



City of Prescott

City Council - Voting Meeting

June 25, 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 - Michael Cannon with Mount Zion Tabernacle Church**
4. **PLEDGE OF ALLEGIANCE - Councilman Moore**
5. **ROLL CALL**
6. **PRESENTATIONS**

A. Presentation & Recognition of Citizen's Academy Graduates

7. **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

8. **CONSENT AGENDA**

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately. Recommended Action: MOVE to approve Consent Agenda Items 8.A. through 8.I.

- A. Approval of Meeting Minutes from the June 11, 2024 Executive Session, the June 11, 2024 Study Session, and the June 11, 2024 Voting Meeting.
- B. Approval of Fiscal Year 2025 Contracts for the City Attorney and City Clerk.
- C. Adoption of Resolution No. 2024-1894 Establishing the Water Policy Review & Monitoring Committee in Lieu of the Former Mayoral Ad Hoc Committee.
- D. Approval of Two Contracts Regarding Emergency & On-Call Traffic Control as Follows: 1) City Contract No. 2024-229 with Trafficade Service, LLC, dba AWP Safety; and 2) City Contract No. 2024-230 with Quail Construction, LLC for Rental of Traffic Control Devices. Funding is Budgeted & Available in the Public Works and Recreation Services Departments.
- E. Approval of City Contract No. 2023-211A3, an Amendment to City Contract No. 2023-211 with J. Banicki Construction for the Hwy 69 Sewer Force Main & Yavapai Hills Water Main Protection Project in an Amount Not to Exceed \$253,900.56 Utilizing the City's Job Order Contract (JOC). Funding is Budgeted & Available in the Water and Wastewater Funds.
- F. Approval of City Contract No. 2025-038 with Start Moving On Counseling, Trauma Center and Tele Practice for Public Safety Employee Mental Health & Wellness Programs in an Amount Not to Exceed \$120,000. Funding is Budgeted & Available in the Fire Department and Police Department Budgets.
- G. Adoption of Resolution No. 2024-1884 Accepting an Arizona Department of Housing (ADOH) Grant from the State Housing Trust Fund (SHTF), in the Amount of \$200,000.00.
- H. Approval of City Contract No. 2025-041 with iWorQ Systems for a 3-year Contract for a Work Order Tracking System Used by Parks Maintenance & Facilities Maintenance in the Amount of \$61,260.00. Funding is Budgeted & Available in the General Fund and Facilities Maintenance Fund.
- I. Approval of Tolling Agreement with Arizona Eco Development.

9. **REGULAR AGENDA**

- A. Public Hearing and Approval of Program Year 2024 (PY24) CDBG Annual Action Plan.
Recommended Action: 1) MOVE to close public hearing regarding CDBG PY24 Annual Action Plan; and 2) MOVE to approve PY24 CDBG Annual Action Plan
- B. **PLN23-004 & WSA23-054:** A Preliminary Plat and Water Service Application for Senator Cottages, a 37-Unit Subdivision on an Approximate 11 Acre Parcel Generally Located off of Senator Highway on the Old Drive-in Property. Site Zoning: SF-9 (Single Family). Location: APN 110-06-002F. Property Owner: RCJ Irrevocable Trust. Applicant: Lyon Engineering.
Recommended Action: 1) MOVE to approve PLN23-004; and 2) MOVE to approve WSA23-054

- C. Approval of Multiple Contracts for the Construction of the Yavapai Hills #1 Lift Station Rehabilitation Project as Follows: 1) City Contract No. 2025-042 with Fann Environmental, LLC, in the Amount of \$4,969,003.75; and 2) City Contract No. 2022-014A3, an Amendment to City Contract No. 2022-014 with Water Works Engineers, LLC, for Post-Design Services in the Amount of \$53,317.57.
Recommended Action: 1) MOVE to approve City Contract No. 2025-042; and 2) MOVE to approve City Contract No. 2022-014A3
- D. Approval of the July 2024 to December 2024 Residential & Non-Residential Water Budgets in Accordance with the Amended 2022 Water Management Policy.
Recommended Action: 1) MOVE to set the residential water budget for July 1, 2024, through December 31, 2024, at 50 acre-feet per year, without rollover from previous period; and 2) MOVE to set the non-residential water budget for July 1, 2024, through December 31, 2024, at 25 acre-feet per year, without rollover from previous period.
- E. Approval of City Contract No. 2024-121A1, an Amendment to City Contract 2024-121 with Danson Construction, LLC, for Guaranteed Maximum Price (GMP) #1 to Construct Phase II of the Streets Division Administration Building in an Amount Not to Exceed \$958,970.87. Funding is Budgeted & Available in the Streets Fund.
Recommended Action: MOVE to approve City Contract No. 2024-121A1
- F. Public Hearing for the FY2025 Budget, Expenditure Limitation, and Tax Levy; and At a Special Meeting, Adoption of Resolution No. 2024-1888 Approving the Final FY2025 Budget, Expenditure Limitation, Approved Expenditure List, and Adopting the City Authorized Position Roster.

1) Recommended Action: MOVE to close the public hearing

Mayor Goode will recess the Regular Meeting at the conclusion of the Public Hearing and Convene a Special Meeting per A.R.S. 42-17105 to Determine and Adopt Estimates of Proposed Expenditures for the Purposes Stated in the Published Proposal.

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 COUNCIL OF THE CITY OF PRESCOTT, ARIZONA WILL HOLD A SPECIAL MEETING OPEN TO THE PUBLIC.

- A. CALL TO ORDER
- B. ROLL CALL
- C. BUSINESS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DETERMINING AND ADOPTING FINAL ESTIMATES OF PROPOSED EXPENDITURES FOR FISCAL YEAR 2025, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, AND APPROVING AND UPDATING THE AUTHORIZED POSITION ROSTER FOR THE CITY OF PRESCOTT

Recommended Action: MOVE to adopt Resolution No. 2024-1888

- D. ADJOURNMENT OF SPECIAL MEETING
- E. REGULAR VOTING MEETING RECONVENED

Recommended Action: As noted above

10. 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 6/20/24 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: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: City Clerk
ITEM #: 8.A
SUBJECT: Approval of Meeting Minutes from the June 11, 2024 Executive Session, the June 11, 2024 Study Session, and the June 11, 2024 Voting Meeting.

ITEM SUMMARY

This item is for the approval of meeting minutes from the June 11, 2024 Executive Session, the June 11, 2024 Study Session, and the June 11, 2024 Voting Meeting.

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. June 11, 2024 Executive Session Minutes
2. June 11, 2024 Study Session Minutes
3. June 11, 2024 Voting Meeting Minutes



City of Prescott

City Council - Executive Session Meeting

June 11, 2024 | 9:00 AM

201 N Montezuma Street
Executive Session Conference Room, 2nd 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 (Excused)
Cathey Rusing - Councilmember

3. CALL TO ENTER EXECUTIVE SESSION

**MOTION BY COUNCILMAN GAMBOGI TO CONVENE EXECUTIVE SESSION;
SECONDED BY COUNCILMAN MONTOYA: (6 - 0)**

4. LEGAL MATTERS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 9:00 AM on Tuesday, June 11, 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 & Consider the Annual Employment Review of the City Attorney, Pursuant to A.R.S. § 38-431.03(A)(1).

B. Discuss & Consider the Annual Employment Review of the City Clerk, Pursuant to A.R.S. § 38-431.03(A)(1).

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 Dispute Resolution with Deep Well Ranch, 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

11:21 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 June 11, 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

June 11, 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. Presentation & Discussion Regarding the Airport Vicinity Overlay District Draft and Possible Timing for Future Adoption.

Planning Manager George Worley provided a presentation to Council regarding the background on the AVO which puts additional restrictions on land uses, impact zones and noise restrictions within the airport impact areas. Impact zones most likely impacted by a crash are also areas for consideration regarding noise restrictions. A series of meetings were held to review the overlay, including six Planning & Zoning Commission meetings. Deep Well Ranch is exempt from the AVO given the existing Development Agreement (DA) in place. Discussions have also taken place with YRMC regarding the potential for an additional hospital location in the area and a noise contour was adjusted to allow the proposed hospital property to develop a residential component they had planned for.

City Attorney Joseph Young stated this was done as a concession from the city to acknowledge their future development but there was no specific agreement related to this.

Mr. Worley confirmed.

Councilmember Rusing asked how far the hospital property is from the end of the cross-wind runway.

Mr. Worley responded that it is just under a mile away. He continued that there were also areas to the east of the airport that are owned by AED and have been considered in the AVO as well. Throughout the course of the public meetings and

public hearings there was a great deal of impact from developers and residents that would potentially be impacted by the AVO, comments were taken at all of those meetings. At the time the AVO was recommended for forwarding to Council for approval negotiations were ongoing with DWR and it was never brought forward. At this point staff would like to get direction and feedback from the Council on how they would like to move forward with it. Much of the property in the area is covered by DAs which have land use entitlements within the AVO, and many of the subdivisions that are covered within the AVO and not exempt due to a Development Agreement are substantially developed already.

Councilman Montoya asked staff to address what percentage of the land within the AVO is not covered under DAs as well as for the areas within the AVO that are outside the city limits and if they would have to follow the regulations.

Mr. Worley responded that it is approximately 50% which is not covered by DAs.

Mr. Young stated that outside of city limits, the AVO would just be a suggestion and not a requirement.

Councilmember Rusing asked if the areas covered by DAs would still be required to provide appropriate disclosures.

Mr. Young stated that the AVO is land use, disclosures, etc. All of the DAs have requirements for disclosures and enforcement of that applies in the same manner as it does for the land use.

Mayor Pro Tem Cantelme asked what are the downsides of not passing the AVO.

Mr. Worley responded that there is no downside to implementing an AVO because not only do you have the potential for future annexations of areas surrounding the airport as well as some of the other areas which would potentially redevelop. As well as the fairness in enforcing these requirements.

Mr. Young added that the downside is always any impact to property rights, but that is to be weighed against protecting the property around the airport.

Councilmember Rusing stated that she supports moving ahead with the AVO, it is better to be late than never.

Councilwoman Fruhwirth asked about the existing subdivisions not covered by an existing DA and if they are still required to provide disclosures if and when a property is sold in the future.

Mr. Worley confirmed, the fair notice and disclosures would apply, as well as vegetative growth and height where it would be applicable.

Mr. Young added that we are limited with DAs but where there are pre-existing uses they can continue being that was as a non-conforming use where they stay as they are, or a pre-existing use. Therefore, they wouldn't see a different use in how they can use their property but just the addition of the disclosure and

noticing requirements.

Councilman Montoya commented that he understands this would impact a current homeowner of having to disclose that they are in an AVO district in order to sell their home and asked if that would impact their property value. He is concerned about the liability of that and the impact of that on residents in that area.

Mr. Young responded that he couldn't speak to whether that would have an impact on their property values. That is part of what Council will need to consider, there will be some impacts to people but it makes all the requirements in the area the same for everyone. There is also an existing state requirement to disclose that you are close to an airport. He added that there is a legal opinion provided by an outside attorney that there is an exception for health and public safety as well as traffic control as it relates to Prop207.

Mayor Pro Tem Cantelme stated that with the possibility of future redevelopment in the area, this gives another layer of protection for the city which would be good to move forward with. She is in favor of moving the AVO forward.

Councilmember Rusing added that the Council needs to support the Airport and passing of an AVO is one way to do that so she is in support.

Mayor Goode commented that he has been monitoring the disclosure requirement for a few years and has reviewed purchase agreements for homes in the area and has frequently found that new buyers don't get adequate notification and information. Advancing the AVO into the land development code is something that he strongly supports.

