civicsol.com





TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Airport
ITEM #: 9.D
SUBJECT: Approval of City Contract No. 2024-214 with Asphalt Paving & Supply, Inc. for the Strategic Academic Flight Education (SAFE) Complex Off-Site Drainage Improvements in the Amount of \$398,661.00. Funding is Available Through an ADOT Grant with a 10% Match.

ITEM SUMMARY

This item is to approve City Contract No. 2024-214 with Asphalt Paving and Supply, Inc. for the construction of the Strategic Academic Flight Education (SAFE) Complex Off-Site Drainage Improvements in the amount of \$398,661.00. The location of the project is shown on the attached vicinity map.

BACKGROUND

Embry-Riddle Aeronautical Education University is constructing a Strategic Academic Flight Education (SAFE) Complex. This will locate the training aircraft in a much safer and efficient location on the airfield. As part of the design and construction, it was necessary to redirect existing "Off-Sight" storm water flow away from the proposed development. On June 26, 2023, an ADOT Grant was awarded E3S3C01D for \$600,000 with a ten percent (10%) local match to fund this project.

Procurement

The invitation to bid was publicly notified on April 14, 2024 and April 21, 2024. On May 2, 2024, three bids were publicly opened.

<u>Company</u>	<u>Location</u>	<u>Bid Amount</u>
Asphalt Paving & Supply, Inc.	Prescott Valley, AZ	\$398,661.00
Falcone Bros & Associates, Inc	Tucson, AZ	\$455,310.00
B4 Enterprises, Inc.	Cedar City, UT	\$965,408.00
Engineer's Estimate		\$412,280.00

The City has received written confirmation from Asphalt Paving & Supply, Inc. Verification of license, bonding, references, and past performance of previous municipal projects have been verified and determined satisfactory. Based on this information, the bid is deemed responsive and responsible.

Award of the low bid in the amount of \$398,661.00 is recommended.

The City's standard construction contract will be used for this project.

Project Schedule

Per the contract, all work must be substantially complete within 60 calendar days of the Notice to Proceed. Pending contract award, the following milestones have been identified.

Award of Contract May 14, 2024

Pre-Construction Meeting May 28, 2024

Notice to Proceed June 01, 2024
Expected Completion Date August 30, 2024

FINANCIAL IMPACT

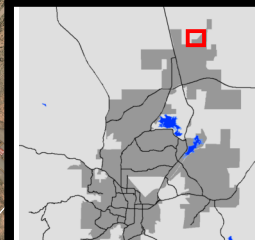
Funding for this contract is budgeted in FY24 & FY25 from the Airport Budget. This project is an ADOT Grant with a required 10% match.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-214

ATTACHMENTS

1. SAFE Complex_Off-Site Drainage Improvements
2. 2024-214-Contract Cover Sheet for Council



Strategic Academic Flight Education (SAFE) Complex Off-Site Drainage Improvements

This map is a product of
The City of Prescott

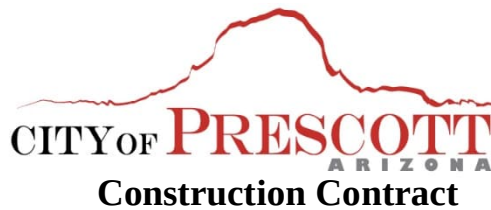


0' 1" = 500'



Contract Details

Contract Number	Presenting Department
2024-214	Airport
Company Name	
Asphalt Paving & Supply, Inc.	
Contact Information	
Phone: 928-772-6363	
Email: cbradshaw@nicnd.com	
Address: 2425 N. Glassford Hill Rd Prescott Valley, AZ 86314	
Term Details	
Complete all work within sixty (60) calendar days beginning with the calendar day as noted in the Notice to Proceed.	
Dollar Amount	
\$ 398,661.00	
Scope of Services	
Strategic Academic Flight Education (SAFE) Complex Off-Site Drainage Improvements	



Strategic Academic Flight Education (SAFE) Complex Off-Site Drainage Improvements

Contract No. 20-*****

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the city of **, county of **, state of **, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for him/herself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Terminal Gate No. 1 Ramp Replacement Project and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Airport Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Airport Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of **, 20**, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, unless such commencement of work is mutually agreed to be extended by the parties due to material unavailability and delayed lead times. The Contractor will complete the work within sixty (60) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the City Supplement to MAG. The contract will close 60 days after the substantial completion date, to finalize the payment process.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, a not to exceed amount of ** dollars and ** cents (\$**), plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221. If the Contractor claims that any instructions involve

additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director, but Contract Amendments over \$50,000 must also be approved by City Council.

ARTICLE V – CONFLICT OF INTEREST: 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, negotiation, 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 event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, 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.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of \$**.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of \$**.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. The bonds shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody’s or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – SUBCONTRACTORS:

- A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.
- B. The Contract Amount includes payment for any and all Services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure to pay for all labor performance and materials furnished for the performance of said project when completed.

ARTICLE XIV – INDEMNITY:

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor’s owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker’s Compensation Law or arising out of failure of such Contractor to conform to any Federal, State, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnatee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ARTICLE XV – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Airport Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City’s option, be the basis for terminating the Contract.

ARTICLE XVI – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XVII - MISCELLANEOUS:

- A. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.
- B. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- C. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Airport department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.
- D. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.
- E. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F. In the event of default, neither party shall be liable for incidental, special, or consequential damages.

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

City of Prescott	**
201 N. Montezuma Street	**
Prescott, Arizona 86301	**
contracts@prescott-az.gov	Email

- H. This Agreement shall be construed under the laws of the State of Arizona.

- I. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

- J. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- K. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

- L. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.

- M. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".

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

- O. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to

perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

- P. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.
- Q. Employees on Airport Construction Projects: E-Verify Requirements:
1. The Contractor shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.
 2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as "Contractor Immigration Warranty"). The Contractor further understands and acknowledges that:
 - a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors' employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.
 - d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
 - e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

- R. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.
- S. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- T. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

DATED: _____ day of _____, 2024

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

** (Company Name)

City of Prescott, a municipal corporation:

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Fire Department
ITEM #: 9.E
SUBJECT: Approval of City Contract No. 2024-223 a Cooperative Agreement with the Arizona Department of Forestry and Fire Management for Resource Sharing & Reimbursement for Wildfire Response.

ITEM SUMMARY

This item authorizes the City of Prescott to enter into a new cooperative agreement with the Arizona Department of Forestry and Fire Management regarding resource sharing and reimbursement for wildfire response. This agreement establishes the reimbursement rates paid to the City of Prescott when firefighters are requested as part of resource orders for larger incidents and enables the City of Prescott to request support and resources to manage incidents within the City of Prescott. These agreements have long existed and are renewed from time to time to maintain current rates for equipment and personnel costs.

BACKGROUND

The City of Prescott and the State of Arizona have a long-standing cooperative agreement that allows for the sharing of resources for the management of wildfires and other related emergencies. This allows Prescott Fire to respond to other jurisdictions and receive reimbursement from the State of Arizona for personnel costs, including backfill, as well as recover resource costs, such as the use of a fire engine. In addition, Prescott is able to engage in the same resource-sharing agreement to bring state and other jurisdictions' resources to our community in the event of a larger wildfire.

This agreement outlines protocols for the sharing of personnel, equipment, and expertise during wildfire incidents. The agreement also ensures that both parties are fairly compensated for resources expended during joint operations, promoting sustainable cooperation in tackling wildfire challenges. The agreement ensures that the reimbursement is at a minimum cost-neutral. However, additional revenue is usually recovered to offset ancillary costs associated with the deployment of personnel. By partnering with the Arizona Department of Forestry and Fire Management, Prescott aims to support its resilience against wildfires, protect its residents and natural resources, and contribute to statewide efforts in wildfire mitigation and suppression. This collaboration underscores the city's proactive approach to managing environmental risks and ensuring the safety and well-being of its community.

Collaborative efforts in wildfire prevention, management, and response are highly effective and valued by the City of Prescott Fire Department. Employing resources to handle any scale of potential emergency is not practical or effective. Therefore, municipalities around the state enter into these agreements to allow for resources to be leveraged to quickly respond to emergencies.

FINANCIAL IMPACT

Due to the structure of the rate agreement with the State of Arizona, the cost impacts are either neutral or revenue-positive. The City does have insurance requirements as part of the agreement that is already part of the department's operating costs independent of the cooperative agreement. The finance and fire departments have well-established procedures to ensure that reimbursement occurs within established policies and effectively recovers expenditures in a timely manner.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-223

ATTACHMENTS

1. IGA - State Forestry Updated 2024 (1)
2. CFRA Prescott Fire (DFFM Contract) 2024_2029

**ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT
COOPERATIVE AGREEMENT**

This Cooperative Agreement ("Agreement") is made by and between The City of Prescott, hereinafter referred to as the Cooperator, and the State Forester (collectively the "Parties"). This Agreement supersedes all previous Memorandums of Understanding and Cooperative Intergovernmental Agreements and will become effective upon the final signature.

WITNESSETH:

WHEREAS the Cooperator wishes to enter into a Cooperative Agreement with the State Forester for the protection of its forests and wildlands as authorized under A.R.S. §§ 37-1303, 37-1302(13), 48-805(B)(17) and; the protection of forest, wild and agricultural lands, and rural structures as provided for within the Cooperative Forestry Assistance Act, 16 U.S.C. Section 2106; and

WHEREAS it is in the best interest of the State of Arizona to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Cooperator represents that it is a duly constituted fire department, fire district, or political subdivision of the State authorized to provide fire protection within the boundaries of the map attached hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Cooperator may have a limited number of units of firefighting equipment that can be made available to the State Forester for fire suppression work; and

WHEREAS the Cooperator may have the capability to respond and suppress fires under the jurisdiction of the State Forester on a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Cooperator can more adequately carry out this function if additional equipment and technical assistance is available; and

WHEREAS the State Forester may have a limited number of units of firefighting equipment that can be made available to fire associations, fire districts, and incorporated fire departments involved in fire suppression; and

WHEREAS it has been determined to be advantageous to the State Forester in the proper discharge of his responsibilities to make certain equipment available to the Cooperator;

NOW THEREFORE, the parties to this Agreement do hereby agree as follows:

A. THE STATE FORESTER AGREES:

1. To make available organizational assistance, technical training and other expertise as available on his staff;
2. To provide State Forester's and other wildland fire training resources and funding when deemed available by the State Forester;
3. To provide State resources and resources under State agreement to the Cooperator for wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies within the Cooperator's boundary or service area when requested by the Cooperator and deemed available by the State Forester. Per A.R.S. § 37-1305(H), the State Forester may require reimbursement for cost incurred for these requested resources. The State Forester will determine as soon as practical after each

request, the need for reimbursement. This determination will be based upon one or more of the following factors; the type of request, resources furnished, jurisdiction, land ownership, threat, state or federal emergency declaration status, and the actual costs of those resources to the State.;

4. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for fire suppression activities, equipment and manpower at the rates established per the Cooperative Fire Rate Agreement (FM104) on file with the State Forester; provided, however, that payment shall be made only for such activities on lands outside the Cooperator's established boundaries or service area when requested by the State Forester;
5. That the Cooperator may refuse to furnish manpower and equipment when requested by the State Forester if by so doing it would reduce the Cooperator's resources to a level where it could no longer maintain an adequate level of fire protection on lands within its boundary or service area;
6. To make available such firefighting and training equipment as can be obtained and is suitable for the use of the Cooperator in fire management work and wildland fire training;
7. That title to all accessories, tools, equipment, sirens, etc., which the Cooperator adds or attaches to state equipment provided by the State Forester will remain the property of the Cooperator and the Cooperator shall remove same prior to returning same equipment to the State Forester;
8. To pay and reimburse the Cooperator, out of State Forestry allocated funding, for instructors conducting approved fire training instruction, at the State Forester's request and at the rate for instructors included in the Arizona State Forester's Emergency Pay Plan plus travel expenses, if applicable, at the approved state rates;
9. That no reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear will be made;
10. To provide necessary forms as needed by the Cooperator in executing his responsibilities under this Agreement;
11. To the extent possible, to assist the Cooperator in ordering and obtaining fire training material and equipment through the federal supply system (GSA, NWCG, & NIFC);
12. That the Cooperator may purchase wildland firefighting equipment and supplies through the State Forester's procurement system.

B. THE COOPERATOR AGREES:

1. To respond to and engage in fire suppression actions on all wildland fires on State and Private lands within the Cooperator's boundary or service area as set forth in attached Appendix A at the Cooperator's expense;
2. To respond and engage in wildland fire suppression, pre-suppression, and for unplanned all-risk emergencies upon lands under the jurisdiction of the State Forester located outside the Cooperator's boundary or service area as set forth in attached Appendix A at such time and with equipment and manpower available as requested by the State Forester;
3. To maintain and make available for use at the request of the State Forester manpower and equipment subject to the provisions of the Cooperative Fire Rate Agreement (FM 104);
4. To accept direction and supervision by the State Forester or his duly authorized representatives while engaged in suppression or other activities at the State Forester's request;
5. To submit a State Forester's Arizona Individual Wildland Fire Report (Wild-RPT-1) within 15 days, for each wildland fire that the Cooperator responds to outside their jurisdiction, on which they are

the incident commander;

6. To provide the State Forester with a summary report on all known wildland fires inside their jurisdiction on a calendar year basis by February 1st of each year;
7. That if the Cooperator agrees to provide approved wildland firefighting training courses at the State Forester's request, the courses will meet the standards set by the National Wildfire Coordinating Group for the Wildland and Prescribed Fire Qualification System;
8. To provide to the State Forester, for approved training courses, a summary report on courses provided, number of students trained, and number of fire departments represented on a calendar year on a quarterly basis;
9. To participate to the extent possible in fire prevention activities within their boundary or service area as requested by the State Forester;
10. To submit claims for reimbursement to the State Forester within thirty (30) days after release of its manpower and/or equipment in the manner and form prescribed by the State Forester;
11. To submit claims for reimbursement to the State Forester within thirty (30) days after completion of authorized training courses in the manner and form prescribed by the State Forester;
12. To maintain wildland fire training qualifications as set forth by the State Forester;
13. To accept and use equipment obtained from the State Forester pursuant to this agreement ("Assigned Equipment");
14. To maintain the Assigned Equipment in operable condition and state of readiness, and promptly report any loss or damage of such equipment to the State Forester;
15. To obtain prior approval for any planned alterations of the Assigned Equipment from the State Forester;
16. To provide adequate shelter from the weather elements for the Assigned Equipment;
17. Upon request, to promptly provide the State Forester with a report of the condition of Assigned Equipment;
18. That the Assigned Equipment may not be sold, transferred, loaned or otherwise disposed of, or traded, but must be returned to the State Forester unless part of the Firefighter Program (FFP) through the Department of Defense and US Forest Service and the agreement there of;
19. To require any contractors or subcontractors of the Cooperator operating under this Agreement to maintain the following minimum insurance coverage.

Insurance Requirements for Any Contractors Used by a Party to the Agreement:

The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Cooperator or its contractors or subcontractors from liabilities that might arise out of the performance of the work under this Agreement by the Cooperator, its agents, representatives, employees, contractors or subcontractors, and Cooperator and its contractors and subcontractors are free to purchase additional insurance.

- A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. The term "Contractor" throughout this Section 19 refers only to a contractor or subcontractor of the Cooperator, if any. None of the obligations under this Section

19, other than the duty of the Cooperator to provide a Certificate of Insurance under Section 19.1 are applicable to the Cooperator.

1. Commercial General Liability – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”** Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

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

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

a. The policy shall be endorsed **(Blanket Endorsements are not acceptable)** to include the following additional insured language: **“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”**. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees”** for losses arising from work performed by or on behalf of the Contractor.

c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement **(Blanket Endorsements are not acceptable)** in favor of the **“State of Arizona, its**

departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed **(Blanket Endorsements are not acceptable)** to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S § 41-621 (E).
2. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the IGA.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona. Insurers shall have an “A.M. Best” rating of not less than A- VII or duly authorized to transact Workers’ Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements **(Blanket Endorsements are not acceptable)** are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* of this Section 19 must have prior approval from the State of Arizona Department of Administration, Risk Management Division, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Cooperator, Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance or other Certificate of Insurance to the State Forester’s Office as the Agent of the State of Arizona. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or

university then none of the above shall apply.

20.

INDEMNIFICATION:

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") 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 are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

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

IT IS MUTUALLY AGREED:

1. That every obligation of either Party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation; if funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments for any damages as a result of termination under this paragraph.
2. That the Cooperator will be hired and reimbursed, for suppression or other activities, as set forth in the "Cooperative Fire Rate Agreement" (FM104) as agreed to and attached as exhibit "B". This Cooperative Fire Rate will be part of the general Cooperative Agreement and attached at a later date and prior to hiring.
3. The equipment issued by the State Forester will be painted and identified and marked in a manner that will indicate the cooperation between the Cooperator and the State Forester, unless the equipment was acquired through the Firefighter Program and the title has been passed to the cooperator;
4. If the equipment is not used as provided by this agreement, the State Forester may remove said equipment upon written notification.
5. **Amendments:** This agreement may be modified only by a written amendment signed by both parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
6. **Dispute Resolution:** In the event of a dispute, the parties agree to arbitrate the dispute to the extent required by A.R.S. § 12-1518.

7. **Inspection and Audit of Records:** Pursuant to A.R.S. §§ 35-214 and -215, to the extent that they apply, the Cooperator shall retain all books, accounts, reports, files and other records ("Records") relating to this agreement for a period of five years after completion of the contract. All records shall be subject to inspection and audit by the State Forester at all reasonable times. Upon request, the Cooperator shall produce the original of any and all such records at the offices of the State Forester.
8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. §§ 38-511, the either Party to the Agreement may, within three years after its execution, 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 State 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 this contract in any capacity, or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor is received by all other parties to the contract of the cancellation, unless the notice specifies a later time.
9. **Nondiscrimination:** The parties agree to comply with Arizona Governor's Executive Order 2009-09 - "Prohibition of Discrimination in Contracts Non-Discrimination in Employment by Government Cooperators and Subcontractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5."
10. **Third-Party Antitrust Violations:** The Cooperator assigns to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Cooperator toward fulfillment of this Agreement.
11. **Notices:** All notices required by this agreement shall be in writing delivered to the person and addresses specified below or to such other persons or addresses as either party may designate to the other party by written notice.

State Forester:

Office of the State Forester
 Arizona Dept. of Forestry & Fire Mgt.
 1110 West Washington, Suite 500
 Phoenix, AZ 85007
 602-771-1400
 602-771-1421 fax

Cooperator:

12. **Immigration Compliance:** Cooperator warrants its compliance with all federal immigration laws and regulations that relate to their employees and its compliance with § 23-214, subsection A, and the compliance of any of its contractors or subcontractors. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any Cooperator, contractor or subcontractor employee who works on the contract to ensure that the Cooperator, contractor or subcontractor is complying with the warranty.
13. **Workers' Compensation:** For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is the primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries they are then working, as provided in A.R.S. §23-1022(D). The primary employer of such 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 notice required.
14. **Term:** This Agreement will continue (10) ten years from the effective date, unless terminated by either party by (30) thirty days written notice to the other. At the termination of this Agreement, each party shall return to the other party any equipment belonging to that party.

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

In WITNESS WHEREOF the parties by and through their duly qualified acting officials have hereunto set their hands.

COOPERATOR:

(Print Name)

Signature

Title

Date

STATE FORESTER:

Thomas A. Torres
Print Name

Signature

State Forester
Title

Date



**AZ FORESTRY AND FIRE MANAGEMENT
FIRE RATE AGREEMENT**

**Agreement #
AZ-PRC-2024-04**
Term: 4/1/2024 - 3/31/2029

Contact
Prescott 201 N Montezuma St, Suite 216 Prescott , AZ 86301 Business Phone: 928-777-1700 FAX # : 928-776-1890
Workers Compensation
Representative
Kristen D. Qualley 928-777-1700, ext.7020
District Fire Warden
Memo

Contact
Arizona Department of Forestry and Fire Management 1110 W. Washington St. Suite 500 Phoenix, AZ 85007
Home Unit Office (Owner)
A5S - Northwest District Office 1133 W. Road 3 North Chino Valley, Arizona 86323 Business Phone: 928-778-9567
Local Dispatch (Provider)
Arizona Interagency Dispatch Center

Equipment work rates listed below are based on all operating supplies being furnished by Cooperator (WET).