Councilwoman Fruhwirth stated that she hasn't had an opportunity to review previous public comments on these items and doesn't understand the level of public concern with these issues so she is concerned about sequencing of picking their battles over the next several months so wants that to be considered in timing of bringing it forward.

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 1:41 p.m.

ATTEST:

PHILIP R. GOODE, Mayor

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 June 11, 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

June 11, 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 3:00 p.m.

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Cantelme announced that Stage I Fire Restrictions have been put into effect. These restrictions are in effect until the area has received enough rain to justify lifting them. Restrictions include: no residential burn permits, use of model rockets prohibited, use of fireworks and other pyrotechnic displays prohibited, no smoking outside of vehicles/residential yards or outside designated smoking areas, no outdoor use of firearms.

Also, she stated that the City Council will have a reduced summer schedule during the months of July and August. There will be one day of meetings each month, with a meeting on July 9 and August 13. Council will resume the normal cycle of meetings again in September, and all city operations will continue as scheduled.

3. INVOCATION - Pastor Matt Kottman with Solid Rock Christian Fellowship

4. PLEDGE OF ALLEGIANCE - Councilman Montoya

5. 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

6. PRESENTATIONS

A. Swearing in of New City Manager Dallin Kimble

Mayor Goode provided the Oath of Office to Mr. Kimble.

7. PROCLAMATIONS

A. PTSD Awareness Month - June 2024

Mayor Pro Tem Cantelme presented the Proclamation.

8. OPEN CALL TO THE PUBLIC

A. Ralph Rodarte addressed the Council regarding traffic issues on Mt. Vernon Street. He stated that people are running stop signs and going too fast along the street. Moreover, there are big trucks coming down the street going way too quickly.

9. CONSENT AGENDA

MOTION BY COUNCILMAN MONTROYA TO APPROVE CONSENT AGENDA ITEMS 9.A. THROUGH 9.H., EXCLUDING ITEM 9.B.; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (6 - 0)

- A. Approval of Meeting Minutes from the May 28, 2024 Study Session, and the May 28, 2024 Voting Meeting.
- B. Adoption of Resolution No. 2024-1891 Authorizing the Application for a Drinking Water State Revolving Fund Loan from the Water Infrastructure Financing Authority of Arizona (WIFA).

This Item was pulled from the Consent Agenda for further discussion.

Councilmember Rusing commented that water infrastructure is a necessity and the rates are being impacted. This project is an example of that because this facility was built in the 1940s and she asked staff for details regarding the project.

Utilities Manager Steven Olfers addressed the Council regarding this facility being one of the oldest sites in the system. This will allow staff to begin the process of replacing the entire pump station which is a crucial piece of infrastructure.

MOTION BY COUNCILMEMBER RUSING TO ADOPT RESOLUTION NO. 2024-1891; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (6 - 0)

- C. Adoption of Resolution No. 2024-1885 Updating the City's Pension Funding Policy.
- D. Adoption of Resolution No. 2024-1886 Approving the Transfer of Certain Fiscal Year 2024 Budget Appropriations.
- E. Approval to Auction Items at Surplus Auction with Harris Auction.
- F. Approval of City Contract No. 2023-208A3, an Amendment to City Contract No. 2023-208 with Cactus Asphalt for Paving the Watson Lake Entrance Road in an Amount not to Exceed \$129,700.00 Using the City's Job Order Contract. Funding is Budgeted & Available in the Facilities Fund.
- G. Approval of City Contract No. 2023-068A17, an Amendment to City Contract No. 2023-068 with Ridgeline Builders LLC for the Relocation of the Fleet Pressure

Washer and Related Equipment in an Amount Not to Exceed \$61,293.14.
Funding is Budgeted & Available in the Fleet and Facilities Maintenance Budgets.

- H. Approval of City Contract No. 2025-039 with Centralsquare Technologies for Community Development Software Support & Maintenance Using TIPS Contract #220105 in an Amount Not to Exceed \$177,755.20. Funding is Budgeted & Available in Various Funds.

10. LIQUOR LICENSE

- A. Public Hearing and Consideration for an Acquisition of Control Series 6 Bar Liquor License Application from Amy S. Nations, Applicant, for Whiskey River Tavern. Location: 214 S Montezuma Street.

MOTION BY MAYOR PRO TEM CANTELME TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (6 - 0)

MOTION BY MAYOR PRO TEM CANTELME TO APPROVE ITEM 10.A.; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (6 - 0)

- B. Public Hearing and Consideration for an Owner Transfer Series 6 Bar Liquor License Application from Amy S. Nations, Applicant, for JJ's. Location: 444 W. Goodwin Street.

Business owner Matthew Teague addressed Council as the new owner of JJs. They are aware of the long history of the establishment and have set the tone for being more a part of this community moving forward.

MOTION BY COUNCILMEMBER RUSING TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (6 - 0)

MOTION BY COUNCILMEMBER RUSING TO APPROVE ITEM 10.B.; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (6 - 0)

11. REGULAR AGENDA

- A. Discussion & Action Regarding Appointment of Replacement Members to the General Plan Review Committee.

City Clerk Sarah Siep provided background on the General Plan process as well as how appointments to the Review Committee were to happen in accordance with the establishing resolution. She stated that Community Development staff has advised the group is far into the process and the General Plan will be before voters for approval at the 2025 Primary Election, and based on this their recommendation is to leave the seat vacant. She added that Mr. Worob was Councilman Moore's appointee and he has advised that if the Council chooses to select a new member in the same manner as they did previously he would like it to be JD Greenberg.

Mayor Goode asked about the deadline for the Committee to provide their draft to the Council.

Community Development Director Chelsea Walton addressed Council and stated that the Committee will convene three more times before the 60-day public comment period is opened for the draft General Plan in August. Following that the Plan will move forward to the Planning & Zoning Commission and then to the Council.

Councilmember Rusing stated that she spoke with members of the Committee and with Ms. Greenberg. She disagreed that there is no more work for the group to do and would like to fill the vacancy. This is a once in 10-year process, and it would reflect poorly on the Council to not appoint a replacement.

Councilwoman Fruhwirth commented that she is the liaison to the Committee and watching them reflects to her that it is important to have all perspectives. She feels there is a hole left by Mr. Worob and feels that Ms. Greenberg has participated extensively and would get up to speed quickly.

Mayor Pro Tem Cantelme commented on the importance of having other perspectives and allowing citizens to have a seat at the table. She concurs that Ms. Greenberg would be a help to this process as the Committee members go out to the community.

Councilmember Rusing added that she feels there should be a policy for appointing in the future so three of the current Council members that have not had an opportunity to appoint someone do.

Ms. Siep provided clarification for appointments to the General Plan Committee and added that Option 2 as provided by staff provides an opportunity for Council to include in their motion that would designate which former Council member appointee Mayor Pro Tem Cantelme, Councilwoman Fruhwirth and Councilman Gambogi would select replacements for.

Councilman Montoya stated that he was deciding between Ms. Greenberg and another citizen when his original appointee resigned from the Committee late last year. He feels she is uniquely capable of being on this Committee and is already up to speed.

Mayor Goode stated that his concern was having someone step in at this late date and get up to speed, but he is aware that Ms. Greenberg has attended the meetings and is very up to speed on all of this. She would do a great job of advocating for the General Plan's final draft in the community, so this is a different kind of appointment than someone who has not been participating.

Member of the public Ralph Hess addressed the Council and stated that there will be more than two meetings remaining and there will still be a lot of activity between the Committee members. He is aware that Ms. Greenberg has been at all the meetings and has the knowledge to answer questions during the public comment period.

Member of the public Bonnie McMinn addressed the Council stating that the

option of keeping the seat open is not an option for the community. Ms. Greenberg will do fabulous out reach for the General Plan.

MOTION BY COUNCILMEMBER RUSING TO APPOINT CITIZEN JD GREENBERG TO FILL THE VACANCY, AND APPROVE THAT MAYOR PRO TEM CANTELME SELECT REPLACEMENTS FOR SELECTION BY FORMER COUNCILWOMAN HALL, COUNCILMAN GAMBONI FOR FORMER COUNCILMAN SISCHKA AND COUNCILWOMAN FRUHWIRTH FOR FORMER COUNCILMAN TENNEY; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (6 - 0)

Ms. Greenberg addressed the Council and thanked them for selecting her. She appreciates the contributions that Mr. Worob made to the Committee, and she aligns with him in many ways and hopes to continue his efforts.

- B. Adoption of Resolution No. 2024-1884 Accepting an Arizona Department of Housing (ADOH) Grant from the State Housing Trust Fund (SHTF), in the Amount of \$200,000.00.

City Clerk Sarah Siep stated that staff informed her prior to the meeting being convened that there is an issue with the state contract on this item and it will be postponed to a future meeting. There is no date certain at this time, but staff will keep Council informed.

This item was pulled from the agenda and will be discussed at a future meeting, no action was taken.

- C. Adoption of Resolution No. 2024-1887 Adopting the Tentative Budget for Fiscal Year 2025, and Setting the Public Hearing for the Final Budget, Expenditure Limitation and Tax Levy for the City of Prescott.

Deputy Finance Director Lars Johnson addressed the Council regarding this step in the adoption of next year's budget. Once this is approved the budget can be reduced but not increased. The public hearing will be set for Tuesday, June 25, 2024. He reviewed the budget process to date.

Property Tax Levy:

* Only increase based on new construction in the city and as such will be going down since last year to 24.43 per \$100,000 of assessed value

* FY24 - \$2,227,185

* FY25 - \$2,267,210

* 5% of general revenue sources in the General Fund

Total Budget:

* Increase of 7.9% from the previous fiscal year

* \$278,613,343 including contingencies as needed

Mayor Goode commented that the CPI increase in 5.9% is from the Phoenix Metro which is even lower than some of the inflationary rates in Prescott.

Councilwoman Fruhwirth asked if the additional full time employees (FTE) listed includes what would be part of the contingency if the public safety tax is approved.

Mr. Johnson reviewed the FTE additions for FY25:

- * Fire - 1 Fire Marshal
- * Public Works - 1 Administrative Specialist, 1 Environmental Project Manager, and 2 Solid Waste Equipment Operators
- * Other - 1 Community Development Customer Service Representative, 4 Recreation Services Forestry Technicians and 1 Paralegal
- * The official roster is 577 FTEs, some of these positions are temporary conversions to establish a permanent position

Upcoming Steps:

- * June 25 - public hearing for FY25 budget, alternative expenditure limitation and property tax levy; adoption of final budget by Council setting final budget, establishing the alternative expenditure limitation for FY25, approving the city job roster and adopting the approved expenditure list for FY25
- * July 9 - adopt property tax levy

Councilwoman Fruhwirth asked about the property tax levy only being against new construction.

Mr. Johnson responded that when new construction comes into city limits that wasn't on the assessed valuation from previous years. The rate that was established last year is applied to new construction which allows the levy to only be increased by a certain amount.

Member of the public Tony Hamer commented that the contingency for the proposed tax levy will go toward capital.

Mr. Johnson confirmed.

MOTION BY COUNCILMAN GAMBOGI TO ADOPT RESOLUTION NO. 2024-1887 ; SECONDED BY COUNCILMEMBER RUSING: PASSED (6 - 0)

- D. Adoption of Resolution No. 2024-1890 Setting Certain Citywide Fees & Approving a Citywide Fee Schedule for Fiscal Year 2024-25.
Deputy Finance Director Lars Johnson addressed the Council regarding adoption of the fee schedule for the city. He stated that there was a change to Exhibit A in the fee schedule which he will cover.