Time Period: 04/01/2024 - Current

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
Engines	TYPE 1 ENGINE	ENG 71 EQUIPMENT # 1397 2013 Rosenbauer 542BB613DWM10487 G293GW Standard Staffing: 3	\$159.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 1 ENGINE	ENG 71 EQUIPMENT # 1624 2021 Rosenbauer 54F2GBCL0MWM13029 V9A5YG Standard Staffing: 4	\$159.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 1 ENGINE	ENG 72 EQUIPMENT # 1504 2019 Rosenbauer 54F2BB611KWM12333 G932JN Standard Staffing: 3	\$159.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 1 ENGINE	ENG 73 EQUIPMENT # 1307 2009 Spartan Mini-Pumper 4S7AT2C968C070676 G685FC Standard Staffing: 3	\$159.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 1 ENGINE	ENG 74 EQUIPMENT #1505 2019 Rosenbauer 54F2BB13KWM12334 G933JN Standard Staffing: 3	\$159.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 1 ENGINE	ENG 75 EQUIPMENT # 1396 2013 Rosenbauer 54F2BB611DWM10486 G292GW Standard Staffing: 3	\$159.00 /Hour	-	\$0.00	-	\$0.00	3/4	

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
Engines	TYPE 1 ENGINE	ENG RESERVE 74 EQUIPMENT # 1156 HME PUMPER 2006 44KFT42846WZ20743 G110DX Standard Staffing: 3 Size: Size.5500 - 5500	\$159.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 1 ENGINE	LADDER TRUCK 72 EQUIPMENT # 1068 2000 Smeal 44KFT42803WZ20220 G347DV Standard Staffing: 3	\$159.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 1 ENGINE	LADDER TRUCK 71 EQUIPMENT # 1201 2023 Spartan 4S7AU2P9X6C055442 G609EK Standard Staffing: 3	\$159.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 3 ENGINE	ENG RESERVE 755 EQUIPMENT # 1721 2023 Freightliner 3ALDCYFE8PDUL0164 HVA1ZR Standard Staffing: 4	\$145.00 /Hour	-	\$0.00	-	\$0.00	3/5	
Engines	TYPE 6 ENGINE	PATROL 72 EQUIPMENT # 1132 2005 Ford 5500 1FDA57PX5EC57835 G088DX Standard Staffing: 3 Size: Size.5500 - 5500	\$98.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 6 ENGINE	PATROL 73 EQUIPMENT # 1312 2009 Dodge 5500 Dodge 3D6WD78L49G532022 G629EK Standard Staffing: 3 Size: Size.5500 - 5500 Features: 4X4	\$98.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Engines	TYPE 6 ENGINE	PATROL 75 EQUIPMENT #966 2001 Ford F-550 1FDA57F41EB01746 G316CS Standard Staffing: 3 Size: Size.5500 - 5500 Features: 4X4	\$98.00 /Hour	-	\$0.00	-	\$0.00	3/4	
Light Duty Vehicles	1/2 TON PICKUP	PICKUP ARCHER POV 2012 Toyota 1/2 T 5TFLU4EN2CX028388 BBS7194 Standard Staffing: 1 Size: Size.1/2T - 1/2 T Features: Personal Operating Vehicle, 4X4	\$150.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	1/2 TON PICKUP	PICKUP FORD F150 # 1628 2022 Ford 1/2 T 1FTFX1E52NKD11683 DDA0EH Standard Staffing: 1 Size: Size.1/2T - 1/2 T	\$150.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	1/2 TON PICKUP	PICKUP FORD F150 # 1629 2022 Ford 1/2 T 1FTFX1E50NKD11682 DDA3EH Standard Staffing: 1 Size: Size.1/2T - 1/2 T	\$150.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	1/2 TON SUV	CHEVY BLAZER # 1754 2024 Chevrolet 3GNKBHR49RS211833 3PA40T Standard Staffing: 1 Size: Size.1/2T - 1/2 T Features: All Wheel Drive	\$156.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
Light Duty Vehicles	1/2 TON SUV	FORD EXPLORER # 1630 2021 Ford Explorer 1FM5K8AC0MGC22053 FPA2PJ Standard Staffing: 1 Size: Size.1/2T - 1/2 T Features: All Wheel Drive	\$156.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	1/2 TON SUV	FORD EXPLORER #1731 2023 Ford Explorer 1FMSK7DH4PGB42599 DJA41S Standard Staffing: 1 Size: Size.1/2T - 1/2 T Features: All Wheel Drive	\$156.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	3/4 TON PICKUP	PICKUP AR 76 #1221 2008 Ford F-250 1FTSW21518EA09124 G037EJ Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	3/4 TON PICKUP	PICKUP COOLEY POV 2006 Ford F-250 1FTSW21P06EB79246 290GER Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	3/4 TON PICKUP	PICKUP FORD F250 # 1222 2008 Ford F-250 1FTSX21521528EA09128 G041EJ Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	3/4 TON PICKUP	PICKUP FORD F250 # 1506 2019 Ford F-250 1FT7W2B64KEC37106 G315HN Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	3/4 TON PICKUP	PICKUP FORD F250 # 1684 2022 Ford F-250 1FT7W2B66NEF67060 C7A9AM Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	3/4 TON PICKUP	PICKUP FORD F250 # 1685 2022 Ford F-250 1FT7W2B68NEF67061 C9A5AM Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	3/4 TON PICKUP	PICKUP FORD F250 # 1686 2022 Ford 3/4 T 1FT7W2B6XNEF67059 GCA4PM Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	3/4 TON PICKUP	PICKUP FORD F250 #1074 2004 Ford F-250 1FTNX21L24EB58967 G347DV Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	3/4 TON PICKUP	PICKUP FORD F250 #1223 2008 Ford F-250 1FTSX21548EA09129 G040EJ Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
Light Duty Vehicles	3/4 TON PICKUP	PICKUP SEETS POV 2004 Ford 1GCHK29U04E162458 650MRC Standard Staffing: 1 Size: Size.3/4T - 3/4 T	\$196.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	ATV/UTV LARGE	Archer ATV/UTV 2019 1HFVE0402K4301615 4FA1XH Standard Staffing: 1	\$300.00 /Day	-	\$0.00	-	\$0.00	1/6	
Light Duty Vehicles	COMPACT SUV	GEO TRACKER #1083 2004 Chevrolet 2CNBJ134346904430 G357DV Standard Staffing: 1 Features: 4X4	\$144.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Light Duty Vehicles	COMPACT SUV	SUV NISSAN ROGUE BURKEEN POV 2020 5N1AT2MT9LC802394 K5A8C6A Standard Staffing: 1	\$144.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Medical - Non-Vehicle	ALS KIT	PRC ALS KIT #1 2023 ALS KIT #1 Standard Staffing: 1	\$215.00 /Day	-	\$0.00	-	\$0.00	1/1	
Medical - Non-Vehicle	BLS KIT	PRC BLS KIT #1 2023 BLS KIT #1 Standard Staffing: 1	\$150.00 /Day	-	\$0.00	-	\$0.00	1/1	
Medium Duty Vehicles	TRUCK - 1 1/2 TON	CHIPPER TRUCK EQUIPMENT # 1516 2019 Ford 5500 1FD0W5HT0KEE24953 G300JH Standard Staffing: 1 Size: Size.5500 - 5500	\$200.00 /Day	-	\$0.00	\$0.655 /mi	\$0.00	1/1	
Other Equipment	Structure Protection Trailers	Prescott Fire Dept Structure Protection Trailer 2003 16HPB14243A007386 G507CW Standard Staffing: 1	\$850.00 /Day	-	\$0.00	-	\$0.00	1/1	

Cooperator will adhere to terms set forth on the General Provisions and Instructions form.

No special provisions

Cooperators create a user account, agreeing to program terms and conditions. Cooperators select equipment and positions to complete the form. Review and approval by the State is indicated by the signature.

Signed 03/27/2024 13:53:57 MST by Marsha Collier

AZ Approval 03/27/2024 14:41:32 MST by James Robbins

Amendment #04



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Public Works
ITEM #: 9.F
SUBJECT: Approval of Multiple On-call Contracts for Quality Assurance (QA) & Testing Services Each Not Exceeding \$75,000.00 Annually as Follows: 1) City Contract No. 2025-001 with Western Technologies, 2) City Contract No. 2025-002 with Engineering & Testing Consultants, Inc.; 3) City Contract No. 2025-003 with Speedie & Associates, LLC; 4) City Contract No. 2025-004 with Material Testing & Inspections, LLC; 5) City Contract No. 2025-005 with Ninyo & Moore Geotechnical & Environmental Sciences Consultants; and 6) City Contract No. 2025-006 with Quality Testing, LLC. Funding is Budgeted & Available in the Water, Wastewater & Streets Funds.

ITEM SUMMARY

This item is to approve six (6) individual professional on-call services contracts for Quality Assurance and testing services on an as-needed basis for City streets and utility Capital Improvement Projects. Each agreement is for a one-year term, with provisions for two additional, one-year extensions. Each contract shall not exceed \$75,000.00 annually.

BACKGROUND

As part of the City's quality control and assurance programs, specific testing by certified laboratories and professionals is required to ensure that project specifications are met. Due to the heavy workload, availability and varied specialties of each firm, it is necessary to have multiple sources available to the City.

QA tests include soil characteristics, composition, compaction, concrete and asphalt paving material properties, other related materials testing procedures and professional services.

Multiple contracts allows the City flexibility in assigning new projects for QA testing, and equitably distribute the work among the qualified firms. Under these QA testing contracts, the firm selected to provide services to the City on a project cannot also be engaged by the contractor for quality control (QC) for the same project.

The contracts provide for "on-call" services on an "as needed" basis and firms are billed at fixed unit prices for complete services for laboratory tests and hourly rates for on-site technician services contained in each firm's unit pricing sheets.

Procurement

On February 11 & 18, 2024, Public Works advertised for Statements of Qualifications (SOQs) from firms interested in providing on-call QA testing for City capital construction projects. All qualifications submitted by the firms were reviewed, ranked and were deemed to meet the minimum

qualifications. Seven (7) responses were received on March 28, 2024 as follows:

Company

Western Technologies
Engineering & Testing Consultants
Speedie & Associates
Material Testing & Inspections, LLC
Ninyo & Moore
Quality Testing, LLC
Alta CMTI, LLC*

Location

Flagstaff
Prescott
Flagstaff
Prescott
Prescott Valley
Gilbert
Tempe

*Firm submitted an incomplete proposal and was disqualified from this procurement

Project Schedule

The contracts require work to be done on an as-needed and as-requested basis. The City makes no guarantees as to the amount of work that may be available or requested. The term of each contract is for one (1) year, with the provision of two (2) additional extensions each for one (1) year increments upon the agreement of both parties.

Contract

The City's standard form contract for professional services will be used for the agreement with each firm.

FINANCIAL IMPACT

Funding for these contracts is budgeted in FY25 from the Water, Wastewater and Streets Funds.

RECOMMENDED ACTION

1) MOVE to approve City Contract No. 2025-001; 2) MOVE to approve City Contract No. 2025-002; 3) MOVE to approve City Contract No. 2025-003; 4) MOVE to approve City Contract No. 2025-004; 5) MOVE to approve City Contract No. 2025-005; and 6) MOVE to approve City Contract No. 2025-006

ATTACHMENTS

1. 2025-001-Contract Cover Sheet for Council
2. 2025-002-Contract Cover Sheet for Council
3. 2025-003-Contract Cover Sheet for Council
4. 2025-004-Contract Cover Sheet for Council
5. 2025-005-Contract Cover Sheet for Council
6. 2025-006-Contract Cover Sheet for Council
7. Bid_Tabulation_FY25_QAQC

Contract Details

Contract Number	Presenting Department
2025-001	Public Works
Company Name	
Western Technologies	
Contact Information	
Phone: 928-443-5010	
Email: tsayer@rma-western.com	
Address: 2700 N. Lake Valley Road, Suite F2 Prescott Valley, AZ 86314	
Term Details	
One (1) year term with no provision for cost adjustment, may renew for two (2) additional one (1) year terms.	
Dollar Amount	
\$ 75,000.00	
Scope of Services	
On-Call Quality Assurance and Compliance Testing	



General Services Contract

On-Call Quality Assurance and Compliance Testing

Contract Number: 20-*****

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: On-Call Quality Assurance and Compliance Testing in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Purchasing Division, or their properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Purchasing Division or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposal, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TERM / TIME OF COMPLETION: The initial term of the contract shall be for a period of one (1) year, Starting July 1, 2024. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott 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 event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the

City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. The contractor shall provide the City with any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees, or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI - COOPERATIVE USE OF CONTRACT This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

ARTICLE XII – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Purchasing Division may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive

just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XIV – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott 201 N Montezuma Street Prescott, AZ 86301 contracts@prescott-az.gov	** ** ** **
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- E. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to fandboperations@prescott-az.gov and QAinfo@prescott-az.gov.
- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by

either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- J. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- K.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. INSURANCE:** Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

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

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

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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

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

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

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

Commercial General Liability – Occurrence Form:

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

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

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

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

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

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

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

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

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

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

M. Contractor Immigration Warranty

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

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

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

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

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

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

- N.** Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- O.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Vendor / Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor / Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- P.** Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Contract Details

Contract Number	Presenting Department
2025-002	Public Works
Company Name	
Engineering & Testing Consultants, Inc.	
Contact Information	
Phone: 928-778-9001	
Email: rick@etcaz.com	
Address: 417 N. Arizona Ave Prescott, AZ 86301	
Term Details	
One (1) year term with no provision for cost adjustment, may renew for two (2) additional one (1) year terms.	
Dollar Amount	
\$ 75,000.00	
Scope of Services	
On-Call Quality Assurance and Compliance Testing	



General Services Contract

On-Call Quality Assurance and Compliance Testing

Contract Number: 20-*****

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: On-Call Quality Assurance and Compliance Testing in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Purchasing Division, or their properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Purchasing Division or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposal, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TERM / TIME OF COMPLETION: The initial term of the contract shall be for a period of one (1) year, Starting July 1, 2024. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott 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 event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the

City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. The contractor shall provide the City with any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees, or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI - COOPERATIVE USE OF CONTRACT This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

ARTICLE XII – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Purchasing Division may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive

just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XIV – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott 201 N Montezuma Street Prescott, AZ 86301 contracts@prescott-az.gov	** ** ** **
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- E. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to fandboperations@prescott-az.gov and QAinfo@prescott-az.gov.
- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by

either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- J. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- K.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. INSURANCE:** Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

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

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

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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

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

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

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

Commercial General Liability – Occurrence Form:

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

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

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

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

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

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

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Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$ 1,000,000
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The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

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

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

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

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- O.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

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DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Contract Details

Contract Number	Presenting Department
2025-003	Public Works
Company Name	
Speedie & Associates, LLC	
Contact Information	
Phone: 928-526-6681; 620-997-6391	
Email: cspencer@speedie.net; jwells@speedie.net	
Address: 35 E. Bald Eagle Trail Paulden, AZ 86334	
Term Details	
One (1) year term with no provision for cost adjustment, may renew for two (2) additional one (1) year terms.	
Dollar Amount	
\$ 75,000.00	
Scope of Services	
On-Call Quality Assurance and Compliance Testing	



General Services Contract

On-Call Quality Assurance and Compliance Testing

Contract Number: 20-*****

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

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ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposal, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TERM / TIME OF COMPLETION: The initial term of the contract shall be for a period of one (1) year, Starting July 1, 2024. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

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City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

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- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
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City of Prescott 201 N Montezuma Street Prescott, AZ 86301 contracts@prescott-az.gov	** ** ** **
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- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by

either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- J. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- K.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. INSURANCE:** Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

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

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

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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

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

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

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

Commercial General Liability – Occurrence Form:

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

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

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

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

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

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

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

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

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

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

M. Contractor Immigration Warranty

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

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

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

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

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

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

- N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
 - 1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 - 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 - 3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Vendor / Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor / Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- P. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
 - 1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - 2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Contract Details

Contract Number	Presenting Department
2025-004	Public Works
Company Name	
Material Testing & Inspections, LLC (MTI)	
Contact Information	
Phone: 928-515-1986; 928-899-7785	
Email: pcyr.mti@gmail.com	
Address: 6750 Intercal Way, Unit C & D Prescott, AZ 86301	
Term Details	
One (1) year term with no provision for cost adjustment, may renew for two (2) additional one (1) year terms.	
Dollar Amount	
\$ 75,000.00	
Scope of Services	
On-Call Quality Assurance and Compliance Testing	



General Services Contract

On-Call Quality Assurance and Compliance Testing

Contract Number: 20-******

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

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- H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by

either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- J. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- K.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. INSURANCE:** Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

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

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

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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

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

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

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

Commercial General Liability – Occurrence Form:

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

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

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

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

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

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

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

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

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

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

M. Contractor Immigration Warranty

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

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

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

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

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

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

- N.** Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- O.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Vendor / Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor / Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- P.** Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Contract Details

Contract Number	Presenting Department
2025-005	Public Works
Company Name	
Ninyo & Moore Geotechnical & Environmental Sciences Consultants	
Contact Information	
Phone: 928-759-8150 x 16215	
Email: crees@ninyoandmoore.com	
Address: 9551 E. Lorna Lane, Suite D Prescott Valley, AZ 86314	
Term Details	
One (1) year term with no provision for cost adjustment, may renew for two (2) additional one (1) year terms.	
Dollar Amount	
\$ 75,000.00	
Scope of Services	
On-Call Quality Assurance and Compliance Testing	



General Services Contract

On-Call Quality Assurance and Compliance Testing

Contract Number: 20-*****

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: On-Call Quality Assurance and Compliance Testing in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Purchasing Division, or their properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Purchasing Division or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposal, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TERM / TIME OF COMPLETION: The initial term of the contract shall be for a period of one (1) year, Starting July 1, 2024. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott 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 event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the

City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. The contractor shall provide the City with any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees, or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI - COOPERATIVE USE OF CONTRACT This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

ARTICLE XII – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Purchasing Division may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive

just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XIV – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott 201 N Montezuma Street Prescott, AZ 86301 contracts@prescott-az.gov	** ** ** **
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- E. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to fandboperations@prescott-az.gov and QAinfo@prescott-az.gov.
- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by

either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- J. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- K.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
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The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

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

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1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

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

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

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

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

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Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

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Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

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

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

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

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

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- O.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Vendor / Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor / Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- P.** Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
- R.** Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

Contract Details

Contract Number	Presenting Department
2025-006	Public Works
Company Name	
Quality Testing, LLC (QT)	
Contact Information	
Phone: 480-496-2000	
Email: bizdev@qt-az.com	
Address: 175 S. Hamilton Pl, Bldg 6, Suite 114 Gilbert, AZ 85233	
Term Details	
One (1) year term with no provision for cost adjustment, may renew for two (2) additional one (1) year terms.	
Dollar Amount	
\$ 75,000.00	
Scope of Services	
On-Call Quality Assurance and Compliance Testing	



General Services Contract

On-Call Quality Assurance and Compliance Testing

Contract Number: 20-*****

THIS AGREEMENT made and entered into this ** day of **, 20**, by and between ** of the City of ** (Contractor City), County of ** (Contractor County), State of ** (Contractor State), hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: On-Call Quality Assurance and Compliance Testing in a good and workmanlike and substantial manner and to the satisfaction of the City through its Contractors and under the direction and supervision of the Purchasing Division, or their properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Contractors for the City, and with such written modifications of the same and other documents that may be made by the City through the Purchasing Division or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposal, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of ** (Date of Council Meeting approved), Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in.

ARTICLE III – TERM / TIME OF COMPLETION: The initial term of the contract shall be for a period of one (1) year, Starting July 1, 2024. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. With the renewal of the contract, the price of goods under this contract shall not increase in subsequent years by more than the Consumer Price Index (CPI) for the prior year. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of ** (Written amount) dollars and no cents (** \$ 000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to ARS Section 38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City of Prescott 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 event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting, or creating this contract on behalf of the City of Prescott from any other party to the contract, arising as a result of this contract.

ARTICLE VI – AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII – NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the

City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX – CITY FEES: Prior to final payment to the Contractor, the City shall deduct there from any and all unpaid privilege, license and other taxes, fees and any and all other unpaid moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. The contractor shall provide the City with any information necessary to determine the total amount(s) due.

ARTICLE X – OTHER WORK IN PROJECT AREA: The City of Prescott, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the contractor, its agents, employees, or any of the contractor's subcontractors. In the event that the contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the contractor or within the contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XI - COOPERATIVE USE OF CONTRACT This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

ARTICLE XII – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Purchasing Division may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XIII – TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive

just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XIV – MISCELLANEOUS

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott 201 N Montezuma Street Prescott, AZ 86301 contracts@prescott-az.gov	** ** ** **
--	----------------------

- E. This Agreement is non-assignable by the Contractor unless by subcontract, as approved in advance by the City.
- F. All invoices shall be emailed to fandboperations@prescott-az.gov and QAinfo@prescott-az.gov.
- G. This Agreement shall be construed under the laws of the State of Arizona.
- H. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- I. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by

either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- J. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- K.** No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. INSURANCE:** Vendor / Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor / Contractor, his agents, representatives, employees, or subcontractors.

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

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

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

**City of Prescott
201 N. Montezuma Street
Prescott AZ 86301**

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov AND contracts@prescott-az.gov . The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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

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

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

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

Commercial General Liability – Occurrence Form:

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

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

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

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

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

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

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

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

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

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

M. Contractor Immigration Warranty

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

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

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

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

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. The contractor agrees to assist the City in regard to any random verification performed.

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

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

- N.** Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.
- O.** Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor / Vendor / Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor / Vendor / Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

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- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- Q.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
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DATED: _____ day of _____, 2024

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**Company

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney

On-Call Quality Assurance and Compliance Testing

March 28, 2024

Bid Tabulation	Quality Testing LLC	Ninyo & Moore Geotechnical & Environmental Sciences Consultants	Material Testing & Inspections, LLC	Speedie & Associates, LLC	Engineering & Testing Consultants Inc.	Western Technologies
Description	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
Engineering Services						
Staff Engineer	\$ 165.00	\$ 110.00	\$ 100.00	\$ 125.00	\$ 150.00	\$ 135.00
Project Engineer	\$ 190.00	\$ 130.00	\$ 120.00	\$ 165.00	\$ 200.00	\$ 135.00
Principal Engineer	\$ 225.00	\$ 165.00	\$ 185.00	\$ 190.00	\$ 200.00	\$ 155.00
Material Testing Services						
Field/Engineering Technician (including core drilling)	\$ 85.39	\$ 95.00	\$75/\$185.00 (Includes One Tech)	\$ 105.00	\$ 80.00	\$ 85.00
Field/Engineering Technician Shift Differential (Nights, Weekends)	\$ 128.08	\$ 142.00	\$ 112.50	\$ 135.00	\$ 100.00	\$ 127.00
Senior Engineering Technician	\$ 105.00	\$ 105.00	\$ 80.00	\$ 115.00	\$ 100.00	\$ 85.00
Special Inspector (Rebar, Masonry, Post-Tension etc.)	\$ 115.00	\$ 115.00	\$ 80.00	\$ 135.00	\$ 100.00	\$ 98.00
Concrete Core Drill Equipment	\$ 250.00	\$ 110.00	\$185.00 (Includes One Tech)	\$ 50.00	\$20.00 *Hourly Added To Technician Time	\$ 175.00
Asphalt Core Drill Equipment	\$ 250.00	\$ 100.00	\$185.00 (Includes One Tech)	\$ 50.00	\$20.00 *Hourly Added To Technician Time	\$ 175.00
Laboratory Testing						
Soils and Aggregates						
Sieve Analysis	\$ 85.00	\$ 130.00	\$ 100.00	\$ 80.00	\$ 110.00	\$ 115.00
Proctor Density	\$ 135.00	\$ 150.00	\$ 130.00	\$ 150.00	\$ 150.00	\$ 180.00
Plasticity Index (wet prep)	\$ 150.00	\$ 140.00	\$ 105.00	\$ 180.00	\$ 120.00	\$ 125.00
Plasticity Index (dry prep)	\$ 135.00	\$ 120.00	\$ 100.00	\$ 80.00	\$ 90.00	\$ 95.00
Specific Gravity	\$ 85.00	\$ 90.00	\$ 90.00	\$ 150.00	\$90.00/\$150.00 Course/Fine	\$ 110.00
LA Abrasion	\$ 250.00	\$ 250.00	\$ 225.00	\$ 200.00	\$ 250.00	\$ 225.00
pH and Resistivity	\$ 115.00	\$ 120.00	\$ 165.00	\$ 200.00	\$ 260.00	\$ 135.00
Expansion Index	\$ 160.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 250.00	\$ 195.00
Consolidation	\$ 160.00	\$ 250.00	\$195 (Without Time Rate)	\$ 165.00	\$ 300.00	\$ 70.00
Fractured Particles in CA (Fractured Faces)	\$ 130.00	\$ 90.00	\$ 110.00	\$ 180.00	\$ 100.00	\$ 135.00
RAP Binder Extraction	\$ 600.00	\$ 650.00	\$ 165.00	\$ 150.00	\$ 120.00	\$ 150.00
Asphaltic Concrete						
Stamped Asphalt Mix Design Submittal Review	\$ 300.00	\$ 350.00	\$ 195.00	\$ 300.00	\$ 100.00	\$ 200.00
Asphalt Binder Content	\$ 140.00	\$ 120.00	\$165.00 (Includes Grad. Extraction)	\$ 165.00	\$ 180.00	\$ 100.00
Gradation of Extracted Aggregates	\$ 85.00	\$ 115.00	\$0.00 (When Performed W/AC Binder Content)	\$ 80.00	Combined With AC Binder Content	\$ 100.00
Marshall Density	\$ 165.00	\$ 130.00	\$ 120.00	\$ 160.00	\$ 130.00	\$ 220.00
Rice Test	\$ 175.00	\$ 130.00	\$ 165.00	\$ 180.00	\$ 180.00	\$ 220.00
Asphalt Core Density	\$ 35.00	\$ 30.00	\$ 35.00	\$ 50.00	\$ 60.00	\$ 66.00
Stability / Flow	\$ 20.00	\$ 75.00	\$ 195.00	\$ 50.00	\$ 70.00	\$ 145.00
TSR (Tensile Strength Ratio)	\$ 850.00	\$ 450.00	\$ 450.00	\$ 1,000.00	\$ 500.00	\$ 400.00
Oven Calibration	\$ 750.00	\$ 500.00	\$ 450.00	\$ 1,500.00	\$ 500.00	\$ 925.00
Concrete						
Stamped Concrete Mix Design Submittal Review	\$ 300.00	\$ 350.00	\$ 225.00	\$ 300.00	\$ 100.00	\$ 200.00
Compression Tests (per specimen at molding)	\$ 20.00	\$ 25.00	\$ 35.00	\$ 25.00	\$ 30.00	\$ 25.00
Compression Tests on Drilled Cores (per specimen)	\$ 62.00	\$ 55.00	\$ 45.00	\$ 75.00	\$ 65.00	\$ 50.00
Grout Compressive Strength Sample	\$ 25.00	\$ 30.00	\$ 35.00	\$ 25.00	\$ 30.00	\$ 33.00
Unconfined Compressed Strength	\$ 98.00	\$ 250.00	\$ 45.00	\$ 75.00	\$ 80.00	\$ 55.00
PG Verification	\$ 1,050.00	\$ 1,400.00	Quote	\$ 1,300.00		\$ 1,200.00



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: City Clerk
ITEM #: 9.G
SUBJECT: Adoption of Resolution No. 2024-1877 Approving & Authorizing City Contract No. 2019-229A1, an Amendment to City Contract No. 2019-229 an Intergovernmental Agreement (IGA) Between the City of Prescott and Yavapai County for Consolidated Court Operations Extending Consolidated Court Services for One Year.

ITEM SUMMARY

This Amendment No. 1 IGA with Yavapai County will extend consolidated court services for one year.

BACKGROUND

On April 3, 2019, the City of Prescott and Yavapai County entered into an IGA for consolidated court operations. That IGA is set to expire on June 30, 2024. Section VI of the IGA states, "...this Agreement may be renewed for up to five (5) additional successive one year renewal terms with a maximum effective term, including initial and renewal terms, not to exceed ten (10) years." This Amendment No. 1 will continue the IGA for an additional one year.

FINANCIAL IMPACT

The base facilities fee for the City Court to use the Yavapai County Courthouse will be \$25,230.98 for the period of this extension (July 1, 2024-June 30, 2025). The City will continue to pay the salaries for City court personnel and shared court costs, as identified in the underlying IGA.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2024-1877

ATTACHMENTS

1. Resolution No. 2024-1877
2. City Contract No. 2019-229A1

RESOLUTION NO. 2024-1877

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FOR EXTENDING CONSOLIDATED COURT OPERATIONS FOR ONE YEAR; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH SAME

RECITALS:

WHEREAS, the City of Prescott (City), a municipal corporation of the State of Arizona and Yavapai County entered into an intergovernmental agreement ("IGA") (City Contract No. 2019-229) for the provision of consolidated court operations; and,

WHEREAS, this IGA is set to expire on June 30, 2024; and,

WHEREAS, Section VI of the IGA states, "...this Agreement may be renewed for up to five (5) additional successive one year terms with a maximum effective term, including initial and renewal term, not to exceed ten (10) years"; and,

WHEREAS, by entering into this Amendment No. 1 to the IGA, the new term will be from July 1, 2024 through June 30, 2025; and,

WHEREAS, both parties desire to extend consolidated court operations for one year; and,

WHEREAS, A.R.S. Section 11-952, et seq., and the Prescott City Charter authorizes the City and the County to enter into intergovernmental agreements; and,

WHEREAS, it is in the best interests of the City to enter into this Amendment No. 1 with Yavapai County for consolidated court operations.

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott hereby approves entering into an Amendment No. 1 (City Contract No. 2019-229A1) with Yavapai County to extend consolidated court operations for one year.

SECTION 2. THAT the Mayor and staff are hereby authorized to execute Amendment No. 1 and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of

_____, 2024.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2024-1877 is a true, correct and accurate copy of Resolution No. 2024-1877, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2024, 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 _____, 2024.

Seal

**AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT
("IGA") BETWEEN CITY OF PRESCOTT AND YAVAPAI COUNTY
FOR CONSOLIDATED COURT OPERATIONS
(CITY CONTRACT NO. 2019-229A1) (YC Contract No. 2019-058A1)**

This First Amendment to Intergovernmental Agreement (City Contract No. 2019-229/County Contract No. 2019-058) for consolidated court services, is entered into by and between the City of Prescott, Arizona ("City") and Yavapai County ("County").

Witnesseth:

Whereas, on April 3, 2019, the Parties entered into that certain Intergovernmental Agreement ("IGA") for consolidated court operations), and;

Whereas, the IGA has an expiration date of June 30, 2024, pursuant to Section VI of the IGA; and;

Whereas, Section VI of the IGA additionally states that after June 30, 2024, termination date, "... this Agreement may be renewed for up to five (5) additional successive one year renewal terms with a maximum effective term, including initial and renewal terms, not to exceed ten (10) years"; and,

Whereas, the parties wish to mutually agree to extend this IGA for one year based on Section VI of the IGA; and,

WHEREAS, this Amendment No. 1 to the IGA evidences the desire of both parties to exercise a one year extension; and,

WHEREAS, the parties further agree to amend the IGA as set forth below, and,

WHEREAS, all other terms and conditions of the IGA shall remain in full force and effect; and,

WHEREAS, it is in the best interests of the Parties to enter into this Amendment No. 1 to the IGA (City Contract No. 2019-0229A1/County Contract No. 2019-058A1) to extend the IGA for one year, and to further amend the IGA as set forth below.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE CITY AND THE COUNTY THAT SAID AGREEMENT IS AMENDED AS FOLLOWS:

1. This IGA shall terminate on June 30, 2025, unless further extended by the parties pursuant to the terms of Section VI of the underlying IGA.
2. Section VIII, Notices, shall be amended to reflect the term "County Manager" shall replace the term "County Administrator."
3. The parties agree that the base facilities fee for FY commencing July 1, 2024 and ending June 30, 2025, shall be in the amount of \$25,230.98.
4. Except as expressly amended herein, the pricing, terms, and conditions set forth in said original IGA shall remain in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT NO. 1 TO THE IGA (City Contract No. 2019-229A1/County Contract No. 2019-058) TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR CITY OF PRESCOTT:

PHILIP R. GOODE, Mayor

Date: _____

ATTEST:

Sarah M. Siep, Prescott City
Clerk

FOR YAVAPAI COUNTY:

Craig L. Brown, Chairman

Date: _____

ATTEST FOR YAVAPAI COUNTY

Jayme Rush, Clerk of the Board

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledges that: (1) he reviewed the above Agreement on behalf of his/her client; and, (2) as to his/her respective client only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Joseph D. Young

City Attorney for City of Prescott

Date: _____

Steven G. Clark

Attorney for Yavapai County

Date: _____



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Community Development
ITEM #: 9.H
SUBJECT: Approval for the Community Development Department to Accept Additional Certified Local Government (CLG) Pass Through Grant for State Preservation Conference Funding in FY2024.

ITEM SUMMARY

This grant is a zero match pass-through grant; City funds spent will be reimbursed for the entire amount of \$20,000, and will be paid prior to September 30, 2024.

Certified Local Government (CLG) grants are pass-through grants administered by the State Historic Preservation Office (SHPO), which reimburse the City for Historic Preservation Projects that are associated with maintaining our CLG Status. SHPO has offered an additional distribution of \$20,000 for FY2024 with a 100/0% structure (\$20,000 Federal Funds and \$0 City Match). The requested pass-through grant funds will pay for the following services directly related to the Arizona State Preservation Conference to be held in Prescott at the end of June, 2024:

- Rental of conference facilities
- Educational sessions, including speaker fees
- Tours of local historic sites
- Professional services, including conference arrangements and design, layout, production, and printing of conference brochures, fliers, schedules, and advertising
- Rental of equipment for digital presentations (laptop computers, projectors, projection screens, and sound systems) as well as tables and chairs
- Rental of buses, vans, and other transportation related equipment
- Purchase of conference bags and contents
- Conference scholarships for community partners
- Sponsorship

BACKGROUND

These funds will enable the City of Prescott to facilitate conference planning in partnership with the sponsors identified in initial meetings with the State Historic Preservation Office, including: City of Prescott; Arizona Historical Society; Arizona State Museum; and Arizona Preservation Foundation; This grant is available to the City because we are a Certified Local Government (CLG) and is part of the "Preservation through Partnership" program administered through the National Park Service (NPS). Local, State and Federal governments work together in the Federal Preservation Program to help communities save the irreplaceable, historic character of places. Having the Conference in Prescott will highlight local preservation efforts, organizations and issues to bring greater awareness and resources for improvement. The visitation of 300+ attendees over three days will also provide an economic benefit in terms of tourism money spent.

FINANCIAL IMPACT

Reimbursement of up to \$20,000 for City expenditures for the 2024 Historic Preservation Conference.

RECOMMENDED ACTION

MOVE to accept additional CLG Pass Through Grant for State Preservation Conference Funding in FY2024

ATTACHMENTS

1. 2024 CLG Pass Through Grant Application Attachments
2. 2024 CLG Pass Through Grant Application for AZ State Conference- Prescott
3. City of Prescott- Pass Through Grant Agreement- 2024 Conference Funding



Historic Preservation Office
201 S Cortez St
Prescott AZ 86303
928.777.1405 x 4982

2023 CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION ATTACHMENTS

Project Description

A partnership among the City of Prescott, the State Historic Preservation Office (SHPO), the Arizona Preservation Foundation, and other organizational sponsors will work to plan and implement the **2024 Arizona State Historic Preservation Conference**. City of Prescott's project/request consists of preconference funding to initiate a collaboration among the local government sponsors to put together a Conference Committee to plan a successful Preservation Conference in Prescott for 2024. The requested pass-through grant funds will partially pay for the following services directly related to the conference:

- Rental of conference facilities
- Educational sessions, including speaker fees
- Tours of local historic sites
- Professional services, including conference arrangements and design, layout, production, and printing of conference brochures, fliers, schedules, and advertising
- Rental of equipment for digital presentations (laptop computers, projectors, projection screens, and sound systems) as well as tables and chairs
- Rental of buses, vans, and other transportation related equipment
- Purchase of conference bags and contents
- Conference scholarships for community partners
- Sponsorship

These funds will enable the City of Prescott to facilitate conference planning in partnership with the sponsors identified in initial meetings with the State Historic Preservation Office, including: City of Prescott; Arizona Historical Society; Arizona State Museum; and Arizona Preservation Foundation; among other local and regional partners. At the end of this grant's performance period, the Conference Committee will have a final Conference agenda and program available that will highlight varied perspectives, issues, and accomplishments in historic preservation in the State of Arizona.

Scope of Work

- A. Plan for conference along with the Arizona SHPO, City of Prescott, Arizona Preservation Foundation, and other partners
- B. Secure additional partners for conference
- C. Make arrangements for conference sites; reserve meeting space, hotel rooms, etc.

- D. Develop theme and topics for conference
- E. Plan historic site tours and mobile workshops
- F. Contact and secure the services of invited conference speakers
- G. Contract graphic artist/layout/designer/printer/binder for brochures, schedules, fliers, etc.

Relationship of the Project to CLG Work Priorities

A. The conference will spotlight Prescott & Yavapai County's historic and cultural resources and bring hundreds of preservation-oriented people to Yavapai County and Prescott. Partnering with local and statewide organizations to host the Arizona Historic Preservation Conference will help the City of Prescott showcase examples of excellence in historic preservation at the local level. Sponsorship and participation in the 2024 Arizona Historic Preservation Conference will give Prescott the opportunity to spotlight the historic and cultural landmarks that the community of Yavapai County has preserved, restored, and rehabilitated.

B. City of Prescott, as a CLG, has endeavored to educate and inform residents, visitors, public officials, and students about the history of the community and the diverse assemblage of historic and cultural resources that it holds.

Relationship of the Project to Goals in the Arizona Historic Preservation Plan

Goal 1: Better Resource Management

This project will further the goal of better resource management by helping the general public, local officials, and statewide historic preservationists to recognize and understand important historic and cultural resources in the community and region. The investment to preserve a wide range of cultural resource sites and buildings in Prescott and throughout Yavapai County. demonstrates the commitment of the regional community to preserving the history of Arizona and the importance of historic preservation to the local and state economy.

Goal 3: Maximized Funding

Bringing the Arizona Historic Preservation Conference to our community will expose local owners of historic properties to funding opportunities available for preservation and rehabilitation projects in southern Arizona. In addition, owners who have already completed these kinds of projects will be able to share with conference participants the funding sources they relied on to complete their projects. This project will meet the goal of the State Historic Preservation Office to maximize funding opportunities for preservation projects.

Goal 5: Proactive Communities

This project will benefit both the general population of Prescott, Yavapai County and visitors by providing tools for recognizing and protecting heritage resources in the community. The City of Prescott has long demonstrated their commitment to preserving our cultural heritage by becoming a CLG in 1986, hiring a permanent Preservation Specialist in 1990 and establishing and enacting a comprehensive Historic Preservation Master Plan in 1998. Continuing the important job of educating the community, including community leaders and staff, about the unique and

irreplaceable resources that give Prescott its identity is one of the ways to accomplish that goal. Educating the community about the preservation and protection of cultural resources is a proactive way for the community to promote its heritage.

Goal 6: An Informed, Supportive Public

The Arizona Historic Preservation Conference is an opportunity to inform both the local community and visitors from around the state about the diversity of cultural traditions in Prescott and Yavapai County, a diversity fostered by its long history as the first territorial Capital of Arizona, then a booming mining town. The educational component of the conference gives us the opportunity to expose people to the unique past of Prescott & Yavapai County.

Goal 8: Informed, Trained Professionals

An important function of the 2023 Arizona Historic Preservation Conference will be to provide community members, including active preservation professionals, the opportunity to learn about "best practices" for the treatment of historic properties as well as current preservation policies and techniques.

Proposed Schedule

June 1st, 2024: Award of grant

June 1- June 24th, 2024: Conference planning by City of Prescott Preservation, Community Development & Tourism Staff, SHPO, Arizona Preservation Foundation, and other partners

June 25th-28th, 2024: Arizona Historic Preservation Conference

September 30th, 2024: Grant close-out

Proposed Line-Item Budget

CITY OF PRESCOTT SPONSORSHIP OF 2024 ARIZONA HISTORIC PRESERVATION CONFERENCE		
FUNDING SOURCE		
CLG Grant	City Match Funding	Total
\$20,000	\$0	\$20,000
TOTAL PROJECT FUNDING AND COST		
Total CLG Grant Funding	Total City Match Funding	Total Estimated Project Cost
\$20,000	\$0	\$20,000



Arizona SHPO Certified Local Government
HISTORIC PRESERVATION FUND PASS-THROUGH APPLICATION
Federal Fiscal Year 2023
DUE DATE: July 14, 2023



1. **PROJECT NAME:** Sponsorship of 2023 Arizona Historic Preservation Conference – Prescott
2. **TYPE OF PROJECT:**
- | | | |
|---|--|--|
| ☐ Context Development | ☐ Ordinance Development | ☐ Ordinance Update |
| ☐ Survey and Inventory | ☐ Nomination Preparation | ☐ Nomination Update |
| ☐ Preservation Plan | ☐ Historic District Plan | ☐ Design Guidelines |
| ☐ Design Guidelines Update | ☒ Local Workshop | |
3. **PROJECT DESCRIPTION:** (Attach a detailed project description, product to be submitted, specific scope items, anticipated schedule for completion including major milestones and the proposed line-item budget). **See attachments.**
4. **RELATIONSHIP OF THE PROJECT TO THE CLGs WORK PRIORITIES:** (Attach statement.) **See attachments.**
5. **RELATIONSHIP OF THE PROJECT TO THE GOALS OUTLINED IN THE ARIZONA HISTORIC PRESERVATION PLAN UPDATE 2019**
(Attach a statement regarding the applicable goals, which begin on page 31 of the plan.) **See attachments.**
6. **FUNDING:**
- | | | |
|-------------------------------|-----------------|-------------------|
| ESTIMATED TOTAL PROJECT COST: | <u>\$20,000</u> | <u> </u> % |
| GRANT FUNDS REQUESTED: | <u>\$20,000</u> | <u> </u> % |
| MATCHING FUNDS: | <u>\$0</u> | <u> </u> % |
| SOURCE OF MATCHING FUNDS*: | <u>N/A</u> | |
- *(Please include a letter of intent for the matching funds by the above listed party.)
7. **PROJECT COORDINATOR/CONTACT:**
- NAME: Kaylee Nunez TITLE: Historic Preservation Specialist, City of Prescott
- ADDRESS: 201 S Cortez St Prescott, AZ 86303
- EMAIL ADDRESS: kaylee.nunez@prescott-az.gov TELEPHONE: 928-777-1405 x4982
8. **MONTHS TO COMPLETE THE PROJECT:** Three (May-July 2024) (project period ends on September 30, 2024)
9. **PROJECT PARTNERS:** SHPO, Arizona Preservation Foundation, City of Prescott
10. Sign the Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying (DI-2010) on page 3 and return it with this form and the required attachments.

Return this form and attachments by JULY 17, 2023, to: Arianna Urban, CLG Coordinator
aurban@azstateparks.gov (please email before calling)
Desk phone: 602-542-7138



State Historic Preservation Office
1110 W. Washington #100, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



This agreement is entered into by and between the Arizona State Parks Board and City of Benson and becomes effective on the date of signature by the authorized representative of Arizona State Parks.

PROGRAM: Federal Historic Preservation Fund Certified Local Government Pass-Through

PROJECT TITLE: Sponsorship of 2024 Arizona Historic Preservation Conference - Prescott

PROJECT TYPE: Local Workshop

STATE PROJECT NUMBER: 4423017

FEDERAL PROJECT NUMBER: AZ-23-1017

FFY OF REVENUE: FFY2023

NPS/HPF GRANT #: P23AF00848

CDFA NUMBER: 15-904

PROJECT PERIOD: Upon full execution through September 30, 2024

FEDERAL FUNDS: \$20,000.00 100%

PARTICIPANT MATCH: N/A N/A

TOTAL PROJECT COST: \$20,000.00 100%

**APPROVED SCOPE OF
WORK AND SPECIAL
CONDITIONS:** Attachment A

AUTHORITIES TO ENTER THE AGREEMENT: (statute, resolution, minutes, etc.)

STATE: A.R.S. §§ 41-511.04 (A) (8), 41-511.04 (D)(1) & 41-511.05 (2) and Resolution 11/2000.

FEDERAL: 36 CFR 61.7 (a).

AWARDING OFFICIALS ON BEHALF OF THE NATIONAL PARK SERVICE AND THE ARIZONA STATE PARKS BOARD:

Signature Date
Kathryn Leonard
State Historic Preservation Officer

Signature Date
Bob Broschied
Director, Arizona State Parks

ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT
AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE
PARTICIPANTS SIGNATURE BELOW.

PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND
AS BEING WITHIN THE AUTHORITY OF THE PARTICIPANT.

Participant's Signature

Attorney's Signature

Name (Typed)

Name (Typed)

Title Date

Title Date



ATTACHMENT A
Approved Project Scope and Special Conditions

PARTICIPANT: City of Prescott

PROJECT TITLE: Sponsorship of 2024 Arizona Historic Preservation Conference - Prescott

STATE PROJECT NUMBER: 4423017

FEDERAL PROJECT NUMBER: AZ-23-1017

APPROVED PROJECT SCOPE:

The City of Prescott will be a sponsor for the 2024 Arizona State Historic Preservation Conference through the Arizona Preservation Foundation. Prescott will partner with the State Historic Preservation Office (SHPO), the Arizona Preservation Foundation, and other organizational sponsors to plan a successful Preservation Conference in Prescott for 2024.

At the end of this grant's performance period, the Conference Committee will have a final Conference agenda and program available that will highlight varied perspectives, issues, and accomplishments in historic preservation in the State of Arizona.

Scope of Work:

- Sponsor 2024 Arizona State Historic Preservation Conference
- Plan for conference along with the Arizona SHPO, Arizona Preservation Foundation, and other partners
- Make arrangements for conference sites; reserve meeting space, hotel rooms, etc.
- Develop theme and topics for conference
- Plan historic site tours and mobile workshops
- Contact and secure the services of invited conference speakers
- Contract graphic artist/layout/designer/printer/binder for brochures, schedules, fliers, etc

SPECIAL CONDITIONS:

1. Major milestones to judge the project

June 1, 2024: Award of grant

June 1 - June 24, 2024: Conference planning by City of Prescott Preservation, SHPO, Arizona Preservation Foundation, and other partners

June 25 - 28, 2024: Arizona Historic Preservation Conference

September 30, 2024: Grant close-out

Any significant changes in timelines, deliverables, or budget as submitted in the application must be reported to the AZSHPO grant coordinator immediately.



State Historic Preservation Office
1110 W. Washington #100, Phoenix, Arizona 85007
FEDERAL PASS-THROUGH PARTICIPANT AGREEMENT



- 2. A copy of the RFP will be submitted to the AZ SHPO grant coordinator when issued.**
- 3. Once a vendor is selected, a copy of the contract will be sent to the AZ SHPO grant coordinator.**
- 4. Progress reports must be submitted at the following times:**
 - a. 1st week of July 2024
 - b. Final report, October 2024
- 5. To ensure that final deliverables meet with AZ SHPO approval in a timely manner, please submit drafts as they are available. AZ SHPO staff will review drafts and provide comments within 30 business days.**
- 6. All work MUST be completed by September 30, 2024.**



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Public Works
ITEM #: 9.1
SUBJECT: Approval of Request to Apply for the United States Bureau of Reclamation, Lower Colorado Basin Region, Water Conservation Field Services Program Grant.

ITEM SUMMARY

The United States Bureau of Reclamation (Reclamation), Lower Colorado Basin (LCB) region, is accepting applications for Water Management Planning under the umbrella of the Water Conservation Field Services Program (WCFSP) grant. Applications are due June 3, 2024.

BACKGROUND

Reclamation's WCFSP grant provides funding for planning, prioritizing, design, or demonstration of projects that conserve and use water more efficiently. The City is seeking funding for planning, specifically Water Management Planning. The grant's objective is to provide an opportunity to document data on current water supply and demand, prepare a forecast for future water demands, identify water conservation goals, and determine conservation measures. Eligible applicants for the WCFSP include those in the LCB, in which the City is located. A 50% non-federal cost share is required, and Reclamation can fund up to \$100,000. The project must be completed in two years (December 2026).

In accordance with City Council approval as stated on March 26, 2024, to "...Adopt Resolution No. 2024-1875 and *approve additional recommendations* from the Mayor's Commission on Water Policy Review & Monitoring..." One of the additional recommendations included, "...begin the process to develop a long-term water management plan, incorporating the water resources management model and appropriate legal documents." As such, the City's grant proposal will focus on the development of a Long-Term Water Management Plan that includes requirements for implementation and ongoing updates. Regarding the required 50% match, the City budget process remains underway. Public Works - Water Resources Management sought funding for planning in the amount of \$40,000 that will serve, either in full or part, as the 50% non-federal match, subject to Council adoption of the FY25 budget.

FINANCIAL IMPACT

There is a 50% cost share required for this grant.

RECOMMENDED ACTION

MOVE to approve the request for grant application

ATTACHMENTS

None



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Legal
ITEM #: 10.A
SUBJECT: Adoption of Ordinance No. 2024-1859 Amending City Code Title IX, Chapter 9-1, Section 7, Subsection (A), Methods of Parking.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE IX, CHAPTER 9-1, SECTION 7, SUBSECTION (A), ("9-1-7(A)"), METHODS OF PARKING

ITEM SUMMARY

This new ordinance outlines parking regulations for vehicles on city-owned or leased property. It covers rules such as parking parallel to the curb, angle parking requirements, restrictions on parking on barriers, compliance with official signs and curb markings, and prohibitions against obstructing sidewalks, pedestrian ways, bicycle ways, driveways, or vehicular access.

BACKGROUND

The need for these new parking rules arises from various issues observed in current parking practices. There have been instances of vehicles parking on sidewalks, obstructing pedestrian pathways, and posing safety hazards. Additionally, dangerous angled parking, particularly when vehicles back into stalls, has been observed, and leads to potential accidents and continued traffic congestion.

FINANCIAL IMPACT

There will be no financial impact resulting from the implementation of these new parking rules. The City already has traffic enforcement personnel whose responsibilities include enforcing parking regulations. This new enforcement activity will be seamlessly integrated into their existing duties without necessitating any additional expenditure.

RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2024-1859

ATTACHMENTS

1. Ordinance No. 2024-1859

ORDINANCE NO. 2024-1859

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE IX, CHAPTER 9-1, SECTION 7, SUBSECTION (A), ("9-1-7(A)"), METHODS OF PARKING

RECITALS:

WHEREAS, Arizona Revised Statute §9-137 authorizes each city incorporated pursuant to Title 9, Article 1, with all the powers, duties, rights and privileges granted to cities under the laws and constitution of this state; and,

WHEREAS, Arizona Revised Statute §9-499.01 vests charter cities with all the powers of incorporated towns as set forth in Title 9 as well as all powers vested in them pursuant to their respective charters; and,

WHEREAS, Article VII, Section 5 of the Prescott City Charter grants Prescott City Council the authority to adopt a code or amend or repeal any ordinance; and,

WHEREAS, Article XIII, Section 8 of the Prescott City Charter grants Prescott City Council the plenary powers to enact and make all proper and necessary ordinances, resolutions and orders to carry out and give effect to the express, as well as the implied powers granted in the City Charter to thereby protect and safeguard the rights, interests, safety, morality, health and welfare of the City and its inhabitants; and,

WHEREAS, it is in the best interest of the City of Prescott to amend the Prescott City Code and amend Section 9-1-7(A) regarding methods of parking.

ENACTMENTS:

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

SECTION 1. THAT, Section 9-1-7(A) of the Prescott City Code shall be deleted in its entirety:

~~(A) Standing or Parking Close to Curb, Parking Block or Parking Stall Line. Except as otherwise provided in this chapter, every vehicle stopped or parked upon a roadway, City parking lot, or other City owned or leased property where there are adjacent curbs, parking block or parking stall line shall be so stopped or parked with the right-hand wheels of such vehicle parallel to and within eighteen inches (18") of the right-hand curb, parking block or parking stall line. Where angle parking is required, every vehicle stopped or parked upon a roadway shall be so stopped or parked with the right front~~

~~wheel within eighteen inches (18") of the right-hand curb, parking block or parking stall line. (Ord. 1136, 4-12-76)~~

SECTION 2. THAT, a new section 9-1-7(A) shall replace the deleted section 9-1-7(A) as follows:

(A) Unless otherwise specified in this chapter, every vehicle stopped or parked on any roadway, alleyway, City parking garage, City parking lot, or other City-owned or leased property shall be parked as follows:

1. When adjacent curbs are present, the vehicle must be stopped or parked with the right-hand wheels parallel to and within eighteen inches (18") of the right-hand curb.
2. When angle parking is required, every vehicle must be parked with the right front wheel within eighteen inches (18") of the parking block, parking curb, parking stop, perpendicular parking stall line, or other parking barrier installed at the head of a parking stall. Angle parking refers to any angle that is not perpendicular to the lane, way, or path.
3. Excluding angle parking, when a vehicle pulls forward into a parking stall with a parking block, curb, stop, or other barrier installed at the head of a parking stall, a vehicle pulling forward into the stall must be stopped or parked with both front wheels within eighteen inches (18") of the parking block, curb, stop, or barrier.
4. The perpendicular parking stall line at the head of a parking stall indicates the furthest point a vehicle may stop or park within the stall for both head-in and back-in parking.
5. Where perpendicular stall lines are not present, a vehicle must not extend beyond the head or entrance of a parking stall if doing so obstructs the safe movement of vehicles, bicycles, pedestrians, or any part of a pedestrian walkway, bicycle way, or another parking stall.
6. Vehicles must stop or park in a position where they are entirely within the space designated by the marked lines or ground markings.
7. Parking a vehicle on a parking block, curb, stop, or barrier is strictly prohibited.
8. All vehicles shall stop or park in obedience to official signs and curb markings.
9. Obstruction by a vehicle of any portion of a sidewalk, official pedestrian way, or officially designated bicycle way is strictly prohibited.
10. Obstructing any portion of a driveway or other vehicular access by a vehicle is strictly prohibited.

SECTION 3. PENALTY PROVISION. That those existing penalties provided in Prescott City Code 9-1-17(A) apply to any violation of this new section 9-1-7(A). Those penalties are as follows:

Any violation of or failure or refusal to do or perform any act required by this traffic code shall also constitute a civil traffic violation. Civil traffic violations are subject to the provisions of title 28, chapter 6, article 21, Arizona Revised Statutes, and amendments thereto. Sanctions for civil traffic violations shall be determined by the city magistrate, not to exceed the maximum civil sanctions as set forth in section 1-3-2 of this code. Each day that a violation continues shall be a separate offense.

SECTION 4. SEVERANCE CLAUSE: The provisions of this Ordinance and the Code and Code Amendments it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance, or any Code and Code Amendments that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code and Code Amendments it incorporates, but shall remain in effect, it being the legislative intent that this Ordinance and the Code and Code Amendments it incorporates shall stand, notwithstanding the invalidity of any part thereof.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2024.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP
City Clerk

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2024-1859 is a true, correct and accurate copy of Ordinance No. 2024-1859 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2024, 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 _____, 2024.

Seal

City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Finance
ITEM #: 11.A
SUBJECT: Public Hearing Regarding Proposed Increases to City of Prescott Water & Wastewater Rates.

ITEM SUMMARY

This item is to provide a Public Hearing on proposed increases to water and wastewater rates.

BACKGROUND

The City has been working with Raftelis Financial Consultants, Inc to update the financial plans for the water and wastewater enterprises, conduct cost of service analysis and design rates consistent with the City's priorities that recover customer class cost of service.

On February 13, 2024, the Council adopted a notice of intent to increase water and wastewater rates, components, fees and service charges and set a Public Hearing on the proposed rate and fee increases for May 28, 2024. The final public report on these proposed increases was published on the City's website and provided to the City Clerk on April 26, 2024. A Council workshop on the updated water and wastewater rates was held on May 14, 2024, at 1 pm.

To meet the statutory requirements, the Council needs to hold a Public Hearing after which it may adopt the increased rates.

The complete rate setting process and documents can be viewed on the City's website at <https://prescott-az.gov/utility-billing/current-rate-study/>.

FINANCIAL IMPACT

Utility rates are designed to ensure financial sufficiency for the water and wastewater enterprises, meet operation and maintenance costs, ensure sufficient funding for the capital replacement and refurbishment needs, and maintain the financial health of the enterprises.

RECOMMENDED ACTION

MOVE to close the public hearing

ATTACHMENTS

1. Water and Wastewater Rate Slides

City of Prescott

Water and Wastewater Utility Rate Study Findings and Recommendations

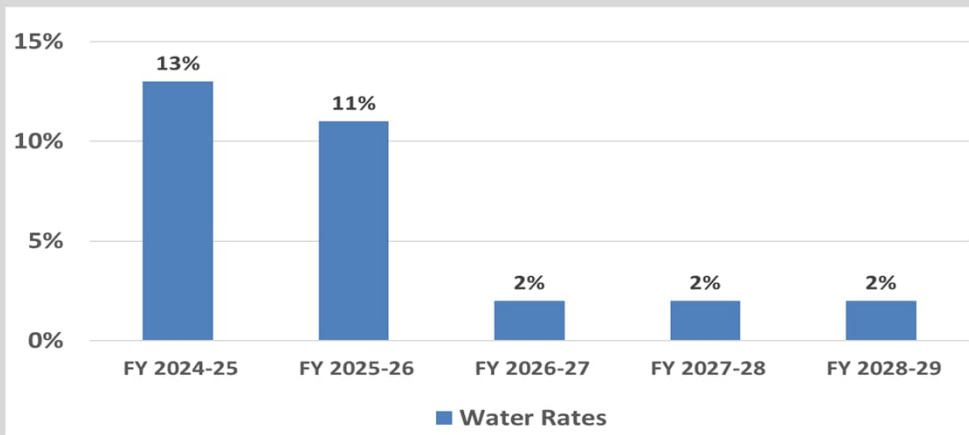
May 14, 2024



Study Milestone	Timeline
Publish Draft Rate Study	April 26, 2024
Council Workshop Water and Wastewater Rates	May 14, 2024
Utility Rate Public Hearing	May 28, 2024
Effective Date for Adopted Rates	July 1, 2024



Proposed Water Rate Revenue Increase FY 2024-25 through FY 2027-28



3



Proposed Water Base Charges FY 2023-24 through FY 2028-29

		Proposed Water Base Charge (per bill)				
Meter Size	Current	7/1/2024	1/1/2026	1/1/2027	1/1/2028	1/1/2029
5/8"	\$15.56	\$17.58	\$19.52	\$19.91	\$20.30	\$20.71
3/4"	16.41	18.54	20.58	20.99	21.41	21.84
1"	18.58	20.99	23.30	23.77	24.25	24.73
1 1/2"	22.84	25.81	28.65	29.22	29.80	30.40
2"	30.16	34.08	37.83	38.59	39.36	40.15
3"	44.87	50.70	56.28	57.41	58.56	59.73
4"	65.87	74.43	82.62	84.28	85.96	87.68
6"	118.35	133.73	148.44	151.41	154.44	157.53
8"	181.46	205.05	227.61	232.16	236.80	241.54
Percent Change		13%	11%	2%	2%	2%

4



Proposed Aquifer Protection Fee FY 2023-24 through FY 2028-29

Meter Size	Current	7/1/2024	1/1/2026	1/1/2027	1/1/2028	1/1/2029
5/8"	\$0.72	\$0.72	\$0.72	\$0.72	\$0.72	\$0.72
3/4"	1.08	1.08	1.08	1.08	1.08	1.08
1"	1.20	1.20	1.20	1.20	1.20	1.20
1 1/2"	2.40	2.40	2.40	2.40	2.40	2.40
2"	3.84	3.84	3.84	3.84	3.84	3.84
3"	7.20	7.20	7.20	7.20	7.20	7.20
4"	12.00	12.00	12.00	12.00	12.00	12.00
6"	24.00	24.00	24.00	24.00	24.00	24.00
8"	38.40	38.40	38.40	38.40	38.40	38.40
Percent Change		0%	0%	0%	0%	0%

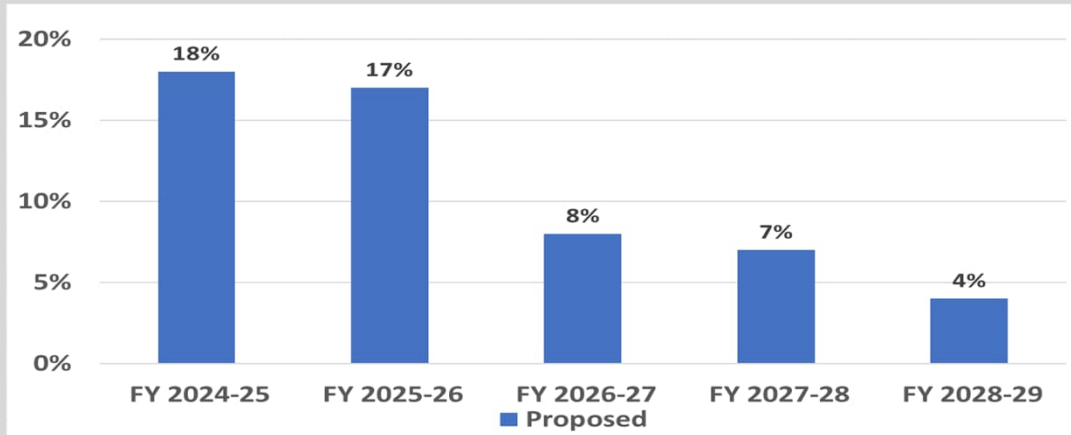
5

Wastewater Fund

6



Proposed Wastewater Rate Revenue Increases FY 2024-25 through FY 2027-28



7



Proposed Wastewater Base Charges and Volume Rates FY 2023-24 through FY 2028-29

Description	Current	7/1/2024	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Annual % Increase in Revenue-Rates		18%	17%	8%	7%	6%
Monthly Service Charge						
Residential	\$21.47	\$25.33	\$29.64	\$32.01	\$34.25	\$36.31
Nonresidential (General)	21.47	25.33	29.64	32.01	34.25	36.31
Volume Charge per 1,000 gallons						
Residential	\$7.72	\$8.97	\$10.36	\$11.13	\$11.86	\$12.52
Nonresidential (General)	7.38	8.72	10.21	11.03	11.81	12.52
Septage Hauler	101.25	200.00	206.00	212.18	218.55	225.11

8

Customer Bill Impacts

9



Non-Residential Customer Bill Impacts at Different Meter Sizes and Volume Use

Non-Residential		Current	7/1/2024	1/1/2026	1/1/2027	1/1/2028	1/1/2029
1"	Usage						
Water	24,000	\$155.44	\$174.96	\$193.47	\$197.12	\$201.02	\$204.93
Wastewater	20,000	169.07	199.73	233.84	252.61	270.45	286.71
Total		\$324.51	\$374.69	\$427.31	\$449.73	\$471.47	\$491.64
	\$ Increase		\$50.18	\$52.62	\$22.42	\$21.74	\$20.17
	% Increase		15.5%	14.0%	5.2%	4.8%	4.3%
2"							
Water	65,000	\$383.86	\$431.88	\$477.44	\$486.37	\$495.96	\$505.57
Wastewater	60,000	464.27	548.53	642.24	693.81	742.85	787.51
Total		\$848.13	\$980.41	\$1,119.68	\$1,180.18	\$1,238.81	\$1,293.08
	\$ Increase		\$132.28	\$139.27	\$60.50	\$58.63	\$54.27
	% Increase		15.6%	14.2%	5.4%	5.0%	4.4%

10



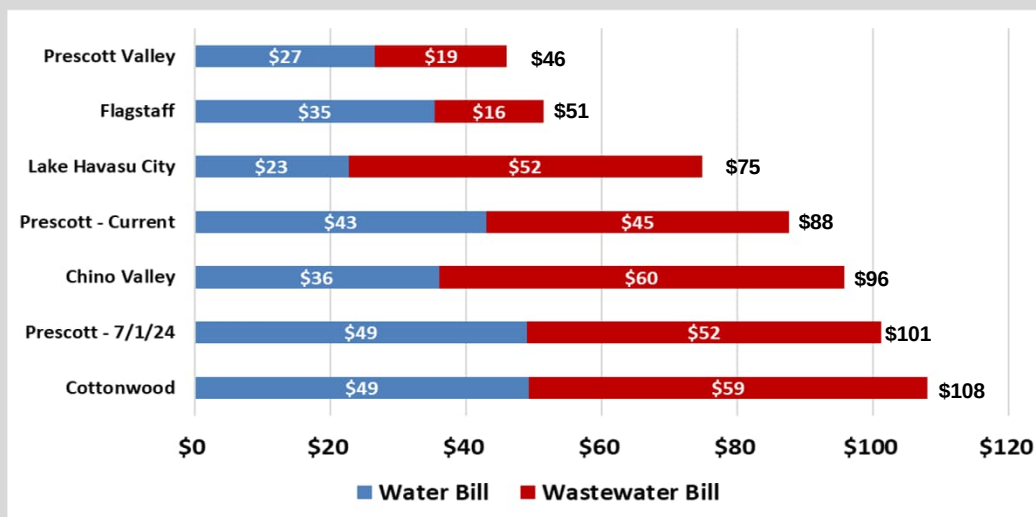
Residential Customer Bill Impacts at Different Volume Use

Residential		Current	7/1/2024	1/1/2026	1/1/2027	1/1/2028	1/1/2029
5/8"	Usage						
Water	5,000	\$42.92	\$48.90	\$54.62	\$55.78	\$56.95	\$58.15
Wastewater	3,000	44.63	52.24	60.72	65.40	69.83	73.87
Total		\$87.55	\$101.14	\$115.34	\$121.18	\$126.78	\$132.02
	\$ Increase		\$13.59	\$14.20	\$5.84	\$5.60	\$5.24
	% Increase		15.5%	14.0%	5.1%	4.6%	4.1%
5/8"	Usage						
Water	10,000	\$76.22	\$87.15	\$97.62	\$99.73	\$101.85	\$104.05
Wastewater	3,000	44.63	52.24	60.72	65.40	69.83	73.87
Total		\$120.85	\$139.39	\$158.34	\$165.13	\$171.68	\$177.92
	\$ Increase		\$18.54	\$18.95	\$6.79	\$6.55	\$6.24
	% Increase		15.3%	13.6%	4.3%	4.0%	3.6%
5/8"	Usage						
Water	25,000	\$276.02	\$316.60	\$355.47	\$363.33	\$371.25	\$379.45
Wastewater	3,000	\$44.63	\$52.24	\$60.72	\$65.40	\$69.83	\$73.87
Total		\$320.65	\$368.84	\$416.19	\$428.73	\$441.08	\$453.32
	\$ Increase		\$48.19	\$47.35	\$12.54	\$12.35	\$12.24
	% Increase		15.0%	12.8%	3.0%	2.9%	2.8%

11



Residential Monthly Bill Comparison 5,000 Gallon Water Use, 3,000 Gallon Sewer Volume



12



Study Milestone	Timeline
Publish Draft Rate Study	April 26, 2024
Council Workshop Water and Wastewater Rates	May 14, 2024
Utility Rate Public Hearing	May 28, 2024
Effective Date for Adopted Rates	July 1, 2024

13



Thank you!

Contact: Andrew Rheem
303 305 1137 / arheem@raftelis.com

14



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Finance
ITEM #: 11.B
SUBJECT: Adoption of Resolution No. 2024-1889 and Ordinance No. 2024-1862 Implementing Increases in Water and Wastewater Rates Over the Next Five Years.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE II, CHAPTER 2-1, SECTIONS AND SUBSECTIONS: 2-1-12(A), 2-1-12(B), 2-1-18(A), 2-1-18(B)(2), 2-1-18(B)(3), 2-1-18(D), 2-1-18(E) AND 2-1-18(K); SECTION 2-1-21(B); SECTION 2-1-22(H); AND SECTION 2-1-57; ADDING A SEVERANCE CLAUSE; AND PROVIDING FOR PENALTIES

ITEM SUMMARY

This item is the Resolution and Ordinance necessary to implement the rates discussed on the May 14, 2024 Council workshop.

BACKGROUND

The City has been working with Raftelis Financial Consultants, Inc to update the financial plans for the water and wastewater enterprises, conduct cost of service analysis and design rates consistent with the City's priorities that recover customer class cost of service.

On February 13, 2024 Council adopted a notice of intent to increase water and wastewater rates, components, fees and service charges and set a Public Hearing on the proposed rate and fee increases for May 28, 2024. The final public report on these proposed increases was published on the City's website and provided to the City Clerk on April 26, 2024. A Council workshop on the updated water and wastewater rates was held on May 14, 2024 at 1 pm.

Resolution No. 2024-1889 declares the rate table, a public record. Ordinance No. 2024-1862 incorporates these changes into the City Code. These rates, if adopted, will be effective July 1, 2024 with adjustments on January 1, 2016, January 1, 2017, January 1, 2018, January 1, 2019.

The complete rate setting process and documents can be viewed on the City's website at <https://prescott-az.gov/utility-billing/current-rate-study/>.

FINANCIAL IMPACT

Utility rates are designed to ensure financial sufficiency for the water and wastewater enterprises, meet operation and maintenance costs, ensure sufficient funding for the capital replacement and refurbishment needs, and maintain the financial health of the enterprises.

RECOMMENDED ACTION

1) MOVE to adopt Resolution No. 2024-1889; and 2) MOVE to adopt Ordinance No. 2024-1862

ATTACHMENTS

1. Resolution No. 2024-1889
2. Resolution No. 2024-1889 Exhibit A Rate Tables
3. Ordinance No. 2024-1862

RESOLUTION NO. 2024-1889

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THE DOCUMENT FILED WITH THE CITY CLERK ENTITLED “REPLACEMENT TABLES FOR WATER AND WASTEWATER RATES”

RECITALS:

WHEREAS, the document “Replacement Tables for Water and Wastewater Rates”, three copies of which are filed in the office of the City Clerk, is declared to be a public record, with said copies to remain on file with the City Clerk; and,

WHEREAS, the “Replacement Tables for Water and Wastewater Rates” document contains amendments to the existing Prescott City Code Title II, Chapter 2-1, Sections and 2-1-12(A), 2-1-12 (B), 2-1-18(A), 2-1-18(B)(2), 2-1-18(B)(3), 2-1-18(D), 2-1-18(E) AND 2-1-18(K); Section 2-1-21(B); Section 2-1-22(H); AND Section 2-1-57; and,

WHEREAS, the “Replacement Tables for Water and Wastewater Rates” contains the newly revised and adjusted water and wastewater utility rates, and water and wastewater capacity charges and fees to be charged by the City of Prescott.

ENACTMENTS:

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

Section 1. THAT document entitled “Replacement Tables for Water and Wastewater Rates”, attached hereto as Exhibit A, is hereby declared to be a public record.

Section 2. THAT the City Clerk is hereby directed to maintain three (3) copies of the above referenced public document on file at all times for inspection by the public.

PASSED AND ADOPTED by the Council of the City of Prescott, Arizona, on this 28th day of May, 2024.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)

County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2024-1889 is a true, correct and accurate copy of Resolution No. 2024-1889 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____, 2024, 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 _____, 2024.

Seal

City Clerk

EXHIBIT A

Replacement Tables for Water and Wastewater Rates

2-1-12 (A) Meters

(A) All meter installations shall be made by the City upon written application. Meters shall be placed at suitable locations approved by the City. **The actual cost in the chart below includes one meter and one endpoint device for each meter installation, the percent increase covers the labor required for each install. The actual cost will be updated annually on November 1.** The consumer or property owner at the time of making application shall pay to the City the following installation charges: (replace table)

Meter Size	Meter and Installation Charge
5/8" x 3/4"	ActualCost + 10%
1"	Actual Cost + 10%
1 1/2"	Actual Cost + 10%
2"	Actual Cost + 10%
3"	Actual Cost + 5%
4"	Actual Cost + 5%
6"	Actual Cost + 5%
All others	Actual Cost + 2%

Meter pricing is per City contract procured by competitive bid.

2-1-12 (B) Meters

Property must be abutting a water main for a service connection to be made, unless otherwise allowed pursuant to this section. In cases where the main is not abutting, the main must be extended at the expense of the property owner before a connection is made. Private lines will not be allowed to be extended over areas that could be provided water by public mains; provided, however, that, notwithstanding anything to the contrary herein, if it is determined by the Public Works Director that no benefit to the water system would be realized from a main extension, the Public Works Director or **his** **their** designee may grant permission for a private line extension to service not more than one (1) customer.

2-1-18 (A) WATER RATES

Single Family					
Block Thresholds (gallons)	Rate (\$/1,000 gal)				
	07/01/2024 to 12/31/2025	01/01/2026 to 12/31/2026	01/01/2027 to 12/31/2027	01/01/2028 to 12/31/2028	Beginning 01/01/2029
First 3,000	\$ 5.10	\$ 5.73	\$ 5.86	\$ 5.99	\$ 6.12
Next 7,000	7.65	8.60	8.79	8.98	9.18
Next 10,000	11.47	12.89	13.18	13.47	13.77
Over 20,000	22.95	25.79	26.36	26.94	27.54

Multi-Family					
Block Thresholds (gallons per unit)	Rate (\$/1,000 gal)				
	07/01/2024 to 12/31/2025	01/01/2026 to 12/31/2026	01/01/2027 to 12/31/2027	01/01/2028 to 12/31/2028	Beginning 01/01/2029
First 1,700	\$ 4.80	\$ 5.40	\$ 5.52	\$ 5.64	\$ 5.77
Next 3,300	7.21	8.11	8.29	8.47	8.66
Next 5,000	10.81	12.15	12.42	12.70	12.98
Over 10,000	21.62	24.31	24.85	25.41	25.97

2-1-18 (B) 2.NON RESIDENTIAL

Block	Rate (\$/1,000 gal)				
	07/01/2024 to 12/31/2025	01/01/2026 to 12/31/2026	01/01/2027 to 12/31/2027	01/01/2028 to 12/31/2028	Beginning 01/01/2029
1	\$ 5.36	\$ 5.93	\$ 6.04	\$ 6.16	\$ 6.28
2	8.04	8.89	9.06	9.24	9.42
3	12.05	13.34	13.60	13.86	14.13
4	24.11	26.67	27.19	27.72	28.26

2-1-18 (B) 3.