Two Changes:

- * Airport Safety System Credentialing
- * Library Interlibrary Postal Fee

Amendment to Exhibit A:

- * Community Development Fee - Subdivision Exemption on page 3 of 9 (Exhibit A) will be \$115.44

Mayor Pro Tem Cantelme asked if these fees are adjusted yearly or not at all. She stated that she feels this is a great thing and asked if it would be posted on the website.

Mr. Johnson responded that departments review these fees in alignment with the budget process and will be approved annually at that time. The goal is to do it once a year and he confirmed that it will be posted on the website.

MOTION BY COUNCILMAN GAMBOGI TO ADOPT RESOLUTION NO. 2024-1890; SECONDED BY COUNCILMEMBER RUSING: PASSED (6 - 0)

- E. Approval of City Contract No. 2023-068A16, an Amendment to City Contract No. 2023-068 with Ridgeline Builders LLC for First and Third Floor Improvements at 201 N Montezuma Street (New City Hall) in an Amount Not to Exceed \$2,343,895.58. Funding is Available in the General Fund.

Deputy Recreation Services Director Tim Legler provided a presentation to Council regarding the fifth and final phase of construction in this new building. Council Chambers will be moved to first floor, as well as creating office space for Community Development staff on the first floor and reconfigure the third floor. National average for this type of construction is \$240-250/square foot depending on the scope of work and this is coming in below that. There will be an attempt to have minimal impact to the public on access to the building and services, and given the positive relationship with Ridgeline he feels this will be a successful project in a short time-frame.

Councilmember Rusing asked about the history of Ridgeline Builders.

Ridgeline owner Dave Franz addressed Council stating that they were established in 2003, they are very invested in the community both personally and professionally. He added that they use all local subcontractors.

Member of the public Tony Hamer addressed the Council regarding the original purchase and the promise from the Council that the total expenditures would not go over \$10 million. He asked for an accounting of where the expenses stand now.

Mr. Legler responded \$14.7 million.

Councilman Montoya asked if this building could be built for that cost in the downtown area.

Mr. Legler responded that it could not.

Councilmember Rusing stated that tenant improvements have been done in phases and all-in-all when it is finished it will be a wonderful investment for the city.

MOTION BY COUNCILMAN GAMBOGI TO APPROVE CITY CONTRACT NO. 2023-068A16; SECONDED BY COUNCILMEMBER RUSING: PASSED (6 - 0)

- F. Presentation & Discussion Regarding the Approval and Adoption of the Prescott City Council's Strategic Plan.
Deputy City Manager Tyler Goodman provided a presentation to the Council regarding the February Strategic Plan workshops and process with Managing

Results to put together this plan.

Public Safety:

- * By FY28 the community will experience infrastructure as identified in the Fire Department's strategic plan of two new strategically located fire stations
- * By FY29 90% response times will be at or below 8 minutes
- * By FY29 the community will have the ability to successfully contact 911 through their cellular/mobile devices at any place within the city of Prescott
- * By FY28 community will experience a feeling of safety through the presence of Police Officers and increased capacity to respond, as evidenced by
 - Full staffing for the Police Department
 - Proactive community policing downtown
 - Increased traffic enforcement
- * Language related to the airport was amended by airport staff to address these goals as follows - By FY31 the community will experience infrastructure improvements that will allow unconstrained operations of commercial carriers and other airport tenants

Councilwoman Fruhwirth stated that the point of this section was public safety, and helping people feel confident that their homes and business were kept safe in a wildfire situation and while she understands what they did, they've lost that sense with this revision to the language. She would like to have the wildfire aircraft addressed in the tenants to bring this back.

Mr. Goodman responded that this is the Council's language and staff can amend it as they would like.

Mayor Goode stated that the Prescott Airport is the firefighting hub for northern Arizona, so he is okay with language amendments as long as it is focused.

Mr. Goodman responded that language will be added "through safety and infrastructure improvements....commercial carriers, other airport tenants and firefighting capabilities".

Dynamic Economic Environment:

- * By FY26 the city will be proactively identifying and attracting new businesses to the community as evidenced by the completion and ongoing implementation of the Economic Development Strategic Plan
- * By FY26 the city will be proactively identifying and attracting new commercial development to match the residential development that is occurring in the northern part of the community
- * By FY28 the annual direct spending from tourism will grow from \$252 million to \$288 million
- * The community will experience a full-service regional airport that provides reliable, sustained, commercial air service as evidenced by
 - By FY26 develop an Economic Development Strategic Plan specific to the airport for bringing in new businesses (paying high wages) and commerce in and around the Prescott Regional Airport
 - By FY28 two new aviation related businesses will be located near the Prescott Regional Airport

- By FY29 the annual economic impact of the Prescott Regional Airport will grow from \$162 million to \$186 million

Councilmember Rusing stated that "to match residential development..." is not appropriate and would like "to serve" instead.

Councilwoman Fruhwirth asked for the language to be changed to "airport area" and not just the airport itself.

Infrastructure:

- * The community will experience the safe, efficient flow of traffic/transportation throughout the city as evidenced by

- By FY26 there will be a reduction in traffic injuries/fatalities
- By FY27 there will be a reduction in traffic congestion
- By FY28 there will be a reduction in pedestrian injuries/fatalities

- * Beginning in FY24, in alignment with the long-range regional Transportation Plan and working partners (CYMPO, ADOT, etc.) the city will champion the development of a regional network to include the highway system and regional roadways

- * By FY28 through the development of a long-term Water Management Plan that includes a focus on infrastructure, distribution and delivery, conservation and safety, the community will experience safe potable water within the water service area boundary

- * By FY28 in alignment with the Workforce Housing Committee, the General Plan and the housing Needs Assessment, the city will facilitate a continuum of housing options for essential workers, so they can live, work and be engaged in the Prescott community

Councilmember Rusing stated that she would like the language to read "the city will provide" instead of "the community will experience"

Mr. Goodman responded that the goal of the consultants was to have the "community will experience" language throughout the plan and that is the theme here, but if the Council wishes to change, staff can.

Councilman Gambogi stated that he likes the language as is.

Preserving and Protecting the Natural Environment:

- * Beginning in FY25 through regional cooperation and partnerships and the enforcement of the 25% open space requirement, the community will experience increased trail connectivity, outdoor recreation opportunities and meaningful wildlife corridors

- * By FY28 through regional cooperation and partnerships and a comprehensive risk assessment that builds a strategic mitigation response and recovery plan, the Prescott community will experience increased resiliency in planning for, dealing with and recovering from disasters

Good Governance:

- * The city is committed to becoming a community-focused and performance-driven organization as evidenced by

- Beginning in FY25, the community will receive updates on progress toward the achievement of the city's Strategic Plan (every 6 months)
- By FY27 the community will receive updated performance information and trends about results at the department level
- To ensure fiscal transparency and accountability, by FY27 the city's budgets will be tied to results

Councilwoman Fruhwirth stated that she would like to change the title to a certain number of years Strategic Plan and asked how this will be communicated to the public and when the first six-month update be provided.

Mr. Goodman responded that the first update will be presented in January, and added that staff can communicate this however the Council would like. It will be posted to the website and staff can do additional outreach as well.

Councilmember Rusing stated that she is pleased with this outcome, and it is the first time the Council has used a consulting firm different from previous years.

Mayor Pro Tem Cantelme stated that the Strategic Plan is a road map and hopes we keep this up.

Member of the public Tony Hamer stated that he is glad to see something getting started. This is a professional and hearty strategic plan. He applauded the Council for doing this and urged them to raise the awareness and communication of the plan.

MOTION BY COUNCILMAN GAMBONI TO APPROVE ADOPTION OF THE COUNCIL STRATEGIC PLAN WITH DISCUSSED REVISIONS; SECONDED BY MAYOR PRO TEM CANTELME: PASSED (6 - 0)

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

Water Resource & Environmental Services Brian Ruiz provided a presentation to Council regarding this item which was continued from May 28 related to the possible roll-over of the water budget. Since then, the Water Issues Subcommittee (WIS) met and discussed recommendations for the Council to set the water budget for the next six-month budget period. The Subcommittee members reviewed the budget over the last six months and projections for the upcoming six months. The new period will allow for rollover from the current period and recommendations will be heard at the June 25 Council Meeting and staff recommend denying the rollover and staff will return with the recommendations from WIS on June 4.

Mayor Goode stated that the determination of the acre feet per category, roll-overs and whether the two categories are fungible, appeals for large projects, etc. are within the purview and responsibility of the Mayor's Water Policy Review & Monitoring Commission (Commission) and WIS is there to apply the policy as it exists for water service applications, the recommendations from that body are inappropriate and should come from the Commission. He was disappointed that the group had not advanced enough to make those recommendations.

Commission Chair Lamerson addressed the Council regarding the Ad Hoc, which is made up of different members of the community and makes recommendations on monitoring water use and budgeting water use. They came up with establishing a water budget for every year to know where you are going forward and one of the things that concerned him during their review was things being forwarded without the Commission's input or recommendation. They haven't met for a while, and he doesn't know why.

Mayor Goode stated that he feels the Commission needs to get back on track and start meeting again.

City Clerk Sarah Siep stated that at the direction of the Mayor a proposal will be coming forward at the June 25 Voting Meeting to dissolve the Ad Hoc and establish the Commission as a Standing Committee with clear roles. They would then be able to move forward with convening them at that time.

Mayor Goode stated that the Mayoral Ad Hoc should review the rollover and budget recommendations for the Council in the next budget cycle.

Mr. Ruiz stated they could work on that. Staff needs a recommendation to deny the rollover and on June 25 there will be recommendations from June 4.

MOTION BY MAYOR PRO TEM CANTELME TO DENY ITEM 11.G.;
SECONDED BY COUNCILMAN GAMBOGI: PASSED (5 - 0 - 1) COUNCILMAN
MONTOYA ABSTAINING

12. ADJOURNMENT

Quote: "A nation of well informed citizens who have been taught to know and prize the rights which God has given them, cannot be enslaved." - Benjamin Franklin

There being no further business to discuss, Mayor Goode adjourned the meeting at 5:01 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 June 11, 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: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: City Clerk
ITEM #: 8.B
SUBJECT: Approval of Fiscal Year 2025 Contracts for the City Attorney and City Clerk.

ITEM SUMMARY

The Prescott City Charter designates the City Council to appoint and set compensation for the City Attorney and the City Clerk. This item is presented for consideration and approval of the FY25 contracts and pay adjustments for these appointed City Officials.

BACKGROUND

On June 11, 2024 the City Council conducted annual performance evaluations in an Executive Session.

Council proposes the approval of pay adjustments as follows:

To \$ 215,000 for the City Attorney

To \$ 136,000 for the City Clerk

And approval of employment contracts as presented.

FINANCIAL IMPACT

Salaries plus allowances and other employer costs are budgeted in the City Clerk and City Attorney departments. The costs of these departments are allocated internally per budget policy across all City funds.

RECOMMENDED ACTION

1) MOVE to approve City Contract No. 2022-197A3 for the City Attorney; and 2) MOVE to approve City Contract No. 2020-120A5 for the City Clerk

ATTACHMENTS

1. Contract No. 2020-120A5.2024
2. Contract_2022-197A3.2024 City Attorney

**EMPLOYMENT CONTRACT OF CITY CLERK
CITY CONTRACT NO. 2020-120A5**

THIS EMPLOYMENT CONTRACT No. **2020-120A5**, by and between the **City of Prescott**, a municipal corporation of the State of Arizona, acting through its City Council, hereinafter referred to as “City”, and **Sarah M. Siep**, hereinafter referred to as “City Clerk”.