Block	Rate (\$/1,000 gal)				
	07/01/2024 to 12/31/2025	01/01/2026 to 12/31/2026	01/01/2027 to 12/31/2027	01/01/2028 to 12/31/2028	Beginning 01/01/2029
Construction Hydrant	\$ 7.00	\$ 8.33	\$ 8.57	\$ 8.81	\$ 9.42
Bulk Water Dispensing Station	14.69	15.27	15.38	15.49	15.76

2-1-18 (D) MONTHLY FIXED CHARGE

Meter Size	07/01/2024 to 12/31/2025	01/01/2026 to 12/31/2026	01/01/2027 to 12/31/2027	01/01/2028 to 12/31/2028	Beginning 01/01/2029
5/8"	\$ 17.58	\$ 19.52	\$ 19.91	\$ 20.30	\$ 20.71
3/4"	18.54	20.58	20.99	21.41	21.84
1"	20.99	23.30	23.77	24.25	24.73
1 1/2"	25.81	28.65	29.22	29.80	30.40
2"	34.08	37.83	38.59	39.36	40.15
3"	50.70	56.28	57.41	58.56	59.73
4"	74.43	82.62	84.28	85.96	87.68
6"	133.73	148.44	151.41	154.44	157.53
8"	205.05	227.61	232.16	236.80	241.54

2-1-18 (E) AQUIFER PROTECTION FEE

Meter Size	Beginning 07/01/2024
5/8"	\$ 0.72
3/4"	1.08
1"	1.20
1 1/2"	2.40
2"	3.84
3"	7.20
4"	12.00
6"	24.00
8"	38.40

~~(K) Fire Protection Fee: Developed properties that front City water mains within City limits that do not receive City water service shall pay a monthly water base rate fee in order to assist in the maintenance and upkeep of the City's water system, which provides fire protection benefiting their property.~~

2-1-21 (B) WASTEWATER RATES

	07/01/2024 to 12/31/2025	01/01/2026 to 12/31/2026	01/01/2027 to 12/31/2027	01/01/2028 to 12/31/2028	Beginning 01/01/2029
Monthly Base Charge					
Residential	\$ 25.33	\$ 29.64	\$ 32.01	\$ 34.25	\$ 36.31
Nonresidential	25.33	29.64	32.01	34.25	36.31
Volume Charge (per 1,000 gallons)					
Residential	\$ 8.97	\$ 10.36	\$ 11.13	\$ 11.86	\$ 12.52
Nonresidential	8.72	10.21	11.03	11.81	12.52

2-1-22 (H) SEPTAGE HAULERS

Volume Charge (per 1,000 gallons)				
07/01/2024 to 12/31/2025	01/01/2026 to 12/31/2026	01/01/2027 to 12/31/2027	01/01/2028 to 12/31/2028	Beginning 01/01/2029
\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.11

2-1-57 EFFLUENT LINES: CONNECTIONS:

Effective Period	Volume Rate Per Acre-Ft
07/01/2024 to 12/31/2025	\$1,432
01/01/2026 to 12/31/2026	\$1,590
01/01/2027 to 12/31/2027	\$1,622
01/01/2028 to 12/31/2028	\$1,654
Beginning 01/01/2029	\$1,687

ORDINANCE NO. 2024-1862

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE II, CHAPTER 2-1, SECTIONS AND SUBSECTIONS: 2-1-12(A), 2-1-12 (B), 2-1-18(A), 2-1-18(B)(2), 2-1-18(B)(3), 2-1-18(D), 2-1-18(E) AND 2-1-18(K); SECTION 2-1-21(B); SECTION 2-1-22(H); AND SECTION 2-1-57; ADDING A SEVERANCE CLAUSE; AND PROVIDING FOR PENALTIES

RECITALS:

WHEREAS, A.R.S. §§9-511, 9-511.01, *et seq.*, provides Arizona municipalities to adjust water and wastewater utility rates, and water and wastewater capacity charges and fees; and,

WHEREAS, water and wastewater capacity charges and fees are established for the purpose of charging the cost of additional system capacity to new customers; and,

WHEREAS, the City of Prescott has found it is necessary to update, add, adjust and increase water and wastewater rates, capacity charges and fees; and,

WHEREAS, the City wishes to change language to update, increase, add and otherwise amend Title II, Chapter 2-1, Sections and Subsections 2-1-12(A), 2-1-12 (B), 2-1-18(A), 2-1-18(B)(2), 2-1-18(B)(3), 2-1-18(D), 2-1-18(E) AND 2-1-18(K); Section 2-1-21(B); Section 2-1-22(H); AND Section 2-1-57; and,

WHEREAS, Resolution No. 2024-1889 establishes the document titled “Replacement Tables for Water and Wastewater Rates” as a public record and that public record contains the amendments to Title II, Chapter 2-1, more specifically addressed in the previous recital; and,

WHEREAS, the “Replacement Tables for Water and Wastewater Rates” contains the newly adopted water and wastewater utility rates, and water and wastewater capacity charges; and,

WHEREAS, that document (“Replacement Tables for Water and Wastewater Rates”) is intended to be adopted by this ordinance by reference.

ENACTMENTS:

SECTION 1. Upon the effective date of this Ordinance, the document titled “Water and Wastewater Rates”, which was made a public record by Resolution No. 2024-1889, is hereby adopted by this reference and supersedes and replaces all previous versions of Prescott City Code Title II, Chapter 2-1, Sections and 2-1-12(A), 2-1-12 (B), 2-1-18(A), 2-1-18(B)(2), 2-1-18(B)(3), 2-1-18(D), 2-1-18(E) AND 2-1-18(K); Section 2-1-21(B); Section 2-1-22(H); AND Section 2-1-57.

[Type here]

SECTION 2. SEVERANCE CLAUSE: The provisions of this Ordinance and the Code and Code Amendments it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance, or any Code and Code Amendments that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code and Code Amendments it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code and Code Amendments it incorporates shall stand, notwithstanding the invalidity of any part thereof.

SECTION 3. PENALTIES: All penalties contained in Title II, Chapter 2-1, *et seq.*, shall survive these Amendments and remain in full force and effect, up to and including misdemeanor criminal penalties, upon conviction thereof shall be punishable as provided in Section 1-3-1 of the Prescott City Code.

PASSED AND ADOPTED by the Council of the City of Prescott, Arizona, on this 28th day of May, 2024.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP, City Clerk

JOSEPH D. YOUNG, City Attorney

[Type here]

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)

County of Yavapai) ss.

I, the undersigned Maureen Scott, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2024-1862 is a true, correct and accurate copy of Ordinance No. 2024-1862 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2024, 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 _____, 2024.

Seal

City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Finance
ITEM #: 11.C
SUBJECT: Public Hearing Regarding the Infrastructure Improvement Plan (IIP) & Land Use Assumptions (LUA) for Development Impact Fees.

ITEM SUMMARY

This is the Public Hearing on the Infrastructure Improvement Plan (IIP) and Land Use Assumption (LUA) for both the utility (water and wastewater) and non-utility (streets, police, fire) development impact fees.

BACKGROUND

Development Impact Fees for infrastructure are assessed to contribute to costs associated with various infrastructure and necessary public service improvements that need to be expanded as a direct result of development within the City of Prescott. The fees are paid in conjunction with building permits for new construction. New development areas can require substantial investment and construction of capital facilities before or in conjunction with future development, depending on the location of the development and existing infrastructure.

Staff has been working with Raftelis, the City's consultant, to refine and develop the IIP and LUA. Council held a workshop on the proposed IIP and LUA for the development impact fees on May 17, 2024. All documents associated with this process are posted to the City's website at <https://prescott-az.gov/utility-billing/current-rate-study/>. The remaining steps in the statutory process of evaluating and setting the fees are as follows:

July 9, 2024 - Council Workshop - Study session on the development impact fees.
July 9, 2024 - Council Voting Meeting - Adoption of the IIP and LUA, Adopt notice of Intent and set public hearing on impact fees.
August 27, 2024 - Council Voting Meeting - Public hearing on impact fees
October 8, 2024 - Council Voting Meeting - Adoption of impact fees
January 1, 2025 - New impact fees in effect.

FINANCIAL IMPACT

The IIP and LUA are the basis for determining the proposed Development Impact Fees which are critical in the funding of needed infrastructure.

RECOMMENDED ACTION

MOVE to close the public hearing

ATTACHMENTS

None



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Community Development
ITEM #: 11.D
SUBJECT: Adoption of Ordinance No. 2024-1861 & Approval of WSA24-017 - A Request for a Rezoning from SF-18 (Single Family) to BG (Business General) & a Water Service Application for an Additional 2.1 Acre-Feet Per Year for a Thirty-Six (36) Unit RV Park on a 2.14 Acre Parcel. Location: APN 112-05-058b, 1646 Iron Springs Road. Property Owner: KL HB LLC. Applicant: Leah Beck.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED ON 1646 IRON SPRINGS ROAD FROM RESIDENTIAL SINGLE FAMILY (SF-18) ZONING DISTRICT TO BUSINESS GENERAL (BG) ZONING DISTRICT

ITEM SUMMARY

The subject property is currently zoned residential Single-family 18 (SF-18) located off of Iron Springs Road. The properties around the subject site is BG to the east, MF-M to the west and north, BR and County to the South. It is the request of the property owner to rezone the 2.14 acre parcel to Business General (BG) for the purpose of constructing infrastructure and creating 36 RV sites. Amenities for the RV Park will consist of an office, 2 full bathrooms and laundry.

BACKGROUND

The property is currently vacant and the property owner purchased the property in July of 2023. On April 25, 2024, the Planning and Zoning Commission reviewed the request and voted 6 to 1 to recommend approval of the request, subject to being in substantial compliance with the site plan. On May 7, 2024, the Water Issues Subcommittee reviewed the proposed Water Service Application (WSA24-017) for the proposed RV Park and voted to recommend approval. A demand analysis was prepared by the Applicant, using WRMM multiplier. The RV Park will utilize existing trees and natural landscape as much as possible and there is little outdoor water use anticipated. The water use for the RV's and onsite facilities is estimated at 0.10 acre-feet per year for each RV hookup. The total anticipated usage estimate is 3.6-acre feet per year. Per the existing 1965 Water Service Agreement for Iron Springs, the project is entitled to up to 15 connections based on the agreement for a total of 1.5 acre-feet per year of water. Approval of this request would provide an additional 2.1 acre-feet per year of water for the proposed 36 RV unit hookups.

Proposed Project

The proposed project includes the creation of 36 RV sites with amenities consisting of full bathrooms and laundry facilities. This would be considered an infill development due to sewer and water are in the area to provide the required infrastructure for this project.

Code Compliance

City staff from various departments have reviewed the conceptual project and found that it appears to meet City Code requirements. These are preliminary determinations based upon the limited information available at this time. If the rezoning is approved, much more detailed plans will be required and a more detailed examination by staff will occur.

Compatibility

This property is bounded by apartments on the west and commercial office to the east. The area has an eclectic mix of commercial uses. Compatibility is achieved because of the nature of this project and there are pre-existing mobile home and RV parks on the south side of Iron Springs Road.

The 2015 General Plan designated this area for Commercial for typical or regional commercial uses. The proposed rezoning meets the General Plan designation for this project.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

1) MOVE to approve WSA24-017; and 2) MOVE to adopt Ordinance No. 2024-1861 in substantial conformance with the approved site plan

ATTACHMENTS

1. Narrative
2. Pictures and Maps
3. Photos from Applicant
4. Opposition Letters
5. Ordinance No 2024-1861
6. Exhibit A Legal Description
7. Exhibit B Survey Map

Rezone Application

January 8, 2024

Site Address: 1646 Iron Springs Road

City, State, Zip Code: Prescott, AZ 86305

Applicant: Leah Beck

Owner: KL HB LLC, Leah Beck Single Member LLC.

Project Number: PAC 23-076

Description: 36 Site RV Park

City of Prescott Project reviewers,

I would like to apply for rezoning of the parcel at 1646 Iron Springs Road for a 36 site RV Park. The parcel is currently zoned SF-18. Per the PAC meeting notes it needs to be rezoned to Business General. I believe the RV Park will fit into the current area and it will benefit the city by providing more short term and long-term rentals for residents and visitors. The current zoning does not fit in that area as it is surrounded by commercial/mixed business use and would be an odd place to have a single-family home.

BIO

I was born in Phoenix, Arizona in 1978. My family moved us back to Maryland where my grandfather lived and mother grew up, shortly after my birth. My grandfather retired from the Air National Guard and from the government where he fought for equal wages and safe work environments. We moved back to Arizona in 1984 to Chino Valley. My father's family is in Arizona. My father self-built our childhood home and started his businesses. My dad stayed self-employed and was very successful. My mother helped operate the businesses and managed the finances. I learned so much from them and was always interested in what they were doing. I remember my dad always reading blue prints and showing us what he was working on. My brothers became successful contractors and make and build beautiful HGTV type renovations. We all loved working together and learning how to build growing up. My father helped build Chino Valley High school where I graduated from. Originally planning to go to MIT, I stayed close to home and I studied computer engineering at NAU and changed majors and became an RN after volunteering in the ER during a summer at YRMC. I have been an RN for almost 24 years. I also worked as an EMT for Lifeline Ambulance here in Prescott in the late 1990's while I finished school. I always wanted to be an engineer, an architect, or an accountant like my mom.

But something called me to take care of people. I never stopped engineering or dreaming about projects. I moved to Phoenix in 2000 and worked and excelled in Intensive Care, Cardiac Intensive Care, Trauma, Neurological Intensive care, and many other areas. I earned a Daisy Award for excellent patient care. I enjoyed teaching and precepting many students and coworkers over the years. And have been told I am an excellent leader and educator. I am currently an RN at Dignity YRMC. Finally, back home where I started and so thankful to be in Prescott again. I am also an active AZ Realtor and have been since 2005. Arizona is my home. I graduated from Yavapai College and NAU. I have a BSN in Nursing. I have owned other small business throughout the years. I have self-renovated and bought and sold homes in Arizona. I love building and developing and looking forward to a lifelong dream of developing, building, and running my own RV park. I also have been involved and interested in government, as my grandfather always encouraged me. I was a precinct committeeman in Peoria for some time and I study local issues and solutions. I have raised my children here; my extended family is all throughout the state. My daughter is a newly promoted Petty Officer in the US Navy and Hospitalman Level 3, studying to be a physician. We even have street names with our family name on them.

I love traveling, any athletic sport, and the outdoors. I believe I was the first girl to make the Little League All Star Team in AZ in 1990. I love skiing, hunting, hiking, cycling, triathlon's, bowling, golfing, pickleball, really anything that is active. I am a member of USPSA, a shooting association. I love nature and preservation. I am a recent breast cancer survivor and 100% cured because of the amazing Dignity Health surgeons. Prescott and the surrounding area are so beautiful and have so much to offer. I remember when Chino did not have stop lights or even a grocery store. I am glad that our cities have grown, but I am also glad that the Prescott area I

grew up with is still here. Business, leadership and caring for people is in everything. I support keeping our traditions and keeping our town special. I look forward to supporting local business, residents, and tourists in our beautiful city.

About Our Parcel

The current parcel is undeveloped vacant land with several mature trees and grass, etc. The parcel is relatively flat with good drainage. Utilities are near the property. With the RV Park development, the land will be graded and leveled and as many plants and trees will be kept as possible to provide shade and landscaping to sites. Utilities will be run to each site with individual pedestals. Gravel roads and pads will be made in accordance with local zoning laws.

Water

Engineers have shown us that there is a water main in the middle of Iron Springs Road that we can access for our project. The City of Prescott says it is also possible that we may be able to use the existing water supply that is at the south west corner of the property. Per our research with the city, and comparison studies with other local RV parks, the projects estimated water use is +/-0.10 Acre Feet of Water per Year, per Unit. Estimates show 1.5 times multiplier for landscaping to be used, but we believe it will be much less for the landscaping. We have consulted a Sustainable Landscape Designer, per the designer, there are several mature trees and plants that will not require watering as they are well established and healthy per our consult. Most of the property will be used for roadways and RV/Parking. These spaces and areas will not allow additional landscaping due to the traffic from vehicles and people.

Regarding comments on page 5 of the PAC follow up comment letter, the old water agreement (when the land was county) is no longer in effect.

Sewer System

City sewer is at the property per the local Civil engineer. The Park will have hookups at each site and at the office/laundry/bathroom that will connect per city code to the city sewer system.

Landscaping

The property has many mature, healthy trees and grasses, wild flowers, etc. Many of these can be preserved for the park. There are several large boulders and rocks on the site that will be used for additional natural landscaping and retention as needed. The parcel is surrounded by mountains and natural rock and trees. There is a large area of rock on the west side of the parcel, several mature trees and a man-made retention wall that was built for the adjoining property out of native rocks. Our plan is to maintain this look throughout the property to keep a natural Prescott area feel, as this is what drew us to this property for our project. We want to maintain the natural landscape.

RV Sites

Total number of sites proposed is 36. They will range from 2700 sq feet to 1200 square feet. The average square foot of a 5th wheel trailer is 350 sq ft to 400 sq ft. The average square feet of a 40-foot RV are 320 sq ft. The average square feet of a full-size truck are between 108 and 160 sq ft. There will be ample space for 2 vehicles at each site, the trailer or RV, as well as a picnic table area.

Site Built Buildings

There will be no proposed site-built buildings. The office will be a 10 ft x 40 ft trailer with ADA ramp/deck to house the office, 2 full bathrooms and laundry facility for the park. It will be approximately 13 ft 6 in tall. There will be a proposed common area on the west side of the park that will have a 20 ft wide x 20 ft wide x 13 ft 6 in high at the apex.

Parking and Business Hours

There will be space for 2 vehicles per camp site including trailer. We will also have easy pull in temporary parking by the office either for RV's or vehicles for check in. There will also be handicap parking located at the front office. There will be parking at the rear of the RV park for employees. There will be one entrance/exit for the property which will minimize traffic flow off and on Iron Springs Road. This also creates a safe loop for visitors and residents to turn around without having to go back out onto Iron Springs Road.

There will be 1 employee that runs the park from 7 am to 8 pm, winter hours vary. We will have a camp host who lives on the premise that will help with 24-hour support or an employee will be on call. There will be a website that assists with check in and out, takes payment, answers park questions, helpful tips, etc.

Sample RV Park Rules/Check In & Out Times

RV check in and Park Office address is:

1646 Iron Springs Road

Prescott Arizona, 86305

- Check-in and check-out times:

- the check-in time is any time after 1:00 p.m. Mountain Standard Time
- the check-out time is by 11:00 a.m. Mountain Standard Time
- Our hours of operation are:
 - 7:00 a.m. – 8:00 p.m. during the summer
 - 8:00 a.m. – 7:00 p.m. during the winter (beginning November 4)
- Short term and long-term Rentals available
- Pads are required under all jacks or stabilizers
- Sewer hoses need to be supported on a ramp
- An air-tight sewer connector is required

RV Park Highlights

- Ultra-clean and maintained with pride
- Beautiful Mature Trees, rocks, clear view of Thumb Butte
- 36 extra-wide 30' spaces, 30 and 50 amp
- 5-65'+ long sites
- 18-50'+ long sites
- 13-40'+ long sites
- Back in only, no pull-thru
- Water and sewer hook ups

- HDTV from DirecTV*
- Free wireless Internet access
- Laundry facilities
- Showers
- Only 2.9 miles (8 min drive) from Prescott Courthouse Square and Whiskey Row.
- Only 1.5 miles from the Prescott Rodeo Grounds and World's Oldest Rodeo.
- Only 4.1 Miles (10 min drive) to Thumb Butte Hiking Trail and Recreational area.
- Only 6.6 Miles (14 min drive) Watson Lake with Kayaking, Hiking and Fishing.
- Within 15 min or less of shopping, hiking, boating, fishing, cycling trails, entertainment, food, and yearly activities.
- Open all year

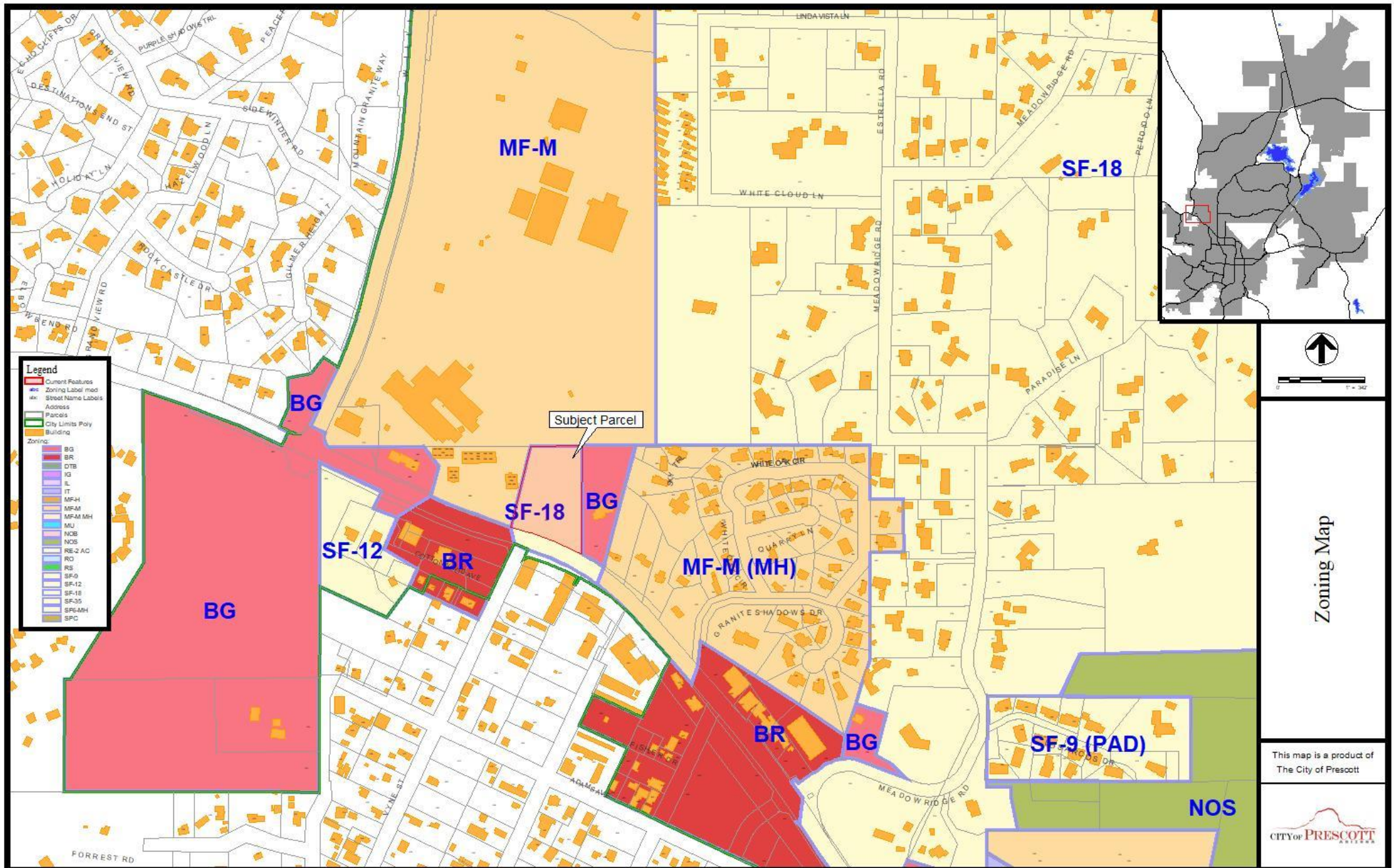
We are very excited to continue to work on this project with you. Please contact me with any questions.