WHEREAS, the Charter of the City of Prescott empowers the Council of the City of Prescott to appoint and remove the City Clerk of the City of Prescott; and

WHEREAS, the City and City Clerk, entered into that certain Employment Contract of City Clerk on December 5, 2019 (City Contract No. 2020-120) which has been subsequently extended by agreement between the City and City Clerk and;

WHEREAS, the City and the City Clerk now desire to amend the City Clerk’s contract.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. APPOINTMENT

City agrees to employ **Sarah M. Siep** as City Clerk of the City of Prescott.

SECTION 2. TERM

The City Clerk shall serve at the pleasure of the Council of the City of Prescott for the term of July 1, 2024 through June 30, 2025. Each Term shall automatically renew for a subsequent period of the same length as the initial Term unless the City gives the City Clerk written notice of termination at least sixty (60) days prior to departing the City or the City Clerk gives the City written notice of termination at least sixty (60) days prior to departing the City.

SECTION 3. SALARY

The salary of the City Clerk’s term of this Agreement shall be One Hundred Thirty-Six Thousand Dollars (\$136,000.00) per annum. Beginning on July 1, 2025, the City Clerk shall be entitled to the same automatic Consumer Price Index (CPI) cost of living adjustments provided to all other City employees effective July 1 of each term.

SECTION 4. SEVERENCE PAY

In the event that the City Clerk is removed from office by the Council of the City of Prescott, the City Clerk shall be entitled to severance pay as set forth below. Severance

pay shall mean the gross monthly salary as set from time to time between the parties. In the event that the City Clerk is removed during the term of this Agreement, or any time thereafter, then the City Clerk shall be entitled to six (6) months severance pay. Should the City Clerk resign under this Agreement, the City Council shall have no obligation to pay severance pay to the City Clerk, but may, at its discretion, determine whether or not severance pay will be paid to the City Clerk. The City shall not be obligated for severance hereunder in the event that the cause for removal shall be felonious conduct while in office, or in the event that the City Clerk shall not have given a minimum of sixty (60) days notice of her resignation.

SECTION 5. REMOVAL OF CITY CLERK

This Agreement may be terminated by the City, acting through the City Council. In accordance with Article IV, Section 2 of the Charter of the City of Prescott, the City Clerk serves at the pleasure of the City Council, and subject to the terms of Paragraph 4 herein, no cause shall be required for her termination.

SECTION 6. COMPLIANCE WITH LAW

The City Clerk agrees to comply with the provisions of the Charter of the City of Prescott, the City Code of the City of Prescott, formal recorded actions of the City Council, and any and all other applicable laws.

SECTION 7. EVALUATIONS OF CITY CLERK

The City Clerk shall be evaluated by the Council of the City of Prescott, on an annual basis no later than July 1 of each year.

SECTION 8. SALARY AND BENEFIT ADJUSTMENTS

Following the performance evaluation of the City Clerk by the City Council, the term, salary and any additional benefits of the City Clerk may be adjusted by the City Council. Sections 2 and 3 of this Agreement shall be deemed to be so amended by formal recorded vote of the City Council. The balance of the terms contained herein shall remain in effect as written, unless amended in writing and signed by the parties.

SECTION 9. VACATION AND OTHER BENEFITS

In addition to her salary, the City Clerk shall be entitled to all of the benefits accorded her pursuant to the provisions of Title 1, Chapter 20 of the City Code, as amended from time to time, and other applicable City policies. The City Clerk is provided a PTO accrual rate of 7.696 per pay period. The City Clerk is exempt status and credited 40 hours exempt leave every January to use or lose by end of calendar year. City Clerk will also receive a car allowance of \$400.00 per month and a technology allowance of \$150.00 per pay month and a city laptop will be provided.

SECTION 10. NOTICE OF RESIGNATION

City Clerk hereby agrees to give a minimum of sixty (60) days written notice in the event that she resigns from the office of City Clerk, City of Prescott, Arizona.

SECTION 11. CANCELLATION

Pursuant to A.R.S. §38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City 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.

SECTION 12. ENTIRE AGREEMENT

The text of this Agreement constitutes the entire agreement between the parties. Any representations, statements, promises, or understanding not contained herein shall be of no continued force, effect or validity.

SECTION 13. SEVERABILITY

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 25th day of June 2024.

EMPLOYEE:

FOR THE CITY:

Sarah M. Siep

Philip R. Goode, Mayor

Approved as to form:

ATTEST

Joseph Young, City Attorney

Torey Dawson, Deputy City Clerk

**EMPLOYMENT CONTRACT
CITY ATTORNEY
CITY CONTRACT NO. 2022-197A3**

THIS EMPLOYMENT CONTRACT No. 2022-197 by and between the **City of Prescott**, a municipal corporation of the State of Arizona, acting through its City Council, hereinafter referred to as "City", and **Joseph D. Young**, hereinafter referred to as "City Attorney".

WHEREAS, the Charter of the City of Prescott empowers the Council of the City of Prescott to appoint City Attorney of the City of Prescott; and

WHEREAS, the City desires to have Joseph D. Young serve as its City Attorney;

WHEREAS, Joseph D. Young desires to serve as City Attorney of the City of Prescott upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. APPOINTMENT

City agrees to employ **Joseph D. Young** as City Attorney for the City of Prescott effective June 13, 2022.

SECTION 2. TERM

The City Attorney shall serve at the pleasure of the Council of the City of Prescott for the term of July 1, 2024, through June 30, 2025. Each Term shall automatically renew for a subsequent period of the same length as the initial Term unless the City gives the City Attorney written notice of termination at least (30) days prior to departing the City, or the City Attorney gives the City written notice of termination at least (60) days prior to resigning from the City.

SECTION 3. SALARY

The salary of the City Attorney shall be Two Hundred Fifteen Thousand Dollars, (\$215,000) per annum. Beginning on July 1, 2025, the City Attorney shall be entitled to the same automatic Consumer Price Index (CPI) cost of living adjustments provided to all other City employees effective July 1 of each term.

SECTION 4. SEVERANCE PAY

If the City Attorney is removed from office by the Council of the City of Prescott, for reasons other than those specified in the last sentence of this Section 4, the City Attorney shall be entitled to six (6) months of severance pay as set forth below. Severance pay shall mean the gross monthly salary as set from

time to time between the parties. Should the City Attorney resign under this Agreement, the City Council shall have no obligation to pay severance to the City

Attorney, but may, at its discretion, determine to pay up to six (6) months of severance to the City Attorney. The City shall not be obligated for severance hereunder if the cause for removal shall be felonious conduct while in office, or if the City Attorney shall not have given a minimum of sixty (60) days' notice of his resignation.

SECTION 5. COMPLIANCE WITH LAW

The City Attorney agrees to comply with the provisions of the Charter of the City of Prescott, the City Code of the City of Prescott, formal recorded actions of the City Council, and all other applicable laws.

SECTION 6. PERFORMANCE EVALUATIONS OF CITY ATTORNEY

The City Attorney shall be evaluated by the Council of the City of Prescott, on an annual basis.

SECTION 7. SALARY AND BENEFIT ADJUSTMENTS

Following the annual evaluation of the City Attorney by the City Council, the salary, and any additional benefits of the City Attorney may be adjusted by the City Council. Section 3 of this Agreement shall be deemed to be so amended by formal recorded vote of the City Council. The balance of the terms contained herein shall remain in effect as written, unless amended in writing and signed by the parties.

SECTION 8. SIGN ON BONUS

To assist with housing/rent, house hunting trips and other related expenses, the City Attorney will receive a one-time lump sum of \$10,000 provided with his first paycheck with the City of Prescott. This \$10,000 shall be repaid to the City by the City Attorney in the event the City Attorney voluntarily separates from the City within one (1) year from hire date.

SECTION 9. MOVING ALLOWANCE

The City Attorney will be provided reimbursement for expenses actually incurred for relocation to the City of Prescott with documented receipts up to \$10,000. The amount of documented receipts up to \$10,000 shall be repaid to the City by the City Attorney in the event the City Attorney voluntarily separates from the City within one (1) year from hire date.

SECTION 10. VACATION AND OTHER BENEFITS

The City Attorney shall be entitled to all the normal benefits accorded him pursuant to the provisions of Title 1, Chapter 20 of the City Code, as amended from time to time, and other applicable City policies. The City Attorney shall be

given a one-time credit of 40 hours to the PTO bank on his start date with an accrual rate of 7.696 hours per pay period. The City Attorney's FLSA status is exempt, and as such, he will be credited 40 hours exempt leave every January to use or lose by the end of the calendar year, prorated for calendar year 2022 from City Attorney's start date. The City Attorney will receive a car allowance of Four Hundred Dollars (\$400.00) per month and technology allowance of One Hundred Fifty Dollars (\$150.00) per month. A City cell phone, computer laptop and computer desktop will also be provided.

SECTION 11. NOTICE OF RESIGNATION

City Attorney hereby agrees to give a minimum of sixty (60) days' written notice if he resigns from the position of City Attorney, City of Prescott, Arizona.

SECTION 12. CANCELLATION

Pursuant to A.R.S. §38-511, the City of Prescott may cancel this contract after 30 days written notice, without penalty or further obligation, if any person significantly involved in initiating, negotiating, 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.

SECTION 13. ENTIRE AGREEMENT

The text of this Agreement constitutes the entire agreement between the parties. Any representations, statements, promises, or understanding not contained herein shall be of no continued force, effect, or validity.

SECTION 14. SEVERABILITY

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 25th day of June, 2024.

Joseph D. Young, City Attorney

Philip R. Goode, Mayor

Attest

Sarah M. Siep, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: City Clerk
ITEM #: 8.C
SUBJECT: Adoption of Resolution No. 2024-1894
Establishing the Water Policy Review &
Monitoring Committee in Lieu of the Former
Mayoral Ad Hoc Committee.

ITEM SUMMARY

This item is for the adoption of Resolution No. 2024-1894 which would dissolve the Mayor's Water Policy Review & Monitoring Commission in order to establish a standing committee for the same and more firmly establish the goals and purpose of this group.

BACKGROUND

Following adoption of the 2022 Water Management Policy, Mayor Goode established the Mayor's Water Policy Review & Monitoring Commission to review and monitor the success of the policy and provide feedback to the Council regarding the same. Given the importance and ongoing need for review of the policy and recommendations to Council, the Mayor has recommended that the Commission be changed to a Standing Committee. Not only will the Committee monitor the policy, they will also make a recommendation to the Council each June and December regarding the upcoming six-month water budget allocations.

Upon adoption of this Resolution, the Mayor's Commission will be dissolved, and a recruitment will be opened for the seven (7) member Standing Committee. Appointments will be made through the normal BCC policy.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2024-1894

ATTACHMENTS

1. Resolution No. 2024-1894

RESOLUTION NO. 2024-1894

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ESTABLISHING A SEVEN MEMBER WATER POLICY REVIEW & MONITORING COMMITTEE IN LIEU OF THE FORMER MAYORAL AD HOC COMMITTEE

RECITALS:

WHEREAS, Chapter 1-3 of the Prescott City Code authorizes the Mayor and Council to form Standing Committees of the City to act in an advisory role to the Mayor and Council; and

WHEREAS, Standing Committees require a significant amount of staff time, city resources and commitment from volunteer members; and

WHEREAS, following adoption of the 2022 Water Management Policy, the Mayor established the Mayor's Commission on Water Policy Review & Monitoring to review and monitor the policy and provide feedback to the Council regarding the same; and

WHEREAS, given the importance and ongoing need for review and recommendations to Council, the Mayor is recommending the Commission be converted to a Standing Committee.

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

SECTION 1. THAT, the Water Policy Review & Monitoring Committee shall be formed and comprised of seven (7) members serving three-year terms.

SECTION 2. THAT, the role of the Committee shall be to review and monitor the city's water management policy and, twice a year in June and December make recommendations to the Council regarding the upcoming six-month water budget.

SECTION 3. THAT, the Committee shall meet once monthly as scheduled by staff.

SECTION 4. THAT, Committee members shall be selected and appointed per the usual Board, Commission and Committee process and recommended to the whole of Council by the Council Subcommittee on Appointments.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 25th day of June, 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 Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2024-1894 is a true, correct and accurate copy of Resolution No. 2024-1894, 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



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Public Works
ITEM #: 8.D
SUBJECT: Approval of Two Contracts Regarding
Emergency & On-Call Traffic Control as Follows:
1) City Contract No. 2024-229 with Trafficade
Service, LLC, dba AWP Safety; and 2) City
Contract No. 2024-230 with Quail Construction,
LLC for Rental of Traffic Control Devices.
Funding is Budgeted & Available in the Public
Works and Recreation Services Departments.

ITEM SUMMARY

Public Works and Recreation Services rent traffic control devices for right of way operations. These contracts will facilitate contract pricing and availability from these approved vendors.

BACKGROUND

The Public Works and Recreation Services departments must follow established guidelines in placing traffic control devices for routine work, events, and emergency situations that occur within the right-of-way. These contracts will facilitate 24-hour access to these services pursuant to the terms of the proposed contracts with either vendor as needed. Contract No. 2024-229 with Trafficade Service, LLC, dba AWP Safety is not to exceed \$60,000 per year. Contract No. 2024-230 with Quail Construction, LLC is not to exceed \$60,000 per year.

These contracts support the Council's Strategic Plan of good governance through community-focused and performance-driven service with improved response times, traffic flow, and public safety.

FINANCIAL IMPACT

The funds for these contracts are budgeted in FY25 for Public Works and Recreation Services.

RECOMMENDED ACTION

1) MOVE to approve City Contract No. 2024-229; and 2) MOVE to approve City Contract No. 2024-230

ATTACHMENTS

1. Contract Cover Sheet for Council_2024-230
2. Council - Professional_Services_Agreement_2025-038
3. Contract Cover Sheet for Council_2024-229
4. Council - Professional_Services_Agreement_2025-038

Contract Details

Contract Number	Presenting Department
2024-230	Public Works
Company Name	
Quail Construction LLC	
Contact Information	
Phone: 928-314-1212	
Email: cstumm@quailcorp.com	
Address: 60 E. Rio Salado Pkwy Suite 900 Tempe, AZ 85281	
Term Details	
1 Year with an option to extend up to 4 additional 1 year periods.	
Dollar Amount	
\$ 60,000.00	
Scope of Services	
Emergency and On-Call Traffic Control Services to support all city use for routine work, events, and emergency situations that occur within the right-of-way. Access to these services will be 24 hours per the terms of the contract as needed.	



PROFESSIONAL SERVICES AGREEMENT / CONTRACT

for

****Project**

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 ** 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 **), and as requested by the City ** 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 ** (**) years, 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, Arizona 86301	**
contracts@prescott-az.gov	email

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 amendment issued by the Purchasing Division, 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. 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.

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

EXHIBIT “A”

Contract Details

Contract Number	Presenting Department
2024-229	Public Works
Company Name	
Trafficade Service, LLC dba AWP Safety	
Contact Information	
Phone: 928-499-1023	
Email: michael.clark@awpsafety.com	
Address: 2533 W. Holly Street Phoenix, AZ 85009	
Term Details	
1 Year with an option to extend up to 4 additional 1 year periods.	
Dollar Amount	
\$ 60,000.00	
Scope of Services	
Emergency and On-Call Traffic Control Services to support all city use for routine work, events, and emergency situations that occur within the right-of-way. Access to these services will be 24 hours per the terms of the contract as needed.	



PROFESSIONAL SERVICES AGREEMENT / CONTRACT

for

****Project**

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:

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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".
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Prescott, Arizona 86301	**
contracts@prescott-az.gov	email

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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.

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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.
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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.
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- (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.
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- (E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written amendment issued by the Purchasing Division, 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. 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.

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

EXHIBIT “A”



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Public Works
ITEM #: 8.E
SUBJECT: Approval of City Contract No. 2023-211A3, an Amendment to City Contract No. 2023-211 with J. Banicki Construction for the Hwy 69 Sewer Force Main & Yavapai Hills Water Main Protection Project in an Amount Not to Exceed \$253,900.56 Utilizing the City's Job Order Contract (JOC). Funding is Budgeted & Available in the Water and Wastewater Funds.

ITEM SUMMARY

This item is to approve Contract No. 2023-211A3, an Amendment to City Contract No. 2023-211, with J. Banicki Construction for the Hwy 69 Sewer Force Main and Yavapai Hills Water Main Protection Project in an Amount not to Exceed \$253,900.56 utilizing the City's Job Order Contract. The project locations are shown on the attached vicinity map.

BACKGROUND

This project generally consists of storm drain channel repairs on two critical utility locations:

The Hwy 69 Sewer Force Main, located next to SR69, on the north side of Holiday Inn Express, transports sewer by lift station from Yavapai Hills to the Sundog Waste Water Treatment Plant. Approximately 100 linear feet of this main has become exposed from storm water flows and needs to be armored with rock, concrete, and gabion baskets. Total proposed cost for this portion is \$111,306.61.

The Yavapai Hills Water Main is a major area water main that travels down the south phase of the hill where the Yavapai Hills Water Tank resides. A 20-foot section of 12-inch water main has become exposed on the side of the hill in a storm water drain way. In order to ensure the erosion is halted, existing gabion mattresses will be extended up the hill to the main. Rock shoring and concrete will be used to protect the main from further erosion and damage by debris carried in storm events. Total proposed cost for this portion is \$142,593.95.

The total amendment cost is \$253,900.56.

No utility outages are expected. This maintenance of storm water channels must be done in order to ensure the longevity of the utility system.

FINANCIAL IMPACT

Funding for this work is budgeted and available in FY24 from the Water and Wastewater funds.

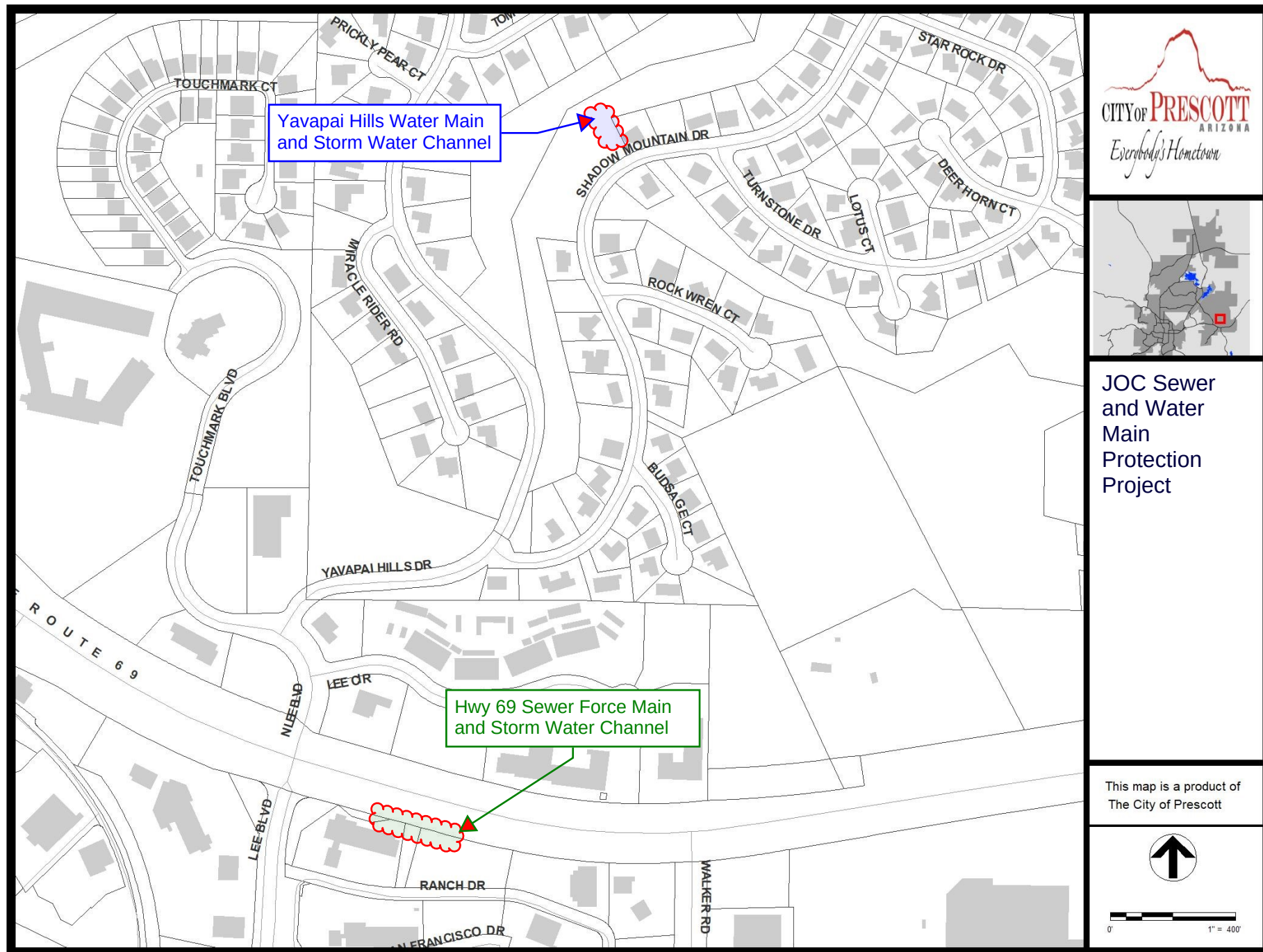
RECOMMENDED ACTION

MOVE to approve City contract N0. 2023-211A3

ATTACHMENTS

1. Sewer and Water Washout Yavapai Hills JOC
2. 23099R3JOC-Exposed Sewer Main Repair- Submittal 06.13.2024
3. 2023-211A3-Contract Cover Sheet for Council
4. Amendment_JOC Template

Sewer and Water Main Washout Protection



Exposed Sewer & Waterline Project - City of Prescott JOC



J Banicki Construction

4720 E. Cotton Gin Loop, Suite 240

Phoenix, Arizona 85040

LIC#: A ROC091410

Contact: Lonnie Ferguson

Phone: 602-469-3032

Email: lfeguson@banicki.com

Quote To: City of Prescott
 Attention: Benjamin Burns
 Address: 433 N. Virginia Street
 City State Zip: Prescott, AZ 86301
 Email: benjamin.burns@prescott-az.gov
 Phone: 928-777-1130