Thank you,

Leah Beck, Owner KL HB LLC, and Owner of Proposed Prescott RV Park, LLC.

prescottrvpark@gmail.com

602-326-6184





Subject Parcel

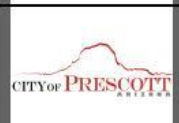
- Legend**
- Current Features
 - Street Name Labels
 - Address
 - Street
 - Parcels



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Imagery Map

This map is a product of
The City of Prescott







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Tammy Dewitt

From: Mary Layman
Sent: Thursday, April 25, 2024 6:09 AM
To: Planning
Subject: REZ24-001 Comments

Hello Planning and Zoning Commission,

I am writing to offer commentary on the REZ24-001 proposal to allow a 36 unit RV Park on land currently zoned as single family. I understand you will consider this issue at 9:00 today. I found out about the meeting this morning, and as I am a teacher I cannot attend the meeting. Please allow my concerns to enter into your consideration.

I live in Granite Shadows Estates at [redacted] in a home that overlooks and is adjacent to the property in question. I am familiar with the serene character of the land. There is abundant wildlife activity in the area, with bobcats, owls, hawks, skunks, deer, javelina, and occasionally a raccoon. This place is one of those rare Prescott oases, with plenty of granite boulders to shelter our wild neighbors, native plants including oak and pinyon trees to feed them, and an ephemeral drainage. The land provides a corridor to Prescott's Community Nature Center and is adjacent to Abia Judd and Granite Mountain School.

I am a lifelong Arizonan, and Prescott is my hometown. My husband and I are in escrow to purchase a home at [redacted]. The property we are purchasing is also adjacent to the property that is proposed for rezoning.

When we entered into our contract, the ownership and use of the surrounding land was a significant factor in our decision to purchase. Finding out about this rezoning was a shock and a disappointment.

I write in hope that you will consider the impact this decision will have on the surrounding neighborhood. We all assumed there would be another family living nearby, someone who would love the neighborhood and care for its natural beauty and wild neighbors. A single family would not impact the quiet soundscape, and would not impact the infrastructure in the way that 36 RV units would. I am concerned about the inevitable trespass on our properties. Travelers will surely be curious and want to explore the surrounding area.

1. Has an environmental impact study been completed? If so, where can I obtain a copy?
2. Will the RV park be fenced in a way that shows a boundary for human trespass but allows wildlife to pass?
3. Will there be restrictions on length of stay?
4. Will pets be allowed free access to surrounding areas?
5. Have studies been done as to the impact on traffic, water, power, sewer, and law enforcement?
6. Will there be new traffic control measures? It is challenging to enter the main thoroughfare on Iron Springs without traffic control as the flow from Williamson Valley Road and to and from the schools is heavy in the morning and evening.

I hope that your decision will be to refuse this proposal, or to negotiate with the owner to mitigate the impact on the neighborhood.

Best regards,

Mary Layman

To: The members of the City of Prescott Planning Committee

Re: A. REZ24-001: A Request for a Rezoning from SF-18 (Single Family) to BG (Business General) Allowing for a Thirty-six (36) Unit RV Park on a 2.14 Acre Parcel. Location: APN 115-06-112E, 1646 Iron Springs Road. Property Owner: KL HB LLC. Applicant: Leah Beck.
Recommended Action: MOVE to recommend approval of REZ24-001

For your Consideration.

My name is Susan Adams and I have lived in Prescott for 30 years. During those thirty years I have worked for the Yavapai County Board of Supervisors, the City of Prescott on several project and for 2 Arizona Governors.

Generally speaking, I am accepting of the changes I have seen over the years even though I might be deeply impacted or saddened by them; however, in regard to the proposed RV Park I have concerns. I was surprised when I saw that it was “recommended for approval” because its design is antithetical to current RV Park design.

My concerns are as follows:

1. RV Spots per Acre

When researching RV park design, the standard recommendation was 10 to 12 RV sites per acre. The proposed RV park is at least 10 RV spots more than recommended number.

2. Design Considerations

- Spacious Lanes and Parking: Design wide lanes and parking spots to allow guests to maneuver their RV's easily.
- Include parking for tow-vehicles often associated with Motorhomes.
- It appears that the designed to be property line to property line with little to no green spaces. As the Preliminary Site Plan suggests, almost the entire 2.14 acres will be cemented over.

3. Location Considerations

- Just a reminder, the rear of this property is adjacent to Abia Judd Elementary School and the Central Yavapai Fire Department is “one door down.”
- Happily there is a center lane for turning left or joining the flow of traffic but traffic is becoming more dense at the intersection of Iron Springs and Williamson Valley, especially when parents are trying to get their children to Abia Judd on time.

4. Known problems with RV Parks (these are problems cited by RV Park users not from annoyed neighbors)

- Increases in water use because visitors are blissfully unaware of water conservation and increases sewage accumulated from days on the road.
- Dogs that bark constantly
- Loud parties that go late into the night
- Unpleasant messes that go uncleared for days

Obviously, these things can happen with residences as well. Nonetheless, the natural “containment of behaviors” that happens when you live in community is not there because you will be gone tomorrow. It also concerns me that the owners do not live in our community. Rapid deterioration of an RV Park is not uncommon. Most employees do not feel the same responsibility to the community as an owner would.

I won't go deeply into environmental effects of paving over 2 acres of land that has supported life. I can tell you that our insect population is very small now. We used to have 1000's of beetles that came every summer. Since the apartments went in adjacent to this proposed RV park only a handful of beetles have arrived in the summer. They are an important asset to the food chain. They have vanished like the bats, the foxes, the raccoons, the porcupines and the deer that used to populate the area.

Please consider at least a reduction in the number of RV site on this property.

With Warm Regard,

Susan E. Adams

ORDINANCE NO. 2024-1861

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED ON 1646 IRON SPRINGS ROAD FROM RESIDENTIAL SINGLE FAMILY (SF-18) ZONING DISTRICT TO BUSINESS GENERAL (BG) ZONING DISTRICT

RECITALS:

WHEREAS, the owners of certain properties within the corporate limits of the City of Prescott have requested a rezoning of their property; and

WHEREAS, the Planning and Zoning Commission of the City of Prescott has held public hearings regarding said rezoning; and

WHEREAS, the City Council of the City of Prescott has determined that it would be in the best interest of public necessity, interest, convenience or general welfare to rezone certain property; and the rezoning is consistent with the General Plan; and

WHEREAS, the requirements of Section 9.15 of the City of Prescott *Land Development Code* have been complied with.

ENACTMENTS:

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

SECTION 1. THAT the parcel of land, further described in Exhibit "A" and "B", which is attached hereto and incorporated herein, consisting of approximately 2.14 acres, is hereby rezoned as follows: Single Family (SF-18) zoning district to Business General (BG) Zoning District.

SECTION 2. THAT the Mayor and Staff are hereby authorized to take all necessary steps to effectuate such rezoning.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this ____ day of May, 20224.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH SIEP, City Clerk

JOSEPH YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Maureen Scott, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2024-1861 is a true, correct and accurate copy of Ordinance No. 2024-1861 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2024, 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 _____, 2024.

Seal

City Clerk

EXHIBIT "A"

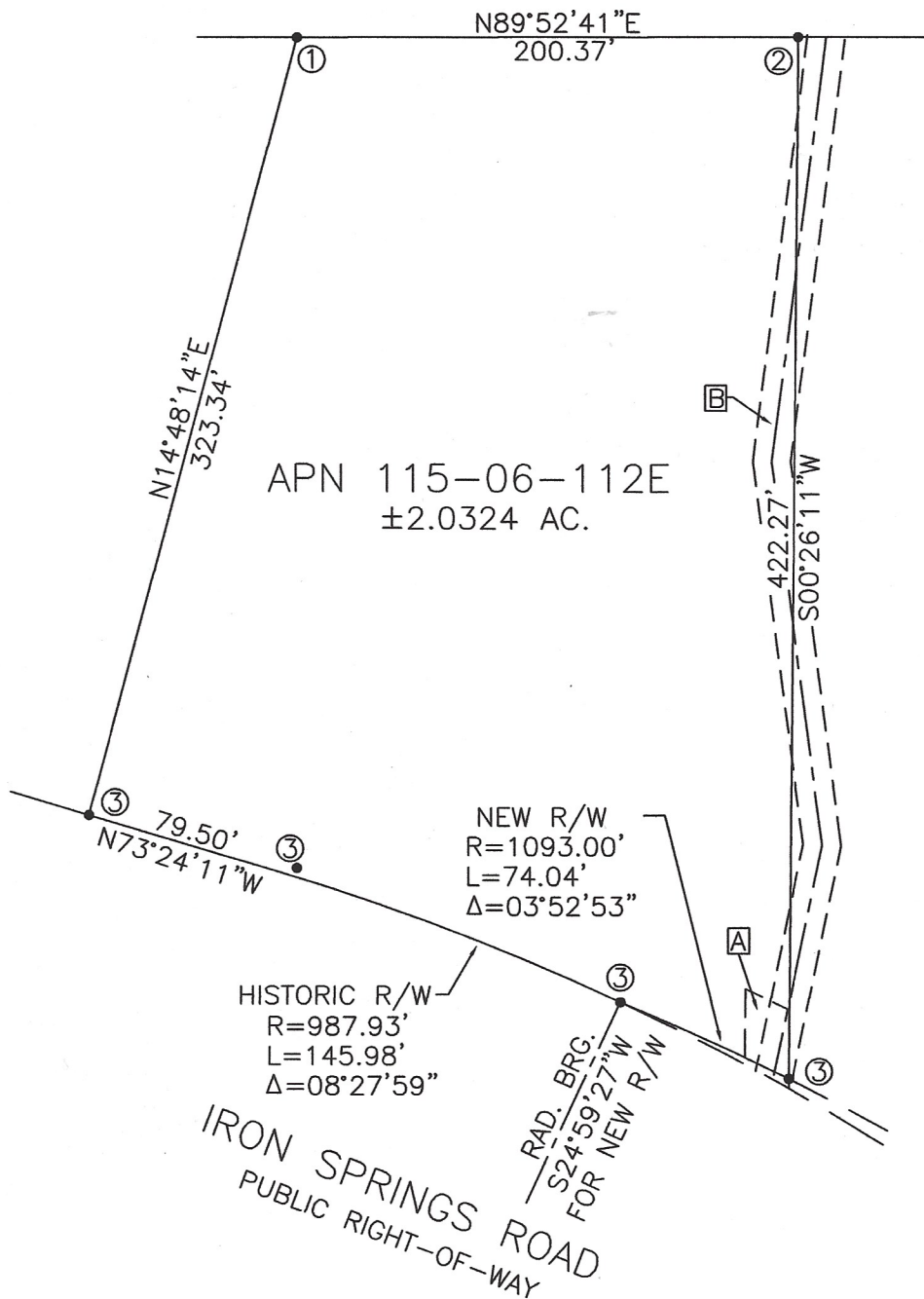
All that portion of Section 29, Township 14 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

Beginning at a point used locally as the Northwest corner of said Section 29; thence North 89° 56' East, 835.80 feet, along the South line of the Granite Mountain Jr. High School Tract, to the TRUE POINT OF BEGINNING;

Thence 89° 56' East, 200.00 feet, along the South line of the Granite Mountain Jr. High School Tract; thence South 00° 25' 30" West, 422.30 feet to a point on the Northerly right of way line of Iron Springs Road; thence Northwesterly, 221.75 feet, along the Northerly right of way line, on a curve to the left having a radius of 987.93 feet; thence North 73° 19' 30" West, 79.61 feet, along said Northerly right of way line; thence North 14° 52' East, 323.19 feet to the TRUE POINT OF BEGINNING.

TOGETHER with an easement for sewer line from the East line of said premises to the existing sewer main as described in instrument recorded in Book 929 of Official Records, page 248.

A. P. No. 115-06-112E



APN 115-06-112E
±2.0324 AC.

HISTORIC R/W
R=987.93'
L=145.98'
Δ=08°27'59"

NEW R/W
R=1093.00'
L=74.04'
Δ=03°52'53"

IRON SPRINGS ROAD
PUBLIC RIGHT-OF-WAY

RAD. BRG.
S24°59'27"W
FOR NEW R/W

SURVEY OF A PORTION OF SEC. 29, T14N-R2W, G&SRB&M, YAVAPAI COUNTY, ARIZONA

PER DEED IN INSTRUMENT 2014-0048405 QCD, Y.C.R.O.

BASIS OF BEARINGS PER CITY OF PRESCOTT R.O.S
IN BK. 77 L.S., PG. 45, Y.C.R.O.

ONLY EASEMENTS EFFECTING PROPERTY SHOWN HEREON.

- ① = FOUND 1/2" REBAR W/CAP "LS27738".
- ② = FOUND 1/2" REBAR W/CAP "LS12005"
- ③ = SET 1/2" REBAR W/CAP "LS13941".

- Ⓐ = DRAINAGE EASEMENT BK. 4316 O.R., PG. 294, Y.C.R.O.
- Ⓑ = SANITARY SEWER EASEMENT BK. 1392 O.R., PG. 672 &
BK. 1740 O.R., PG. 264, Y.C.R.O.



NEXUS SOUTHWEST, LLC
REGISTERED LAND SURVEYORS
212 S. MARINA STREET
PRESCOTT, AZ. 86303
(928) 778-5101

JOB NO: 19-072	DRAWN: GMH
CREW: RR/RF	DATE: 4-30-19
CLIENT: C. CORNELL	CHECKED: GMH
SCALE: N.T.S.	DATE: Page 289 of 324



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Community Development
ITEM #: 11.E
SUBJECT: SITE23-015 & WSA23-063: Site Plan Review and Water Service Application for QuikTrip Fueling Station & Convenience Store. Zoning: BR (Business Regional). Location: APN 112-05-058b, 2280 E State Route 69 Prescott, AZ 86301. Property Owner: Sarti Properties Limited. Applicant: Daniel Chambers- QuikTrip Corporation.

ITEM SUMMARY

The project site is approximately 5-1/2 acres, is currently vacant and is bordered by [Yavapai] County land to the north. The project proposes a new, 5213 square foot convenience store and a 7287 square foot fueling canopy with eight double stack pumps.

Extra landscaping and a 6' wall will be provided along the northern edge of the development. The wall will be constructed of block to match the main building. The outdoor light poles will not exceed 14' tall when within 100' of the residential [County] zoning district to the north. Full landscaping and photometric plans will be required at time of building permit and will need to comply with the Land Development Code (LDC) Sections 6.5 and 6.11, respectively. A landscape plan has been provided that meets City requirements.

The proposed total number of parking spaces for the building is 42 parking spaces, including two standard handicap spaces and one van accessible space. This does not include parking at pumps/queueing. Ingress will be taken by a right only off Highway 69, with egress occurring through the Lowe's entrance (Holiday Drive) immediately adjacent to the east.

BACKGROUND

Per the Amended 2022 City of Prescott Water Policy, in order to receive water service from the City, a Water Service Agreement (WSA) application shall be submitted in conjunction with the project's formal planning application to be reviewed by either the Planning and Zoning Commission, or Board of Adjustment. In the event the project scope does not require planning application per the Land Development Code, then the WSA application submittal package shall include a basic site-plan if exterior improvements are included in the project scope, or a basic floor-plan to be reviewed by City staff. The intent of the basic site-plan or floor-plan is to provide staff with adequate information to determine projected water usage and proper routing of the project through the water policy.

The Planning and Zoning Commission reviewed the Site Plan Application at their February 29, 2024 meeting and approved it (6-1) with a condition to preserve the undisturbed portion of the property north of the developed site and to require a six-foot retaining wall north of the site.

The Board of Adjustment reviewed the Site Plan & Landscaping Plan as part of the Conditional Use Permit (CUP) process over three meetings (2/15/24, 3/21/24 & 4/18/24). The Board approved the CUP application (5-1) with a reinforcement of the Planning & Zoning Commission conditions.

At their May 7, 2024 meeting, the Water Issues Subcommittee unanimously recommended approval of the Water Service Agreement per the Site Plan. A demand analysis was prepared by the applicant, using other comparable QuikTrip stores. Arizona Department of Water Resources

recommends a multiplier of 1.5-acre feet per year for landscaping. The proposed indoor usage is 2.38-acre feet per year, and the proposed landscaping usage is 1.29 acre-feet per year. The total anticipated usage estimate is 3.67-acre feet per year.

Additional Request of Water Issues Subcommittee:

- Move underground storage tanks to behind the building, further away from the wash.

Applicant has completed the following processes:

Application received: 12/06/23

Planning & Zoning Commission: 02/29/24

Board of Adjustment: 02/15/24, 03/21/24 & 04/18/2024

Water Issues Subcommittee: 05/07/24

City Council Voting Session: 05/28/2024

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

1) MOVE to approve WSA23-063; and 2) MOVE to approve SITE23-015 as presented

ATTACHMENTS

1. 1SITE23-015 Narrative
2. 2 SITE23-015Aerial Map
3. 3 SITE23-015Zoning Map
4. 4 SITE23-015 Final Site Plan
5. 5 SITE23-015 Final Landscape Plan

SITE PLAN/CUP NARRATIVE

QT #1548 – NEC of State Route 69 and Prescott Canyon Drive



APPLICANT:



Daniel Chambers

QuikTrip Corporation

1116 East Broadway Road

Tempe, AZ 85282

(480) 446-6321

dchamber@quiktrip.com

DESCRIPTION OF REQUEST

QuikTrip Corporation would like to begin the Site Plan Application process for our newest store in Prescott. We are excited to begin development on this project.

DESIGN & LANDSCAPING

QuikTrip's proposed store features a number of upgraded architectural features to the exterior aesthetics of its buildings, as well as significantly expanded offerings inside its stores. This proposed building utilizes high-quality materials.

The proposed store is 5,312 square feet and is our new, more efficient version of our successful Gen III. The building will predominantly feature stucco construction in "Tan" with accent bands of contrasting "Midnight". Additionally, the front of the store façade has Stacked Stone accents in "Sonoma" to provide variation between the materials. Pedestrian shading is provided by metal awnings with "QT Red" components. The store also prominently features large windows with steel framing, creating a sleek juxtaposition to the stone elements.

Inside, this QuikTrip will feature a newly designed full service counter. This new addition to QT provides a larger variety of products to our customers including ice cream cones, pizza, warm pretzels, toasted sandwiches and now full sub sandwiches. Hot and cold specialty coffees, smoothies and shakes are also served out of the full service counter.

Site layout is another area QuikTrip has been working to make more efficient. Our new building design, the additional services and the multiple entrances have added a need for sufficient parking on the site. This store will be able to provide the ultimate level of customer service to patrons with our new food and drink offerings, many of which will enjoy while on our premises. While these customers enjoy our products, it is vital to have parking available for other customers as well.

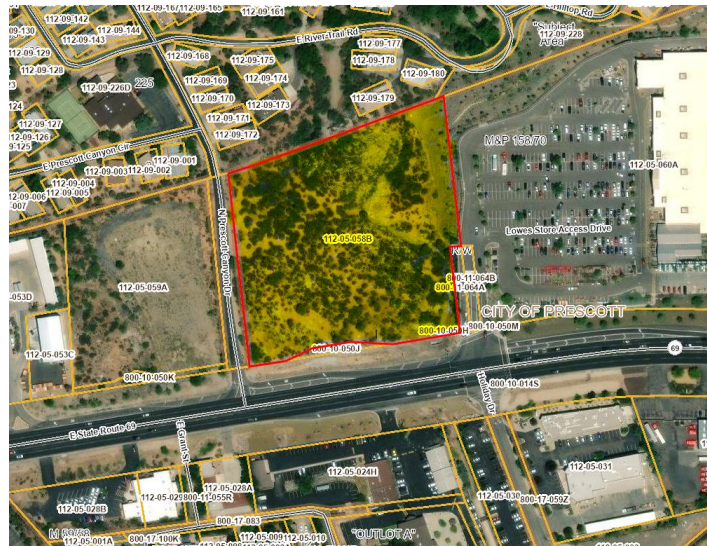
In conjunction with our site layout, QuikTrip strives to landscape our premises in a way that enhances our customers' experience. On our lot, landscaping islands are used to break up rows of parking spaces to reduce the heat island effect, as well as provide on-site shade. Around our building, at-grade planters will be used to tie the landscaping into our overall store design.

The fuel canopy has been designed to complement the design of the store and contains the same brick and metal elements for site cohesiveness. The canopy will be a double stack eight, to serve up to 16 automobiles at a time.

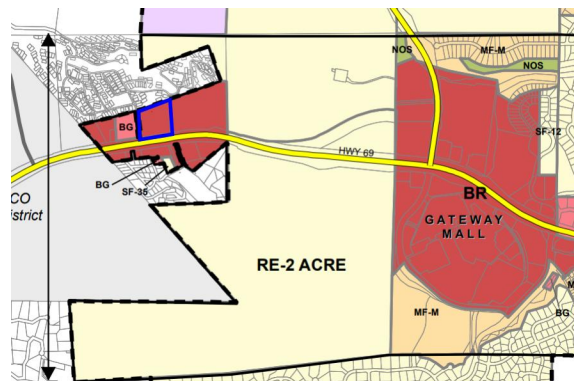
QuikTrip's store will be open 24 hours a day, 7 days a week. This store will employ dozens of individuals, and the number of staff present varies depending on demand. However, we expect that during the day there will be anywhere from 2-6 employees on site at a given time.

CURRENT & PROPOSED SITE CONDITIONS

QuikTrip is currently in discussions to purchase a 5.58 acre parcel on the NEC of State Route 69 and Prescott Canyon Drive (APN 112-05-058B), as shown in the image below,

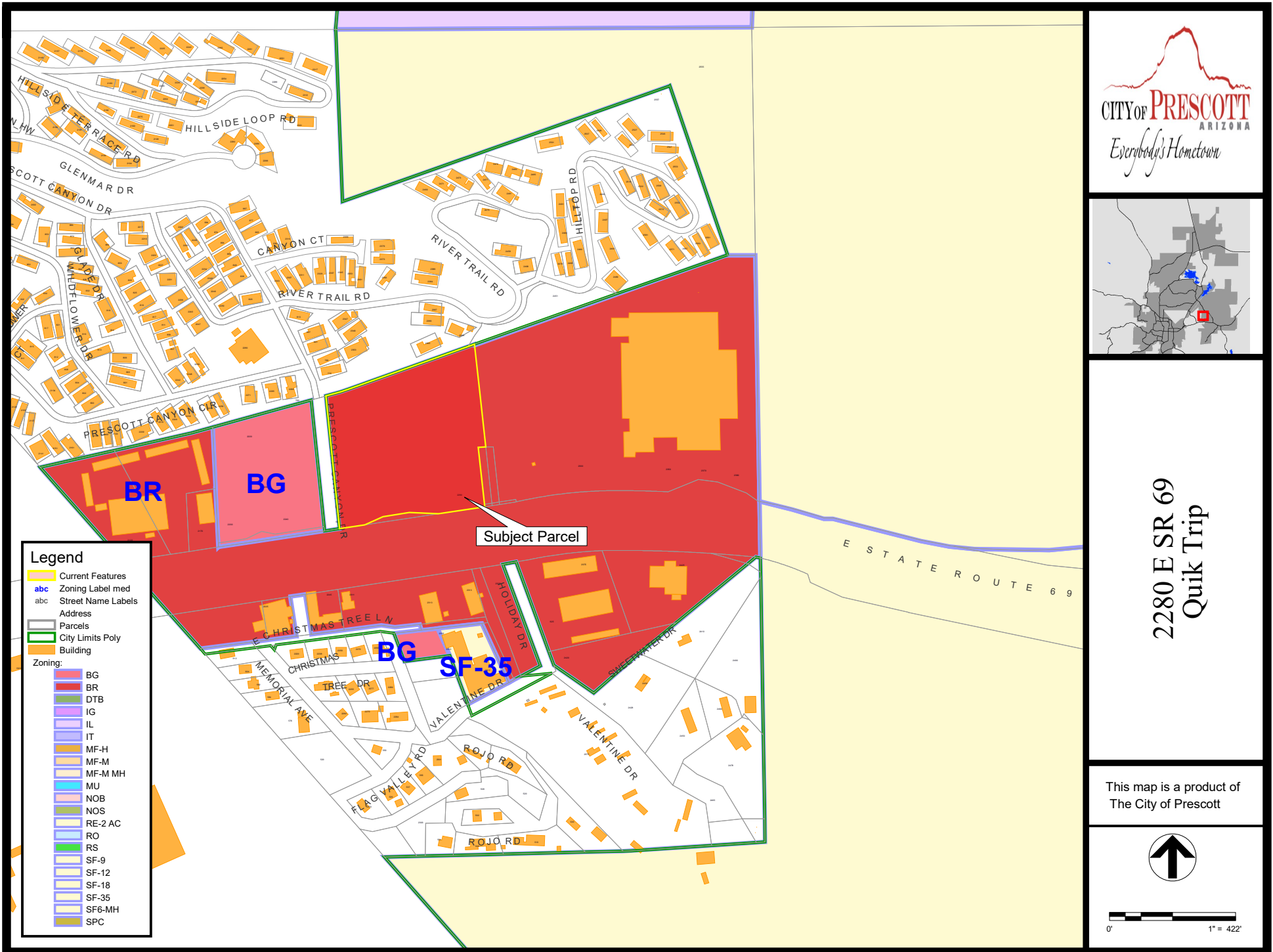


QuikTrip Corporation is proposing to redevelop this parcel to construct a new fueling center with convenience and food offerings. The entire site is currently zoned Business Regional (BR) and is in the city of Prescott, as shown in the zoning map below. A Conditional Use Permit to allow a gas station use is requested.



As pictured above, adjacent zoning is also a mix of BG and BR with mostly commercial uses being adjacent.





BASIS OF BEARING:

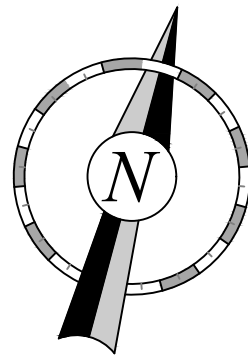
PER COBB FENDLEY, THE BASIS OF BEARING FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA BEING S89°43'26"W A DISTANCE OF 2787.78 FEET BETWEEN THE COMMON CORNER OF SECTIONS 25, 26, 35, & 36 SOF SAID TOWNSHIP BEING A 1927 GENERAL LAND OFFICE BRASS CAP AND THE COMMON QUARTER CORNER TO SAID SECTIONS 25 AND 36 BEING A 1926 GENERAL LAND OFFICE BRASS CAP

BENCHMARK:

PER COBB FENDLEY, BENCHMARK DATUM: CITY OF PRESCOTT
CLOSING CORNER AT THE INTERSECTION OF THE NORTH LINE OF FRACTIONAL SECTION 35 TOWNSHIP 14 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA AND THE EAST LINE OF THE YAVAPAI - PRESCOTT INDIAN RESERVATION BEING A 1927 GENERAL LAND OFFICE BRASS CAP WITH AN ELEVATION = 5320.09' "NAVD 88"

PROJECT DATA:

- EXISTING/PROPOSED ZONING: BR
APN: 112-05-058B
ADDRESS: 2280 E STATE ROUTE 69
EXISTING USE: VACANT
PROPOSED USE: GAS STATION/CONV. STORE
- PROPOSED BUILDING HEIGHT: 20'-0"
PROPOSED BUILDING SQUARE FOOTAGE: 5,312 SQ. FT.
AUTO FUEL CANOPY AREA: 7,416 SQ. FT.
PROPOSED FUEL CANOPY HEIGHT: 17'-0"
- PARKING SPACES REQUIRED: 27 SPACES
(5,312 S.F. X 1 SPACE/200 S.F. FLOOR AREA)
PARKING SPACES PROVIDED: 45 SPACES (3 ADA PARKING SPACES)
- GROSS SITE AREA: 295,856 SQ. FT. (6.79 ACRES)
- NET AREA: 243,142 SQ. FT. (5.58 ACRES)
- TOTAL LOT COVERAGE: 13,488 SQ. FT. (0.31 ACRES)
13,488 S.F. / 243,142 S.F. = 5.5% LOT COVERAGE



FLOOD ZONE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04025C2070G, DATED SEPTEMBER 3, 2010, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".
AREA OF MINIMAL FLOOD HAZARD.

QUIKTRIP STORE #1548

2280 E STATE ROUTE 69

PRESCOTT, AZ

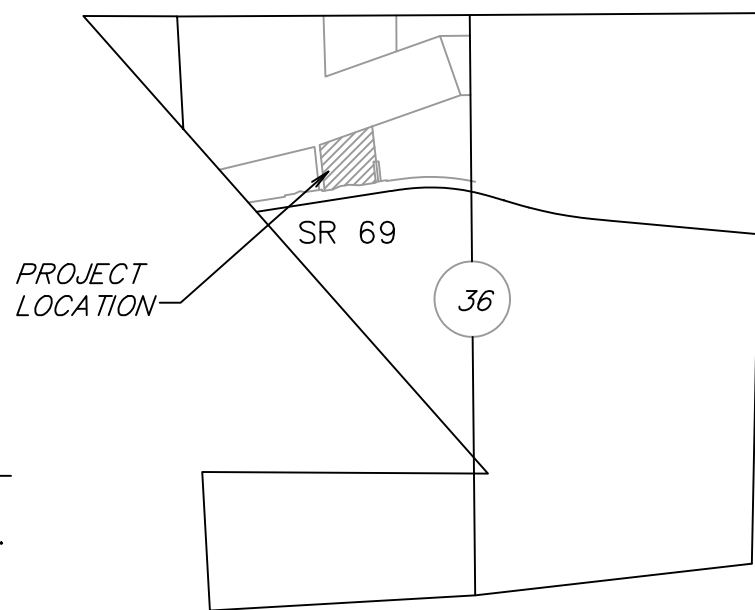
PROJECT CONTACT LIST:

SURVEYOR OF RECORD
COBB FENDLEY
TONY P. ELLEY, R.L.S. 43994
1121 WEST WARNER ROAD, STE 108
TEMPE, AZ, 85284
TEL: (480) 307-6923

QT REAL ESTATE PROJECT MANAGER
QUIKTRIP CORPORATION- PHOENIX
DIVISION
DANIEL CHAMBERS
1116 E BROADWAY RD
TEMPE, AZ 85282
TEL: (480) 446-6321
FAX: (480) 921-1927
DANIEL.CHAMBERS@QUIKTRIP.COM

ENGINEER OF RECORD
KIMLEY-HORN AND ASSOCIATES, INC.
ROBERT HANNEN, P.E.
7740 N. 16TH STREET, STE 300
PHOENIX, AZ, 85020
TEL: (602) 216-1259
ROBERT.HANNEN@KIMLEY-HORN.COM

QT CIVIL PROJECT MANAGER
QUIKTRIP CORPORATION
JULIE MORREALE
4705 SOUTH 129TH EAST AVE.
TULSA, OK 74134
TEL: (918) 615-7167
JMORREAL@QUIKTRIP.COM

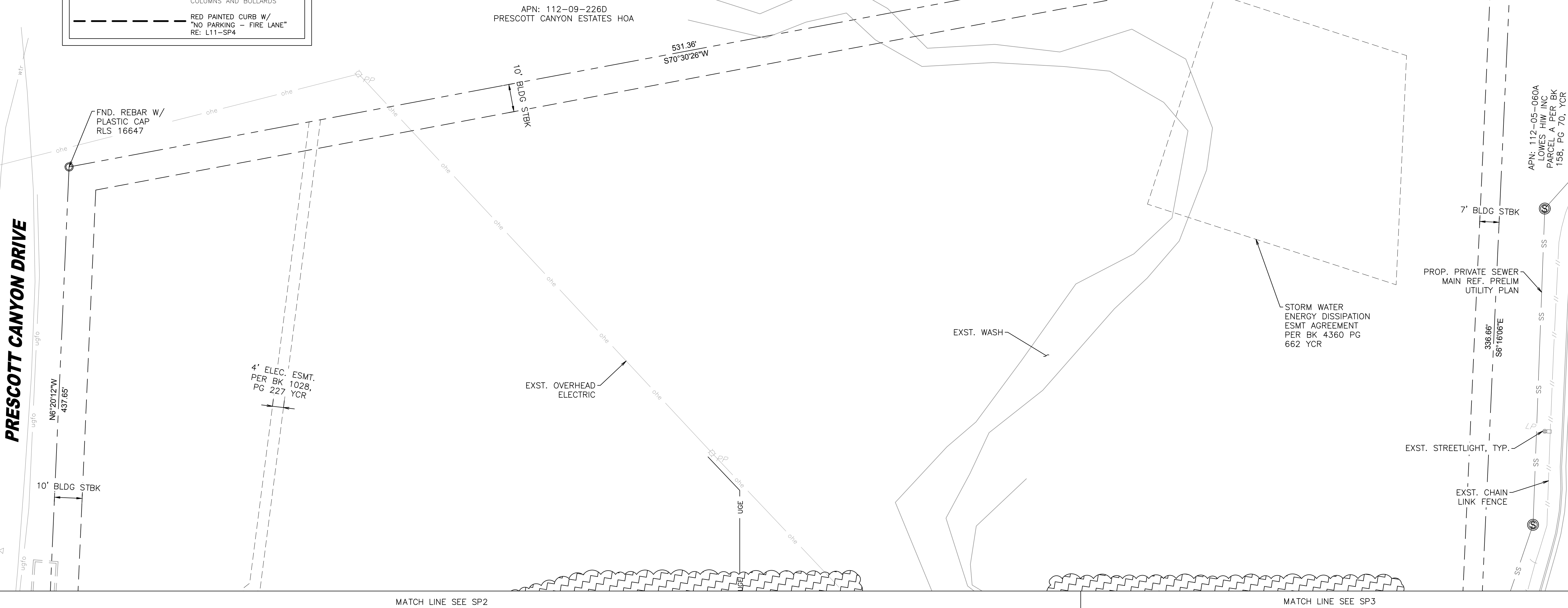


N.T.S.
VICINITY MAP
SECTION 36, T.14N., R.3E.
G&SRM

SITE LEGEND

- BOUNDARY LINE
- CENTER LINE
- CONCRETE CURB AND GUTTER
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- RED PAINTED CURB W/ "NO PARKING - FIRE LANE" RE: L11-SP4

PRESCOTT CANYON DRIVE



PROJECT NO.: 291443026

Kimley»Horn
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7740 NORTH 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020 (602) 216-1250

QuikTrip No. 1548

2280 EAST STATE ROUTE 69
PRESCOTT, AZ



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PROTOTYPE: P-111 (08/01/22)
DIVISION:
VERSION: 001
DESIGNED BY: RMH
DRAWN BY: MHH
REVIEWED BY: CGF

REV	DATE	DESCRIPTION

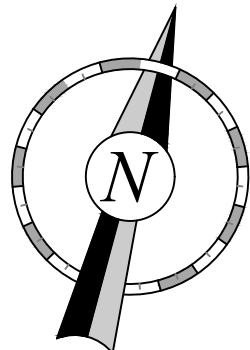
ORIGINAL ISSUE DATE: 04/12/2023

SHEET TITLE:

PRELIMINARY SITE PLAN

SHEET NUMBER:

SP1



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PHOENIX, ARIZONA 85020 (602) 944-5500

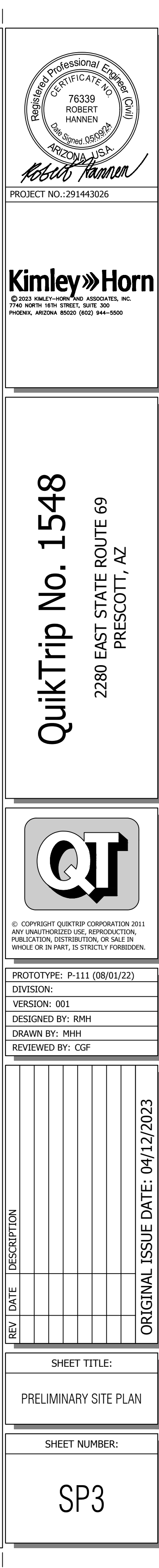


PROTOTYPE: P-111 (08/01/22)
DIVISION:
VERSION: 001
DESIGNED BY: RMH
DRAWN BY: MHH
REVIEWED BY: CGF

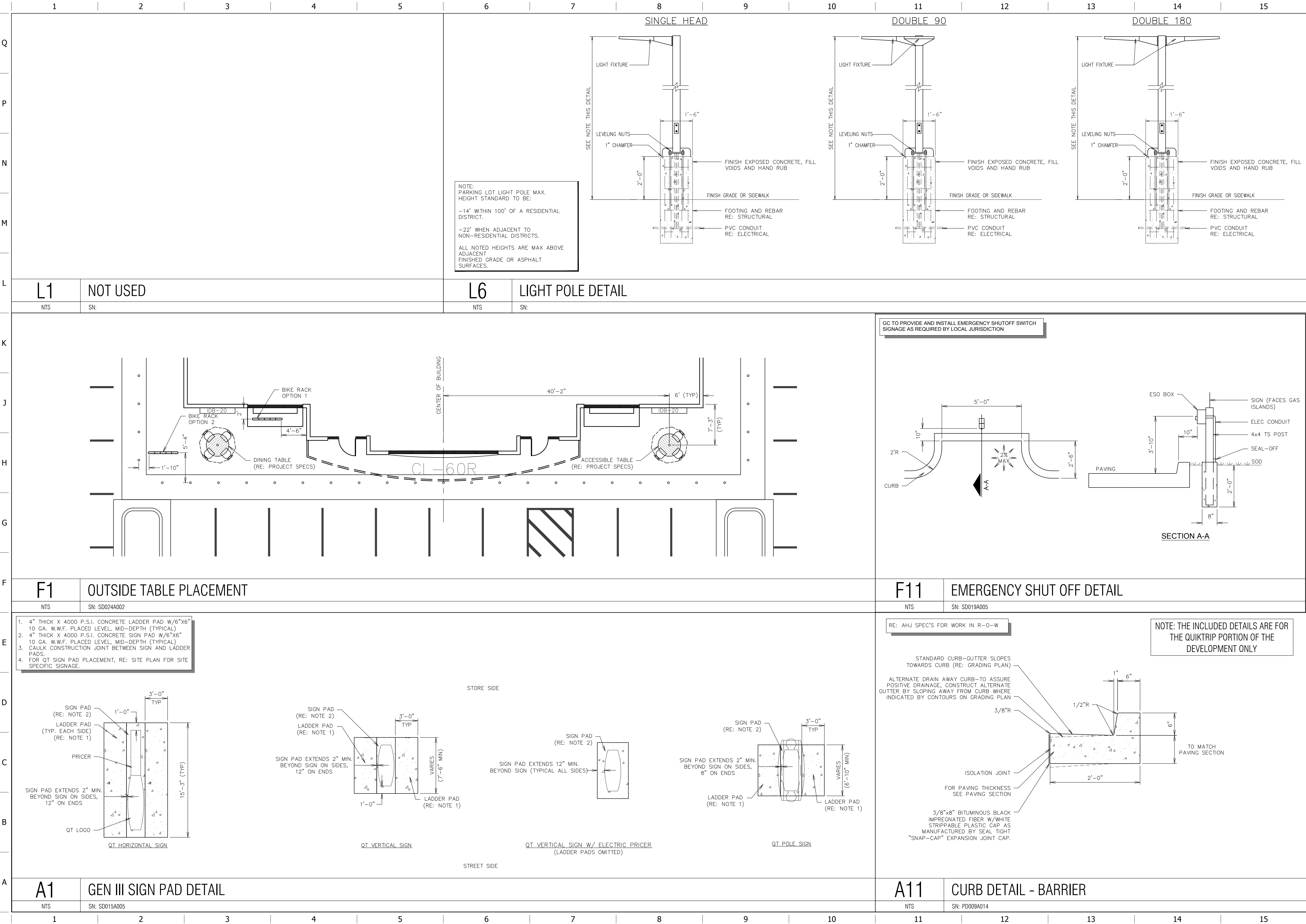
ORIGINAL ISSUE DATE: 04/12/2023

PRELIMINARY SITE PLAN

SP2



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USER: Hunter.Older
SAVED: 12/6/2023 4:25 PM
PLOT: 12/5/2024 3:21 PM



PROJECT NO.: 291443026

Kimley»Horn
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PHOENIX, ARIZONA 85020 (602) 944-5500

QuikTrip No. 1548
2280 EAST STATE ROUTE 69
PRESCOTT, AZ



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DIVISION:
VERSION: 001
DESIGNED BY: RMH
DRAWN BY: MHH
REVIEWED BY: CGF

REV	DATE	DESCRIPTION

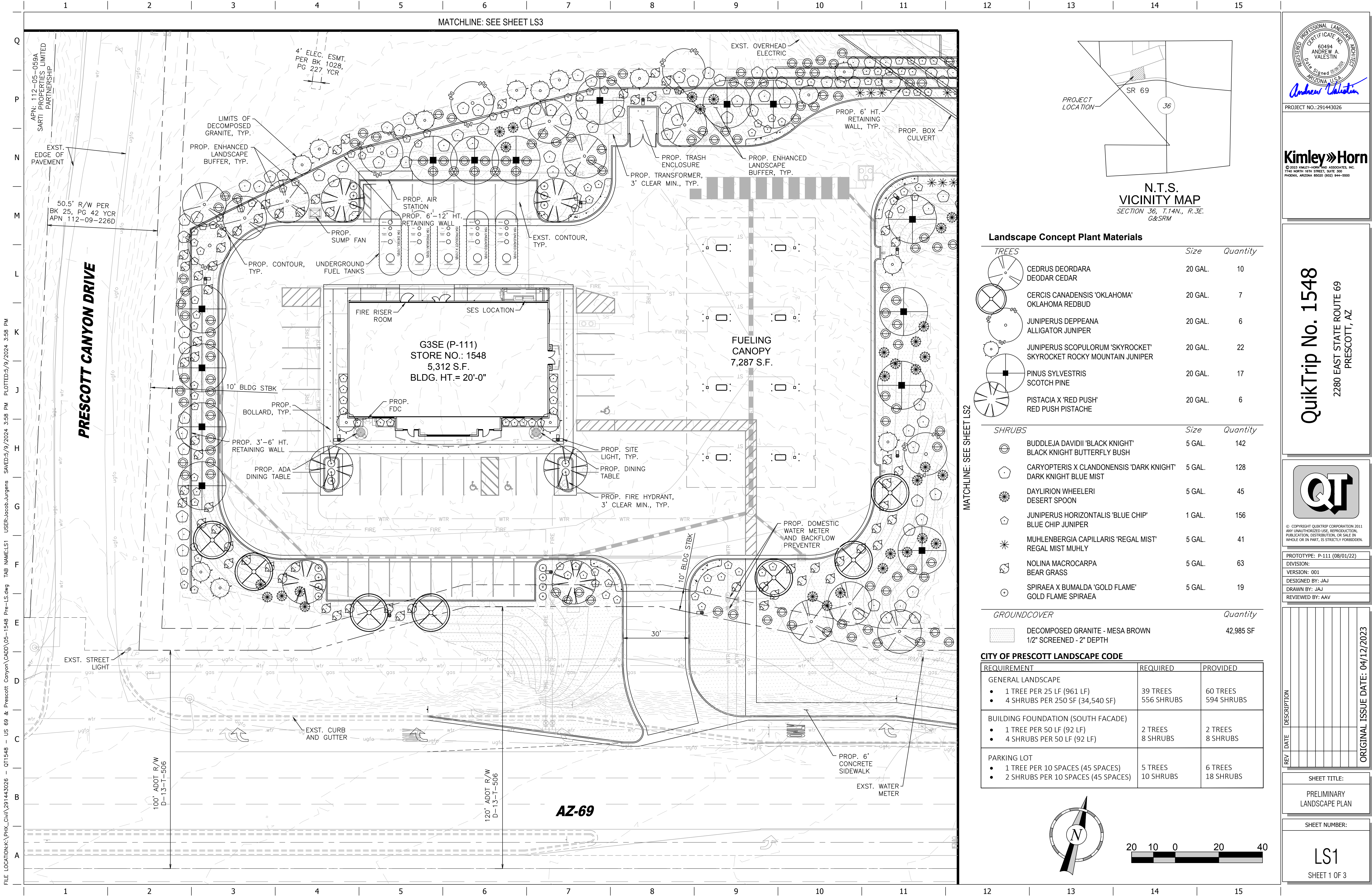
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SHEET TITLE:

PRELIMINARY SITE DETAILS

SHEET NUMBER:

SP5



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PROFESSIONAL LANDSCAPE ARCHITECT
CERTIFICATE NO.
60494
ANDREW A. VALESTIN
D.C. Signed 08/01/22
ARIZONA U.S.A.

Andrew Valestin

PROJECT NO.: 291443026

Kimley»Horn

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7740 NORTH 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85021 (602) 944-5500

QuikTrip No. 1548

2280 EAST STATE ROUTE 69
PRESCOTT, AZ

QT

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PROTOTYPE: P-111 (08/01/22)
DIVISION:
VERSION: 001
DESIGNED BY: JAJ
DRAWN BY: JAJ
REVIEWED BY: AAV

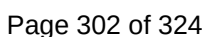
REV DATE DESCRIPTION

ORIGINAL ISSUE DATE: 04/12/2023

SHEET TITLE:
PRELIMINARY
LANDSCAPE PLAN

SHEET NUMBER:
LS1
SHEET 1 OF 3

Page 301 of 324





TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Public Works
ITEM #: 11.F
SUBJECT: Approval of City Contract No. 2024-216 with Fann Contracting, Inc. for the Construction of the Solid Waste Scale & Fee Booth Relocation Project in the Amount of \$2,338,441.90. This item is also to approve night work for the project. Funding is Budgeted & Available in the Streets and Solid Waste Funds.

ITEM SUMMARY

This item is to approve City Contract No. 2024-216 with Fann Contracting, Inc. for construction of the Solid Waste Scale and Fee Booth Relocation Project in the amount of \$2,338,441.90. This item is also to approve night work for the project. The location of the project is shown on the attached vicinity map.

BACKGROUND

The project includes reconstructing the severely distressed asphalt pavement on Sundog Ranch Road and widening the roadway to improve ingress and egress to and from the solid waste facility to the benefit of users, transfer station staff, and Fire and Police personnel accessing their training facility at the end of Sundog Ranch Road. The project includes constructing a new fee booth and providing and installing new scales.

To minimize disruptions to Transfer Station operations, some project activities may be carried out during nighttime hours, which will include the closure of Sundog Ranch Rd. at the project site. Impact to the public for night work will be minimal.

Bid Results

The invitation for bids was publicly noticed on March 10, and March 17, 2023. On April 18, 2024, two (2) bids were publicly opened for the project:

Company	Location	Bid
Fann Contracting, Inc.	Prescott, AZ	\$2,338,441.90
Danson Construction	Prescott, AZ	\$2,508,173.27
Engineering Estimate		\$2,467,257.75

Both bid results were corrected for mathematical errors that did not affect the ranking.

The City has received written confirmation of the bid from Fann Contracting, Inc. Verification of license, bonding, references, and performance of past municipal projects have been verified and determined satisfactory. The bid is deemed responsive and balanced.