Job Name: Exposed Sewer & Waterline Project - Ci
 Owner: City of Prescott

Date: 06-13-2024

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	HOLIDAY INN EXPRESS (OPTION 1 & 2)				
10	MOBILIZATION/DEMOBILIZATION	1.00	LS	12,500.00	12,500.00
20	PREP WORK AREA	1.00	LS	4,900.00	4,900.00
30	PIPE SHADING	1.00	LS	5,250.00	5,250.00
40	CONCRETE BACKFILL	20.00	CY	885.00	17,700.00
50	EROSION CONTROL GEOFABRIC	200.00	SY	17.00	3,400.00
60	RIPRAP FILL (4" TO 8" ROCK)	81.00	TON	157.00	12,717.00
70	RIPRAP GROUT	30.00	CY	888.00	26,640.00
80	GABION BASKETS	35.00	CY	650.00	22,750.00
90	SALES TAX Prescott (8.35%, 5.14809)	1.00	LS	5,449.61	5,449.61
	HOLIDAY INN EXPRESS (OPTION 1 & 2)				111,306.61
	YAVAPAI HILLS WATERLINE				
100	MOBILIZATION/DEMOBILIZATION	1.00	LS	12,500.00	12,500.00
110	TRAFFIC CONTROL	1.00	LS	8,100.00	8,100.00
120	VMBs PREWARNERS	14.00	CD	275.00	3,850.00
130	PREP WORK AREA	1.00	LS	3,500.00	3,500.00
140	EARTHWORK AND HAUL OFF	1.00	LS	45,560.00	45,560.00
150	1 SACK SLURRY ENCASEMENT	20.00	LF	578.00	11,560.00
160	EROSION CONTROL GEOFABRIC	185.00	SY	25.50	4,717.50
170	GABION BASKETS	7.00	CY	975.00	6,825.00
180	RENO MATTRESS	40.00	CY	975.00	39,000.00
190	SALES TAX Prescott (8.35%, 5.14809)	1.00	LS	6,981.45	6,981.45
	YAVAPAI HILLS WATERLINE				142,593.95
GRAND TOTAL					\$253,900.56

NOTES:

This proposal is based upon the document that Benjamin Burns provided to us and the attached clarifications.



J. Banicki Construction, Inc.
4720 E. Cotton Gin Loop, Ste. 240
Phoenix, AZ 85040
Lic # A ROC 091410
480-921-8016 (phone)
480-921-9456 (fax)

Date: 6/13/20234

Scope Clarifications and Assumptions City of Prescott-Exposed Sewer & Waterline Cover

General:

- J. Banicki Construction, Inc. (Banicki) proposes to furnish labor, equipment and materials in accordance with the Exposed Sewer Mains manual by Benjamin Burns dated 7/26/2023. All work, specified in the attached proposal will be completed in a workmanlike manner according to standard industry practices.
- Pricing is based on each major location being a separate project (Holiday Inn Express & Yavapai Hills).
- This pricing assumes that all work will be awarded.
- Any alterations or deviations from our proposal involving extra cost will be executed only upon written change order and will become a change to the contract.
- Banicki has developed pricing based on our best interpretation of the above referenced manual.
- Permits and utility fees are not included in Banicki's pricing.
- The cost for water and water hauling from nearby fire hydrants is included in our pricing.
- It is assumed that the city will arrange for access with property owners.
- City will arrange for the lease of Mr. Lee's property adjacent to the Holiday Inn. The lot is for a access to the Holiday Inn site and a construction yard for Banicki to utilize.

Holiday Inn Express (Option 1 and 2)

Bid Items: 10 Mobilization / De-Mobilization

- This item includes cost of equipment moving in and out of the project site.
- Mobilization of excavating equipment, trucks, pumps and miscellaneous items to the project area. Breakdown equipment, load and remove from site upon completion of work.
- City to arrange for project access at this site through the vacant lot just east of the Holiday Inn Express. See General notes for additional information on the vacant lot.

Mobilization (JBCI)	1.000 LS
Mobilization (Sub)	1.000 LS

Bid Items: 20 Prep Work Area

- Clear brush along the drainage ditch alignment.
- Remove large rocks off of exposed pipe and prepare subgrade for placement of pipe shading/backfill and riprap placement.

Access and Prep Work Area	1.000 LS
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Bid Items:30 Pipe Shading

- Place polywrap over exposed pipe. This does not include overexcavating around entire pipe. Banicki will just be covering the exposed pipe.
- Place pea gravel bedding around exposed pipe.

Bedding Buy-Pea Gravel	1.000 LS
Misc Pipe Materials Buy	1.000 LS
Wrap Pipe and Bed	1.000 LS



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 Phoenix, AZ 85040
 Lic # A ROC 091410
 480-921-8016 (phone)
 480-921-9456 (fax)

Bid Item: 40 Concrete Backfill

- 20 CY of concrete backfill to comply with notes in the project manual.

Buy Conc Materials	20.000 CY
Place concrete backfill per diagram	20.000 CY
Concrete Pump Rental	20.000 CY

Bid Items: 50 Erosion Control Geofabric

- Install geofabric under riprap areas. Fabric under riprap is generally required by MAG standards.

Fabric Buy	200.000 SY
Install geofabric	200.000 SY

Bid Items: 60 Place Riprap Fill (4" to 8" rock)

- Place riprap fill in channel at Holiday Inn Express. 4" to 8" angular riprap. Excludes reno mattress. Holiday Inn Express site to be grouted riprap with gabion wall along one side.

Riprap Buy	81.000 TN
Install riprap	81.000 TN

Bid Items: 70 Riprap Grout

- Grout riprap at Holiday Inn Express site.

Grout Buy	30.000 CY
Grout Place	30.000 CY
Concrete Pump Rental	30.000 CY

Bid Items: 80 Gabion Baskets

- Gabion baskets and rock fill along north side of channel at the Holiday Inn Express site.

Riprap Buy	35.000 CY
Gabions Buy	35.000 CY
Install gabion baskets	35.000 CY

Bid Items: 90 Sales Tax

- Rate is 65% of 8.35% (City of Prescott & Yavapai County). Tax factor = 5.14809%.

	1.000 LS
--	----------

Yavapai Hills Waterline

Bid Items: 100 Mobilization / De-Mobilization

- This item includes cost of equipment moving in and out of the project site.
- Mobilization of excavating equipment, trucks, pumps and miscellaneous items to the project area. Breakdown equipment, load and remove from site upon completion of work.

Mobilization (JBCI)	1.000 LS
Mobilization (Sub)	1.000 LS

Bid Items: 110 Traffic Control

- Submit traffic control plan to the city.
- Side of road closure to accommodate delivery trucks, personnel vehicles and concrete pumping.

Traffic Control Rental, Delivery, On-Site Moves and Take-down Items	1.000 LS
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 Phoenix, AZ 85040
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 480-921-9456 (fax)

Traffic Control Maintenance - JBCI 1.000 LS

Bid Items: 120 VMB Prewarners

- Provide two VMBs 7 days in advance of starting work.
 VMB's - Variable Message Boards - 2 Each per Calendar Day 14.000 CD

Bid Items: 130 Prep Work Area

- Clear vegetation along the alignment to access work zones from the edge of the road.
- Smooth out heavily eroded areas for safe access for workers to install concrete pump lines.
 Access and Prep Work Area 1.000 LS

Bid Item: 140 Earthwork and Haul Off

- Excavation will be required to make channel bottom and side slope grades.
- Haul off excess soil to a local dump site or to a project requiring fill material.
- Fine grade and compact subgrade prior to riprap placement.
 Earthwork 1.000 LS
 Dump Fees Common Excavation 1.000 LS

Bid Item: 150 1 Sack Slurry Encasement

- Place 1 sack CLSM around exposed pipe as outlined in the project manual.
- Concrete pump rental to place CLSM.
 Bedding Buy-1 sack CLSM 20.000 LF
 Misc Pipe Materials Buy 20.000 LF
 Pipe encase with CLSM 20.000 LF
 Concrete Pump Rental 20.000 LF

Bid Items: 160 Erosion Control Geofabric

- Install geofabric under 185 SY of riprap areas. Fabric under riprap is generally required by MAG standards.
 Fabric Buy 185.000 SY
 Install geofabric 185.000 SY

Bid Items: 170 Gabion Baskets

- Gabion baskets with rock fill along both sides of the exposed waterline at the Yavapai Hills site.
 Riprap Buy 7.000 CY
 Gabions Buy 7.000 CY
 Install gabion baskets 7.000 CY

Bid Item: 180 Reno Mattress.

- Install approximately 40 CY of gabion/reno mattress with rock fill along the bottom and side slopes of the channel as outlined in the project manual.
 Riprap Buy 40.000 CY
 Gabions Buy 40.000 CY
 Install gabion mattress 40.000 CY

Bid Items: 190 Sales Tax

- Rate is 65% of 8.35% (City of Prescott & Yavapai County). Tax factor = 5.14809%. 1.000 LS



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Phoenix, AZ 85040
Lic # A ROC 091410
480-921-8016 (phone)
480-921-9456 (fax)

Exclusions:

- Hazardous material removal
- Environmental fees and testing
- Unforeseen site conditions
- Repair of existing pipe lines either existing or due to construction operations
- Permits
- SWPPP Plan
- Existing pavement, curb or sidewalk repairs
- Video inspection of existing lines pre or post construction
- Asphalt surface treatment or sealing
- Repairing of damaged roads due to truck hauling
- Community Outreach

Contract Details

Contract Number	Presenting Department
2023-211 A 3	Public Works
Company Name	
J. Banicki Construction	
Contact Information	
Phone: 602-469-3032	
Email: lferguson@banicki.com	
Address: 4720 E. Cotton Gin Loop, Suite 240 Phoenix, AZ 85040	
Term Details	
120 Calendar Days	
Dollar Amount	
\$ 253,900.56	
Scope of Services	
Storm drain channel repairs on the Hwy 69 Sewer Force Main and Yavapai Hills Water Main Protection to include rock, concrete, gabion baskets, and extend gabion mattresses.	



Contract Amendment No. ** (0)
Job Order Contracting for ** Construction Project
Project Name **
Contractor: **
Contract No: ****_****
Account No(s): *****_****_****_
Date **

Purpose of Amendment:

To ****

Summary of Contract:

<i>Description</i>	<i>Amount of Amendment</i>	<i>Total amount Remaining for Fiscal year.</i>
****	****	
Total Amount Remaining for other Projects in Fiscal Year 2024		\$ -

This contract amendment is only for the amount per the quote attached.

All other terms of the original JOC contract remain the same.

SCOPE OF WORK :

The intent of the Plans and Specifications is to prescribe a complete work for the described project which the Contractor shall perform in a manner acceptable to the City Public Works Director and in full compliance with the terms of the Contract.

Unless otherwise specified in the Project Special Provisions (attached), the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the specified time.

All standard specifications and details referenced, unless otherwise noted, shall conform to all the City of Prescott Standard Specifications and Detail Drawings, most current revisions, and to the most current editions of the Uniform Standard Specifications and Details for Public Works Construction by the Maricopa Association of Governments (MAG Specifications and Details), including revisions thereto.

PROJECT SCHEDULE:

The Contractor shall fully complete all work under this Contract within **** (**) calendar days beginning with the calendar day as noted in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

The following milestones are estimates of the earliest dates possible for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City. The City reserves the right to amend the project schedule as necessary.

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.

BONDS:

A. On or before the execution of the Job Order Amendment, 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. Such bond 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.

ITEMS ATTACHED:

Final Payment Acknowledgement
Contractor's Affidavit
Cost Proposal

Amendment * Expiration Date: Date***
Contract Expiration Date: Date***

Accepted by: _____
Contractor **

Date

Approved by: _____
Philip R. Goode, Mayor

Date

Attest: _____
Sarah M. Siep, City Clerk

Date

Approved as to Form: _____
Joseph D. Young, City Attorney

Date

Copy to: City Clerk
Public Works



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Human Resources
ITEM #: 8.F
SUBJECT: Approval of City Contract No. 2025-038 with Start Moving On Counseling, Trauma Center and Tele Practice for Public Safety Employee Mental Health & Wellness Programs in an Amount Not to Exceed \$120,000. Funding is Budgeted & Available in the Fire Department and Police Department Budgets.