Award of the low bid in the amount of \$2,338,441.90 is recommended.

The City's standard contract for construction services will be used for this project.

Project Schedule

Per the contract, all work must be substantially complete within one hundred fifty (150) calendar days of the Notice to Proceed. Pending contract award, the following milestones have been identified:

Award of Contract	May 28, 2024
Pre-Construction Meeting	Week of June 10, 2024
Notice to Proceed	Week of June 24, 2024
Expected Completion Date	Week of November 25, 2024*

*The completion date is predicated on no supply chain issues, which have been prevalent of late.

FINANCIAL IMPACT

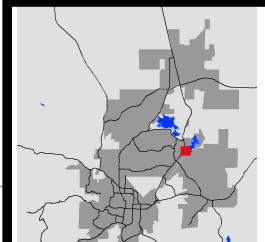
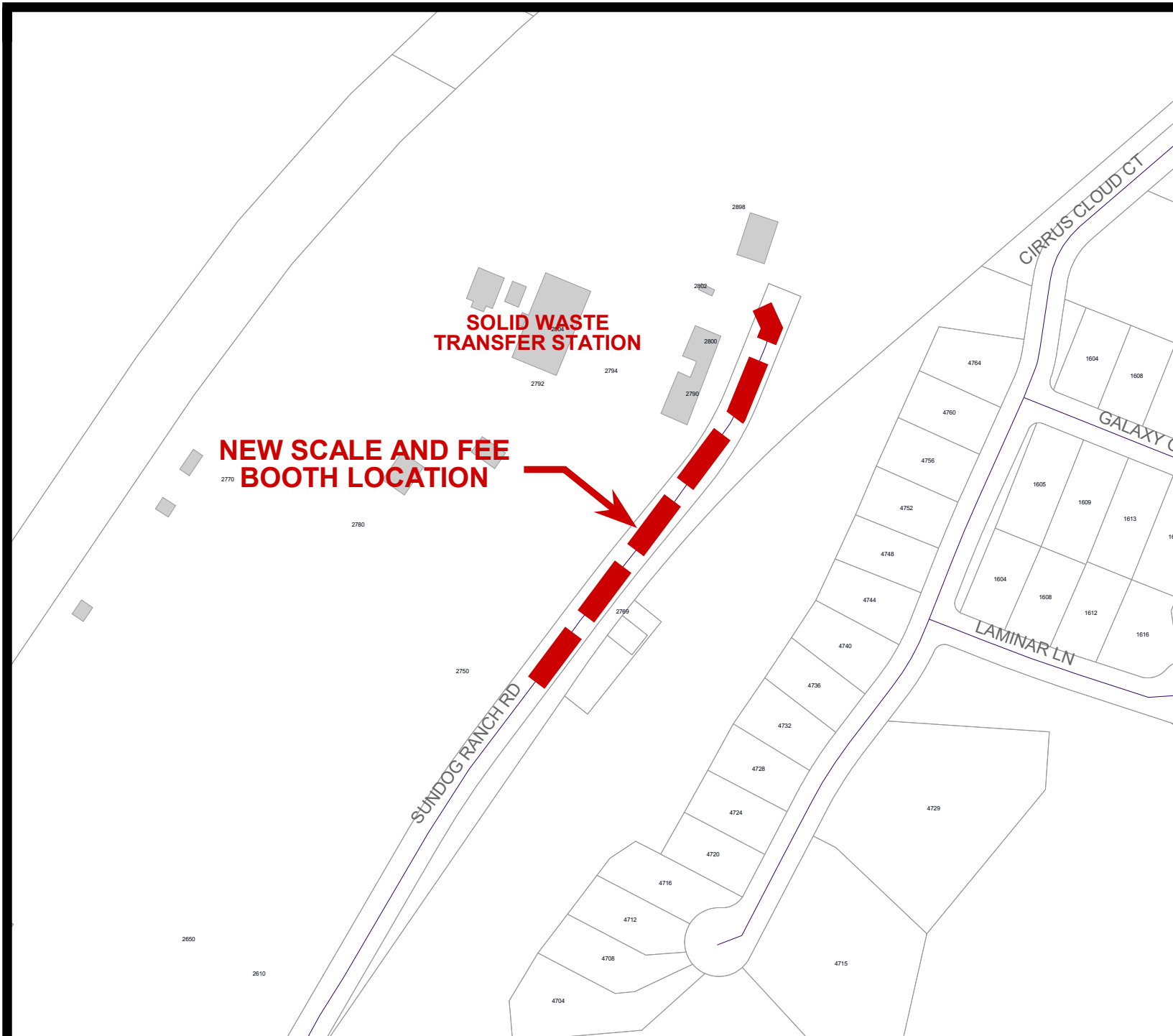
Funding for this contract is budgeted in FY25 from the Streets and Solid Waste fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-216

ATTACHMENTS

1. Vicinity Map
2. Contract Cover Sheet for Council



**SOLID WASTE SCALE
AND FEE BOOTH
RELOCATION
VICINITY MAP**

This map is a product of
The City of Prescott



0' 1" = 200'

Contract Details

Contract Number	Presenting Department
2024-216	Public Works
Company Name	
Fann Contracting, Inc.	
Contact Information	
Phone: (928) 778-0170	
Email: mfann@fanncontracting.com / estimating@fanncontracting.com	
Address: 6725 Generation Lane Prescott, AZ 86301	
Term Details	
Complete all work within one hundred fifty (150) calendar days beginning with the calendar day as noted in the Notice to Proceed.	
Dollar Amount	
\$ 2,338,441.90	
Scope of Services	
Solid Waste Scale and Fee Booth Relocation	



Construction Contract

Solid Waste Scale and Fee Booth Relocation

Contract No. 2024-***

THIS AGREEMENT made and entered into this ** day of **, 2024, by and between ** of the city of **, county of **, state of **, hereinafter designated “Contractor”, and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated “City”.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for him/herself, his heir, executors, administrators, successors and assigns as follows:

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: Solid Waste Scale and Fee Booth Relocation Project and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of May 14, 2024, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, unless such commencement of work is mutually agreed to be extended by the parties due to material unavailability and delayed lead times. The Contractor will complete the work within one hundred fifty (150) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the City Supplement to MAG. The contract will close 60 days after the substantial completion date, to finalize the payment process.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, a not to exceed amount of ** dollars and ** cents (\$**), plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221. If the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours

after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director, but Contract Amendments over \$50,000 must also be approved by City Council.

ARTICLE V – CONFLICT OF INTEREST: 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, negotiation, 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 event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, 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.

ARTICLE VI - AMBIGUITY: This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

ARTICLE IX - CITY FEES: Prior to final payment to the Contractor, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid

moneys due the City from the Contractor and shall apply to those moneys to the appropriate account. Contractor shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of \$**.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of \$**.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, any other contractors, whether under contract with the City, a third party, and/or utilities, may be working within the project area while this Contract is in progress. The Contractor herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Contractor's bid shall be deemed to have recognized and included costs arising from and associated with other work in the project area disclosed by the Contract Documents or which would be apparent to an experienced contractor exercising due diligence during inspection of the project documents, the question-and-answer session in the pre-bid process or during site inspection. No payment will be made for any delays or disruptions in the work schedule that are wholly the fault of the Contractor, its agents, employees, or any of the Contractor's subcontractors. In the event the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's control then the Contract may be adjusted pursuant to the Delay's and Extension of Time provisions of this Contract and a timely request submitted for Contract Amendment. Failure to submit a timely request for Contract Amendment shall be deemed a waiver of any entitlement to additional compensation.

ARTICLE XII - BONDS:

- A. On or before the execution of the contract, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. The bonds shall be solely for the protection of the City. A copy of this bond shall be filed with the Prescott City Clerk.
- B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.
- C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy

of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII – SUBCONTRACTORS:

- A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.
- B. The Contract Amount includes payment for any and all Services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure to pay for all labor performance and materials furnished for the performance of said project when completed.

ARTICLE XIV – INDEMNITY:

The Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor’s owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker’s Compensation Law or arising out of failure of such Contractor to conform to any Federal, State, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intentions of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnatee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ARTICLE XV – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City’s option, be the basis for terminating the Contract.

ARTICLE XVI – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XVII - MISCELLANEOUS:

- A. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.
- B. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- C. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Public Works department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.
- D. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.
- E. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F. In the event of default, neither party shall be liable for incidental, special, or consequential damages.

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

City of Prescott	**
201 N. Montezuma Street	**
Prescott, Arizona 86301	**
contracts@prescott-az.gov	Email

- H. This Agreement shall be construed under the laws of the State of Arizona.

- I. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
- J. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- K. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
- L. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.
- M. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".
- N. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.
- O. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for

obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

P. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

Q. Employees on Public Works Construction Projects: E-Verify Requirements:

1. The Contractor shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.
2. Under the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as "Contractor Immigration Warranty"). The Contractor further understands and acknowledges that:
 - a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors' employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
 - c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.
 - d. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
 - e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

- R. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.
- S. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
1. The forced labor of ethnic Uyghurs in the People' s Republic of China
 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
 3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

- T. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
1. The Company will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
 2. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

DATED: _____ day of _____, 2024

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

** (Company Name)

City of Prescott, a municipal corporation:

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Siep, City Clerk

Joseph D. Young, City Attorney



TO: MAYOR AND CITY COUNCIL
AGENDA: May 28 Voting Meeting
DATE: May 28, 2024
DEPT: Public Works
ITEM #: 11.G
SUBJECT: Discussion & Possible Action Regarding Approval of the Water Budget Roll Over in Accordance with the Amended 2022 Water Management Policy.

ITEM SUMMARY

Consideration of implementing the Amended 2022 Water Management Policy (Policy), guideline 11 (the setting of a biannual budget and a roll-over of the unallocated budget from the previous 6-month period).

BACKGROUND

During the May 7, 2024, Council Subcommittee for Water Issues meeting, the members held a discussion on Policy Guideline 11 and requested staff to provide data and process for the Council to consider the roll-over of unallocated volumes from the July 1, 2023 to December 31, 2023 time period.

Policy reference

Section 5a2: Water Budget

11. The Council shall set the Water Budget semi-annually at its last meeting in June and December of each year. Unallocated residential and non-residential budgets from the previous six-month period may be rolled into the following six-month budget; however, each must stay in their original classification. A roll-over of the budget from the previous six-month period may occur for the 4 budget periods (2 years) from the time of policy adoption.

Data: Review of City records related to the tracking of the subject time frame are shown on the following table:

Timeframe	Residential Unallocated (AF)	Non-Residential Unallocated (AF)
January 1, 2023 to June 30, 2023	2.69	10.22
July 1, 2023, to December 31, 2023	21.38	20.75
January 1, 2024, to June 30, 2024	23.81	21.25 (13.95)*

* Parentheses include WSA23-063 QuikTrip (3.7 AF) and WSA24-017 36 Site RV Park (3.6 AF) which are to be heard at the 5/28/24 Voting Meeting.

For consideration:

Council action to place the July 1, 2023, to December 31, 2023, unallocated volume, Residential, Non-Residential, or both, and roll it into the January 1, 2024, to June 30, 2024, water budget for use. Effective immediately.

NOTE: the City Council, in accordance with the water management policy, will be setting the July 1,

2024, to December 31, 2024, water budget in June 2024, next month.

Attachments 1,2 & 3 provide the Water Policy tracking tables for each of the periods above.

FINANCIAL IMPACT

No direct financial impact.

RECOMMENDED ACTION

MOVE to approve placing the July 1, 2023 to December 31, 2023 unallocated volume, Residential, Non-Residential, or both, and rolling it into the January 1, 2024, to June 30, 2024, water budget for use

ATTACHMENTS

1. Attachment 1_Water Approval Tracking Jan-June 2023
2. Attachment 2_Water Approval Tracking July-Dec 2023
3. Attachment 3_Water Approval Tracking 5-13-24 YTD

WATER POLICY TRACKING TABLE
APPROVED PROJECTS - UNDER EXISTING CONTRACTS

RESIDENTIAL PROJECTS							
	PERMIT TYPE	DESCRIPTION	PERMIT NUMBER	AFY	APPROVAL TYPE	WATER SERVICE AGREEMENT	DATE APPROVED
1	RESIDENTIAL	NEW - SFR	B2210-114	0.17	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-004	1/23/2023
2	RESIDENTIAL	NEW-MULTI FAMILY	PENDING	6.28	COUNCIL	WSA23-006	2/17/2023
3	RESIDENTIAL	NEW-MULTI FAMILY	B2303-008	0.96	ADMIN - MULTI FAMILY	WSA23-012	3/13/2023
4	RESIDENTIAL	MULTIFAMILY	B2301-093	4.35	COUNCIL	WSA22-048	3/18/2023
5	RESIDENTIAL	NEW-MULTI FAMILY	B2301-093	4.35	COUNCIL	WSA22-048	3/29/2023
6	RESIDENTIAL	NEW - SFR	B2302-180	0.17	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-019	4/6/2023
7	RESIDENTIAL	NEW-MULTI FAMILY	B2304-012	0.36	ADMIN - MULTI FAMILY	WSA23-021	4/7/2023
8	RESIDENTIAL	NEW-MULTI FAMILY	ENG2304-014	2.3	COUNCIL	WSA23-005	4/25/2023
9	RESIDENTIAL	NEW - SFR	B2304-129	0.17	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-025	5/9/2023
10	RESIDENTIAL	NEW-MULTI FAMILY	REZ22-002	0.72	ADMIN - MULTI FAMILY	WSA23-027	5/15/2023
11	RESIDENTIAL	NEW - SFR	ENG2304-005	0.68	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-024	5/19/2023
12	RESIDENTIAL	NEW-MULTI FAMILY	ENG2305-016	1.13	ADMIN - MULTI FAMILY	WSA23-026	5/19/2023
13	RESIDENTIAL	NEW - SFR	B2305-063	0.17	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-028	5/22/2023
14	RESIDENTIAL	REMODEL TO MULTI-FAMILY	B2309-008	0.5	ADMIN - MULTI FAMILY	WSA23-034	6/22/2023
15							
16							
17							
18							

TOTAL APPROVED	22.31
TOTAL BUDGET	25.00
TOTAL REMAINING	2.69

WATER POLICY TRACKING TABLE
APPROVED PROJECTS - UNDER EXISTING CONTRACTS

NON-RESIDENTIAL PROJECTS						
	PROJECT TYPE	DESCRIPTION	PERMIT NUMBER	AFY	APPROVAL TYPE	DATE APPROVED
1	NON-RESIDENTIAL	NEW OFFICE BUILDING	B2212-085	0.06	ADMIN - Commercial Under 1 AFY	1/6/2023
2	NON-RESIDENTIAL	NEW-MIXED USE	PENDING	10.94	COUNCIL	2/17/2023
3	NON-RESIDENTIAL	BAR REMODEL	B2302-035	0.27	ADMIN - Commercial Under 1 AFY	2/24/2023
4	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	WSA23-008	0.62	ADMIN - Commercial Under 1 AFY	2/24/2023
5	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	WSA23-002	0.32	ADMIN - Commercial Under 1 AFY	2/28/2023
6	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	WSA23-009	0.07	ADMIN - Commercial Under 1 AFY	3/13/2023
7	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	WSA23-010	0.04	ADMIN - Commercial Under 1 AFY	3/13/2023
8	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	WSA23-011	0.09	ADMIN - Commercial Under 1 AFY	3/13/2023
9	NON-RESIDENTIAL	NEW RETAIL	WSA23-013	0.04	ADMIN - Commercial Under 1 AFY	3/16/2023
10	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	WSA23-016	0.46	ADMIN - Commercial Under 1 AFY	4/6/2023
11	NON-RESIDENTIAL	NEW COFFEE SHOP	B2304-012	0.20	ADMIN - Commercial Under 1 AFY	4/7/2023
12	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	pending	0.14	ADMIN - Commercial Under 1 AFY	4/16/2023
13	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	B2304-127	0.49	ADMIN - Commercial Under 1 AFY	6/1/2023
14	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	pending	0.22	ADMIN - Commercial Under 1 AFY	6/5/2023
15	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	PENDING	0.82	ADMIN - Commercial Under 1 AFY	6/29/2023
16						
17						
18						

TOTAL APPROVED	14.78
TOTAL BUDGET	25.00
TOTAL REMAINING	10.22

WATER POLICY TRACKING TABLE
APPROVED PROJECTS - UNDER EXISTING CONTRACTS

RESIDENTIAL PROJECTS							
	PERMIT TYPE	DESCRIPTION	PERMIT NUMBER	AFY	APPROVAL TYPE	WATER SERVICE AGREEMENT	DATE APPROVED
1	RESIDENTIAL	REMODEL TO MULTI-FAMILY	B2309-008	0.5	ADMIN - MULTI FAMILY	WSA23-034	6/22/2023
2	RESIDENTIAL	NEW SINGLE FAMILY	B2305-105	0.17	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-039	7/11/2023
3	RESIDENTIAL	NEW SINGLE FAMILY	105-09-387	0.17	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-042	7/17/2023
4	RESIDENTIAL	NEW SINGLE FAMILY	B2307-176	0.17	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-045	8/16/2023
5	RESIDENTIAL	NEW-MULTI FAMILY	B2306-050	1.65	COUNCIL	WSA23-014	8/22/2023
6	RESIDENTIAL	NEW SINGLE FAMILY	PENDING	0.37	ADMIN SINGLE FAMILY RESIDENTIAL	WSA23-053	10/2/2023
7	RESIDENTIAL	NEW SINGLE FAMILY	ENG2302-021	0.17	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-033	10/13/2023
8	RESIDENTIAL	REMODEL/CHANGE IN USE	PENDING	0	ADMIN - MULTI FAMILY	WSA23-056	11/6/2023
9	RESIDENTIAL	NEW SINGLE FAMILY IN COUNTY	ENG2311-011	0.25	ADMIN - SINGLE FAMILY RESIDENTIAL	WSA23-060	12/6/2023
10	RESIDENTIAL	NEW SINGLE FAMILY	B2311-097	0.17	N/A EXISTING CONTRACT/AGREEMENT	FOREST RIDGE 99-C	12/6/2023
11							
12							
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16							
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18							

TOTAL APPROVED	3.62
TOTAL BUDGET	25.00
TOTAL REMAINING	21.38

WATER POLICY TRACKING TABLE
APPROVED PROJECTS - UNDER EXISTING CONTRACTS

NON-RESIDENTIAL PROJECTS						
	PROJECT TYPE	DESCRIPTION	PERMIT NUMBER	AFY	APPROVAL TYPE	DATE APPROVED
1	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	B2304-127	0.49	ADMIN - Commercial Under 1 AFY	6/1/2023
2	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	pending	0.22	ADMIN - Commercial Under 1 AFY	6/5/2023
3	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	PENDING	0.82	ADMIN - Commercial Under 1 AFY	6/29/2023
4	NON-RESIDENTIAL	NEW COMMERCIAL	B2306-082	0.90	ADMIN - Commercial Under 1 AFY	7/17/2023
5	NON-RESIDENTIAL	NEW COMMERCIAL	ENG2307-011	0.10	ADMIN - Commercial Under 1 AFY	7/27/2023
6	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	PENDING	0.32	ADMIN - Commercial Under 1 AFY	8/31/2023
7	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	PENDING	0.13	ADMIN - Commercial Under 1 AFY	8/31/2023
8	NON-RESIDENTIAL	NEW COMMERCIAL	B2309-027	0.52	ADMIN - Commercial Under 1 AFY	9/11/2023
9	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	CUP23-002	0.24	ADMIN - Commercial Under 1 AFY	9/20/2023
10	NON-RESIDENTIAL	REMODEL EXISTING/CHANGE IN USE	PENDING	0.00	ADMIN - Commercial Under 1 AFY	10/2/2023
11	NON-RESIDENTIAL	NEW COMMERCIAL	PENDING	0.37	ADMIN - Commercial Under 1 AFY	11/6/2023
12	NON-RESIDENTIAL	REMODEL/CHANGE IN USE	PENDING	0.00	ADMIN - Commercial Under 1 AFY	11/28/2023
13	NON-RESIDENTIAL	NEW COMMERCIAL	WSA23-064	0.14	ADMIN - Commercial Under 1 AFY	12/19/2023
14						
15						
16						
17						
18						

TOTAL APPROVED	4.25
TOTAL BUDGET	25.00
TOTAL REMAINING	20.75

WATER POLICY TRACKING TABLE
APPROVED PROJECTS - UNDER EXISTING CONTRACTS

RESIDENTIAL PROJECTS							
	PERMIT TYPE	DESCRIPTION	PERMIT NUMBER	AFY	APPROVAL TYPE	WATER SERVICE AGREEMENT	DATE APPROVED
1	RESIDENTIAL	NEW SINGLE FAMILY	B2312-095	0.17	ADMIN SINGLE FAMILY RESIDENTIAL	WSA24-011	2/6/2024
2	RESIDENTIAL	NEW SINGLE FAMILY	B2401-002	0.17	ADMIN SINGLE FAMILY RESIDENTIAL	WSA24-020	3/14/2024
3	RESIDENTIAL	NEW SINGLE FAMILY	B2308-014	0.17	ADMIN SINGLE FAMILY RESIDENTIAL	WSA24-027	4/12/2024
4	RESIDENTIAL	NEW SINGLE FAMILY	B2404-164	0.17	N/A EXISTING CONTRACT/AGREEMENT	GROUNDWATER SU	4/30/2024
5	RESIDENTIAL	DUPLEX	B2405-010	0.17	N/A EXISTING CONTRACT/AGREEMENT	GROUNDWATER SU	5/7/2024
6	RESIDENTIAL	NEW SINGLE FAMILY	B2311-006	0.17	N/A EXISTING CONTRACT/AGREEMENT	GROUNDWATER SU	5/7/2024
7	RESIDENTIAL	NEW SINGLE FAMILY	B2405-017	0.17	N/A EXISTING CONTRACT/AGREEMENT	PRESCOTT ORIGINA	5/9/2024
8							
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TOTAL APPROVED	1.19
TOTAL BUDGET	25.00
TOTAL REMAINING	23.81

WATER POLICY TRACKING TABLE
APPROVED PROJECTS - UNDER EXISTING CONTRACTS

NON-RESIDENTIAL PROJECTS						
	PROJECT TYPE	DESCRIPTION	PERMIT NUMBER	AFY	APPROVAL TYPE	DATE APPROVED
1	NON-RESIDENTIAL	NEW COMMERCIAL	ENG2312-017	0.70	ADMIN - Commercial Under 1 AFY	1/23/2024
2	NON-RESIDENTIAL	NEW COMMERCIAL	B2309-005	0.33	ADMIN - Commercial Under 1 AFY	1/29/2024
3	NON-RESIDENTIAL	NEW COMMERCIAL	PENDING	0.14	ADMIN - Commercial Under 1 AFY	1/30/2024
4	NON-RESIDENTIAL	NEW COMMERCIAL	PENDING	0.34	ADMIN - Commercial Under 1 AFY	1/30/2024
5	NON-RESIDENTIAL	NEW COMMERCIAL	PENDING	0.19	ADMIN - Commercial Under 1 AFY	2/13/2024
6	NON-RESIDENTIAL	NEW COMMERCIAL	B2402-044	0.52	ADMIN - Commercial Under 1 AFY	2/26/2024
7	NON-RESIDENTIAL	NEW COMMERCIAL	PENDING	0.53	ADMIN - Commercial Under 1 AFY	3/1/2024
8	NON-RESIDENTIAL	NEW COMMERCIAL	PENDING	0.85	ADMIN - Commercial Under 1 AFY	3/11/2024
9	NON-RESIDENTIAL	NEW COMMERCIAL	B2312-067	0.16	ADMIN - Commercial Under 1 AFY	4/26/2024
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TOTAL APPROVED	3.75
TOTAL BUDGET	25.00
TOTAL REMAINING	21.25