ITEM SUMMARY

The City of Prescott (City) sought proposals from qualified firms to provide a comprehensive Mental Health and Wellness Program for the City's first responders to include mental health care, mental performance, awareness training, resiliency training, peer support, stress debriefing, stress management and referral/navigation services. The City currently has a contract with Public Safety Crisis Solutions to provide these services.

Start Moving On Counseling, Trauma Center, and Tele Practice (The Counseling Office of Dr. Debbie Ritterbush, PhD) was the successful firm in the request for proposal process. The local company will provide Mental Health and Wellness Program services to the City's 200 first responders.

BACKGROUND

The City is mandated to offer public safety employee assistance services through ARS 38-672 & 38-673, the Officer Craig Tiger Act. This act was created to ensure the best care for employees exposed to traumatic events in the line of duty. The goal is to address and treat mental health issues before they develop into Post-Traumatic Stress Disorder (PTSD) or other conditions so these individuals can return to work and their normal daily lives. The employee is entitled to 12 initial counseling sessions. If the licensed health care provider determines that additional counseling is likely to improve the employee's condition, an additional 24 visits (within one year after the first visit) may be utilized, paid for by the City of Prescott.

Who is covered?

First Responders including 911 Dispatchers, Firefighters, Fire Engineers, Fire Captains, Fire Battalion Chiefs, Deputy Fire Chiefs, Fire Chief, Police Officers, Police Sergeants, Police Lieutenants, Deputy Police Chief, and Police Chief.

What types of incidents initiate this benefit?

- Visually OR AUDIBLY witnessing the death or maiming or visually OR AUDIBLY witnessing the immediate aftermath of such a death or maiming of one or more human beings.
- Responding to or being directly involved in a criminal investigation of an offense involving a dangerous crime against children as defined in section 13-705.
- Requiring rescue in the line of duty where one's life was endangered.
- Using deadly force or being subjected to deadly force in the line of duty, regardless of whether the Peace Officer or Firefighter was physically injured.

- Witnessing the death of another Peace Officer or Firefighter while engaged in the line of duty.
- Responding to or being directly involved in an investigation regarding the drowning or near drowning of a child.

FINANCIAL IMPACT

Total annual fee includes \$60,000 for EAP sessions for all first responders and family members. The contract will be “open” and paid based on the pricing quoted. The City will pay the quoted price per employee counseling visit.

RECOMMENDED ACTION

MOVE to approve City Contract 2025-038

ATTACHMENTS

1. Contract Cover Sheet for Council_2025-038
2. Council - Professional_Services_Agreement_2025-038
3. SMO First Responder Mental Health and Wellness RFP City of Prescott

Contract Details

Contract Number	Presenting Department
2025-038	Human Resources
Company Name	
Start Moving On Counseling, Trauma Center, and Tele Practice	
Contact Information	
Phone: 928-910-5145	
Email: operations@startmovingon.com	
Address: 3080 N. Navajo Dr. Ste. C1 Prescott Valley, AZ 86314	
Term Details	
Contract is for 2 years, with an option to extend for one additional year up to a total of 3 additional years with mutual consent (potentially a 5 year contract).	
Dollar Amount	
\$ 120,000.00 for the 2 years (\$60,000/year FY25 and FY26)	
Scope of Services	
Provide mental health and wellness services to Public Safety Employees.	



PROFESSIONAL SERVICES AGREEMENT / CONTRACT

for

****Project**

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 ** 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 **), and as requested by the City ** 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 ** (**) years, 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, Arizona 86301	**
contracts@prescott-az.gov	email

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 amendment issued by the Purchasing Division, 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. 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.

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

EXHIBIT “A”



The Counseling Office of Dr. Debbie Ritterbush, PhD
Request of Proposal Submission
For
Mental Health and Wellness for First Responders

Directors:

Dr. Debbie Ritterbush, PhD, Owner & Clinical Director
Sarah Ritterbush, Operations & Human Resources Director

Form A – Solicitation Response Cover Sheet



Solicitation Response

Mental Health and Wellness for First Responders

Checklist for documentation needed:

- ☒ Addenda Number(s) Received (if any)
- ☒ Original Forms A through G Pages 28 – 35 with backup documentation
- ☒ Flash Drive with all documentation requested on it.

Business Name: The Counseling Office of Dr. Debbie Ritterbush, PhD

Business Address: 3080 N. Navajo Dr. Ste. C1
Prescott Valley, AZ 86314

Business Phone: (928) 910-5145

Business Contact: Dr. Debbie Ritterbush

Contact Email: operations@startmovingon.com

Firm/Company Comments: Other included documents are as follows:

Forms A-G with backup documentation for Form G, Scope of Work with additional
documentation for ARS 38-673 pertaining to the Craig Tiger Act and the fact sheet
for S.B. 1071 pertaining to Peer Support Teams, Item Disclosure documentation with
accompanying letter of complaint from the AZBBHE.

FORM B – PRICE SHEET



Mental Health and Wellness for First Responders

Item #	Description	Hourly Rate	Flat Rate
Labor Rates			
1	Annual electronic mental health Assessment (flat rate per person)	N/A	\$100.00
2	Annual Mental Wellness Counseling Session (flat rate per person)	N/A	\$200.00
3	Personalized Wellness Plan per person (flat rate per person)	N/A	\$200.00
4	Counseling Services for First Responders, peer support, stress debriefing, stress management and referral/navigation services, during business hours (Sun - Sat 8:00AM to 5:00PM)	\$200.00	
5	Counseling Services for First Responders, peer support, stress debriefing, stress management and referral/navigation services, Outside normal business hours	\$300.00	
6	Training and Presentations	\$300.00	
7	Pre-Employment Psychological Examinations per Evaluation		\$500.00
8	Fit for Duty Examinations with Dr. Debbie Ritterbush, PhD		\$500.00
9	Other Specify: Craig Tiger Act Sessions	\$200.00	
10	Other Specify: Major Critical Incident lasting longer than 6 hours		\$1500.00
11	Other Specify: Monthly On-call fee for PD, FD, PRCC		\$1500.00
12	Other Specify: Monthly fee for EAP sessions First Responder/Family 12 each		\$5000.00
13	Other Specify:		
14	Other Specify:		

FORM C – BID CERTIFICATION



Mental Health and Wellness for First Responders

Company Name: The Counseling Office of Dr. Debbie Ritterbush, PhD

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum

Issue Date

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor's List

C4 That the Bidder's bid is valid for 90 days.

Dated this 16 day of April 2024

Dr. Debbie Ritterbush, PhD

Signature

928-910-5145

Phone Number

Dr. Debbie Ritterbush, PhD

Written Name

operations@startmovingon.com

Email Address

FORM D – NON-COLLUSION CERTIFICATE



Mental Health and Wellness for First Responders

Company Name: The Counseling Office of Dr. Debbie Ritterbush, PhD

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this 16 day of April 2024.

<u>Dr. Debbie Ritterbush, PhD</u>	<u>928-910-5145</u>
Signature	Phone Number

<u>Dr. Debbie Ritterbush, PhD</u>	<u>operations@startmovingon.com</u>
Written Name	Email Address

FORM E – CERTIFICATE OF OWNERSHIP



Mental Health and Wellness for First Responders

Company Name: The Counseling Office of Dr. Debbie Ritterbush, PhD

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this 16 day of April 2024.

Dr. Debbie Ritterbush, PhD
Signature

928-910-5145

Phone Number

Dr. Debbie Ritterbush, PhD
Written Name

operations@startmovingon.com

Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



Mental Health and Wellness for First Responders

Company Name: The Counseling Office of Dr. Debbie Ritterbush, PhD

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as an Attachment, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the firm’s name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation for satisfactory performance. The Bidder’s ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: Central Arizona Fire and Medical Authority
Address: 8603 E. Eastridge Dr. Prescott Valley, AZ 86314

Contact Person: Chief Scott Freitag
Phone Number: 928-308-5130

Reference #2

Firm Name: Sedona Fire District
Address: 2860 Southwest Dr. Sedona, AZ 86336

Contact Person: Chief Ed Mezulis
Phone Number: 928-301-1138

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. The bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. The bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by the City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this 16 day of April 2024.

Dr. Debbie Ritterbush, PhD 928-910-5145
Signature Phone Number

Dr. Debbie Ritterbush, PhD operations@startmovingon.com
Written Name Email Address



Mental Health and Wellness for First Responders

Company Name: The Counseling Office of Dr. Debbie Ritterbush, PhD

Please attach information on company letter and supporting documentation to the following questions (also include in the flash drive) No more than 10 additional pages:

1. Briefly describe your firm and its history, to include years of experience.
2. Describe your firm's qualifications to provide the city's mental health and wellness program for first responders.
3. Identify Key personnel to be assigned to this contract and each person's specific role.
4. Provide professional credentials and relevant experience for all key personnel. Providers must be familiar with NFPA 1500 standards and knowledge in first responder training.
5. Describe your firm's proposed approach to provide the City's mental health and well program as described herein. Demonstrate your firm and key personnel's in-depth knowledge of first responders as it pertains to your approach.
6. Identify any proposed subcontractor and identify the services they will provide.
7. Provide a minimum of three (3) references for projects that are similar in magnitude and scope to the City's program. Include the name, titles, phone, and email address for each reference. References shall include work in which the proposed key personnel have served.
8. Please explain why your organization is best suited to partner with the City to provide these important services.
9. Identify any value-added benefits offered by your firm that will better enhance the mental health and wellness program.



The Counseling Office of Dr. Debbie Ritterbush, PhD
Start Moving-on Counseling, Trauma Center, and TelePractice

3080 N. Navajo Drive, Suite C1
Prescott Valley, AZ 86314

Phone: (928)910-5145 Fax: (800)948-8058

City of Prescott Mental Health and Wellness for First Responders Form G

1. The Counseling Office of Dr. Debbie Ritterbush, PhD, also known as Start Moving-on Counseling, Trauma Center, and TelePractice, SMO, is a women owned practice that was established in 2013, one month prior to the Yarnell Fire. Dr. Ritterbush had moved to Prescott, from Gilbert, Arizona in 2009 to work at Embry-Riddle Aeronautical University, ERAU, as their Counseling Director for their students.

When the Yarnell fire took place, and 19 Granite Mountain Hotshots were killed on June 30th, 2013, Dr. Ritterbush began immediately doing pro-bono work within the community as she belongs to the Arizona Trauma Recovery Network, the Humanitarian Assistance Program for EMDR International <https://www.emdrhap.org/>

Dr. Ritterbush hosted the training and support of Trauma Recovery Network's counselors throughout the community at her counseling facility on the ERAU campus. About one year following the fire Dr. Ritterbush was asked to assist Brendan McDonough, the only survivor of this Hotshot Team. Following his treatment, many family members of the 19 Hotshots that passed began seeking treatment as well as other first responders and their families, city workers, and today many first responders and their families still continue to work on the aftermath of this tragic event to our community. Start Moving-on continued to rapidly grow.

Dr. Ritterbush has continued to expand and today SMO is a local counseling center that only treats first responders and their families throughout Yavapai County and the State of Arizona. SMO is also contracted as Mental Health Oversight, MHO, by many of the larger departments in Yavapai County. First responders include fire, law enforcement, dispatch, EMT, paramedics, forestry, emergency staff, department administrative staff, and their families, and any first responder and their families that live in Yavapai County and work outside the county.

We believe that first responders do their best when their families are doing well. We have come to learn that most tragic situations within the first responder community that we have seen over the years often have had a relationship component to the situation.

2. SMO is a Mental Health Oversight, MHO, for the departments in Yavapai County. SMO not only provides departments with Employee Assistance, EAP, type services, but also many other types of services that EAP's do not often provide (See Scope of Work).

SMO provides referral type services for clients who desire a provider in or outside of the SMO offices, as this is often the main role of an EAP, providing referrals. We believe the day of the typical EAP for first responders has exhausted its purpose. Often EAPs try to accommodate this population but fail. We have found EAPs often do not live up to their negotiated promises and send members to unqualified counselors and other psychiatric services. We are responsible good stewards of the city and taxpayers' investment in this unique population.

All counselors at SMO specialize in trauma and crisis intervention, and use evidence-based treatment options in alignment with ARS 38-673 (see attached), Arizona traumatic event counseling for peace officers, firefighters, and 911 dispatches. All the counselors at SMO are trained and/or certified in EMDR Therapy, often the preferred evidence base modality for this unique population, as well as other trauma informed therapeutic treatments. Currently SMO has 11 clinicians which includes one health and wellness life coach that can assist in resiliency and resourcing skills. Our life coach is trained in trauma and has worked for SMO for almost 8 years. All the counselors at SMO have worked at SMO for a minimum of 2 ½ years – 9 years. SMO can provide the use of 2 therapy dogs, and chaplaincy services when needed.

Dr. Ritterbush is the clinical oversight and has over 25 years in the field. She is a Licensed Counselor in the State of Arizona, a National Board-Certified Counselor, she has Advanced Graduate Studies in Trauma, Abuse, and Deprivation, and a PhD in Psychology. All counselors at SMO have advanced studies in the profession of counseling, specifically trauma.

As an MHO, SMO has vetted all their counselors to make sure they can assist this population. SMO also vets all counselors outside of SMO that they refer their clients to, according to the requirements in ARS 38-673. SMO can assist in all EAP type services as well as the services outlined in the Scope of Work.

3. SMO will provide key personnel to be assigned to this contract that have a personal connection to the first responder world. Dr. Debbie Ritterbush will provide MHO. Her agency will provide 11 counselors including 1 life coach in their office. SMO will provide outside vetted counseling services when requested. SMO will provide 3 counselors trained in critical incidents and CISD and will be on-call 24/7 for the City's Fire Department, Police Department including PRCC, HR, administration, and their family's crisis needs. By having several counselors available those services can take place in-office, televideo, and over the phone. By providing services locally SMO will respond quickly, in less than 1-hour following a crisis situation on site, with required provider services needed for the call.

SMO has one counselor that is fluent in Spanish. SMO has several counselors trained to be available to establish and teach peer support groups. SMO has several counselors that can provide training and teaching to meet department needs in the prevention of PTSD and suicide, as well as posttraumatic growth. All counselors at SMO are trained in the treatment of trauma including EMDR Therapy and in addition, 3 SMO counselors are specifically trained in the treatment of substance use disorder. All SMO counselors are trained to treat marriage and family, as well as children providing sand tray, puppet, and art therapy. SMO has a health and wellness coach as well as a chaplain who is trained and experienced working with first responders and their families as well as the unique traditions in the fire service and law enforcement including but not limited to critical incidents and being available to bless new engines, vehicles, programs etc.

SMO has two trained therapy dogs used to support clients who are receiving services, and visiting stations, departments, and dispatch, and other departments such as administration, maintenance, fleet, and warehouse employees.

4. All SMO counselors are licensed under the Arizona Board of Behavioral Health Examiners, AZBBHE, and/or the Arizona Department of Health Services, AZDHS. All counselors have been trained in mental health services and the treatment of trauma, and are all familiar with NFPA 1500 standards, specifically where it pertains to the 2021 NFPA 1500 standards under Chapter 12 Behavioral Health and Wellness.

Dr. Debbie Ritterbush, MHO, has been in the mental health field for over 25 years. She has a master's degree in professional counseling, LPC, and is a National Board-Certified Counselor.

She has a PhD in Psychology and is Certified in EMDR Therapy. Dr. Ritterbush is approved by the AZBBHE to supervision counselors. Dr. Ritterbush is a member of EMDR International/EMDRIA and the Arizona Trauma Recovery Network, the humanitarian assistance program of EMDRIA. Dr. Ritterbush comes from a long line of family members serving in the military.

Specific Key SMO Personnel:

Charissa Pritchard, SMO Lead Counselor, and has been treating first responders and their families since 2003. She has a master's degree in Addiction Counseling and is licensed with the AZBBHE as an Independently license Substance Abuse Counselor. She is a Certified Trauma Counselor and is Certified in EMDR Therapy. Charissa is a member of the American Association of Christian Counselor/AACC. Charissa is a partner of a Lieutenant at the Yavapai County Sheriff's Office/YCSO.

Terri Stowell has been in the mental health field for over 36 years. She has a master's degree in social work. She is licensed under the AZBBHE as a master's level Social Worker. She is a member of the National Association of Social Work. Terri is trained in EMDR. Terri is the mother of an Arizona fire fighter.

Chita Olson has been serving in the first responder world as a chaplain for Prescott Valley PD and Central Arizona Fire and Medical Authority. She has her master's degree in leadership and will complete her 2nd master's in professional counseling in August of 2024. Chita has served as a victims advocate at the local family advocacy center. She is fluent in Spanish and English. Chita is EMDR trained. She is licensed under the AZDHS.

Colleen McHorney, SMO Certified Health and Wellness Coach. She holds a bachelor's degree in public relations. She is a certified yoga instructor with Yoga Alliance, as well as a LifeForce Yoga Instructor and trauma specialist. She has been a certified yoga practitioner for over 15 years. Colleen assists clients with resiliency training focusing on the second phase of EMDR Therapy and resourcing. She assists first responders to design personal rhythms to sleep better, reduce anxiety, nutrition, mindfulness, teaches breath work, meditation, and Yoga Nidra, and follows a holistic approach. Colleen is licensed under the AZDHS.

Sarah Ritterbush, SMO Operations and HR Director. Sarah has over 10 years' experience in leadership and supervision and managing medical facilities. She has managed medium to large facilities and has a wide range of responsibilities at SMO. Sarah is a veteran wife of an army intelligence interrogator.

Dory and Georgia, SMO Therapy Dogs, who love to be loved by first responders, administration, and their families.

5. SMO believes that the health and wellness of first responders is a key component to the City of Prescott's desire to have healthy members. SMO believes in all the key aspects of health and wellness; **Spiritual Wellness** by providing Chaplaincy services when needed, **Physical Wellness** by providing therapy and by working closely with department's HR and contracted doctors, **Emotional Wellness** by providing EAP counseling services, both in person therapy at SMO or other counselors outside of SMO. All counselors at SMO can provide teletherapy both video and telephone. All counselors provide PTSD and suicide prevention services. **Intellectual Wellness** by providing training and speaking services that provide insight and knowledge and

life-long learning for first responders and their families. **Family Wellness** by providing partner's academy, partner support groups, first responder couples conferences, and by providing services for the children, tweens, teens, young adults, and adult family members.

All key personnel can demonstrate in-depth understanding of first responders and their unique needs. All counselors have been on ride-alongs, and department visits. Most have participated in fire ops, crisis response, peer support, and other opportunities to continue to grow in-depth firsthand knowledge of first responders and their health and wellness needs; **spiritual wellness, physical wellness, emotional wellness, intellectual wellness, and family wellness.**

6. SMO does have some contracted counselors. If a member chooses to see a counselor outside SMO, those counselors will be provided with a single-case agreement or contract, to ensure that those counselors will provide industry standard requirements that follow ARS 38-673.

SMO has vetted several other providers that provide additional services such as psychiatrists for medication management and independent medical evaluations, IMEs, and medical treatment of Ketamine, and the Stellate Ganglion Block locally so that the City's first responders do not have to travel far to safely receive these treatments. It is not advised to send first responders or their family members who are struggling to travel outside of the county for these types of treatments.

7. References include:

Scott A Freitag

Fire Chief

Central Arizona Fire and Medical Authority

8603 E. Eastridge Dr.
Prescott Valley, AZ 86314

Cell (928) 308 5130
SFreitag@cazfire.gov

Scott Desjadon

Chief of Police

Yavapai-Prescott Indian Tribal Police

530 E. Merritt Street
Prescott, AZ 86301-2038

Cell (928) 515 7366
sdesjadon@ypit.com

Ed Mezulis

Fire Chief

Sedona Fire District

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Cell (928) 301 1138
EMezulis@sedonafire.org

Anthony Tunis
Deputy Chief
Williamson Valley Fire District

15450 N Williamson Valley Rd
Prescott, AZ 86305

Cell 928-713-4566
Anthony.Tunis@WVFD.net

8. SMO is best suited to partner with the City of Prescott to provide services to their first responders as:
 - SMO is experienced and specifically trained in the services that are being requested to support first responders and their families.
 - SMO is local and services are easily accessible in-person or via teletherapy.
 - SMO is well known throughout the county as the best place to provide these unique services due to our knowledge, understanding, and willingness to continue educating our staff in the first responder culture.
 - SMO has built relationships with charities and foundations to assist clients financially when needed as SMO understands that sometimes one of the main things that will keep first responders from seeking services is the financial aspect.
 - SMO has networked and vetted other services needed within the county such as psychiatry, medication management, fit for duty evaluations, Ketamine treatment and therapy, Stellate Ganglion Block, and other needed services to ensure that if a client needs one of the following treatment, they are going to a reputable place that also has a desire to help first responders.
 - SMO only treats first responders and their families and understands the unique needs of this population.
 - SMO has the ability to establish a program unique to each department.
 - SMO is already contracted with multiple surrounding departments in Yavapai County and believes along with the Chiefs, that cohesiveness throughout the county is needed not only with the understanding of the first responder culture, but also the uniqueness of tradition that is associated with Northern Arizona, specifically Yavapai County.
 - SMO can provide EAP services with a much broader scope of work than the traditional EAP.
9. SMO provides a holistic approach, offering services tailored to the needs of each department, member, and their families, with options traditionally known in the treatment of mental health and wellness. All counselors at SMO not only comprehend the world of first responders and their families, but also possess a profound desire to serve those who serve our communities.



Scope of Work for The Counseling Office of Dr. Debbie Ritterbush, PhD

Start Moving-on Counseling, Trauma Center, and TelePractice, and their partnership with the City of Prescott and their First Responders

Introduction:

This Scope of Work outlines the professional services offered by The Counseling Office of Dr. Debbie Ritterbush, PhD, Start Moving-on Counseling, Trauma Center, and TelePractice, also known as SMO, and their services provided to the City of Prescott's, Police Department, Fire Department, Prescott Regional Communication Center, and their family members.

This Scope of Work delineates the range of therapeutic responsibilities available through SMO when providing mental health services. This Scope of Work is intended to be a guide and to inform the City of Prescott about the nature and parameters of the counseling services offered as a Mental Health Oversight, MHO, so that pricing and the responsibility of each service payment can be determined.

Mission Statement:

The Counseling Office of Dr. Debbie Ritterbush, PhD, Start Moving-On Counseling, Trauma Center, and TelePractice, also known as SMO, is a Mental Health Oversight, MHO, that is dedicated to offering mental health and wellness services to first responders, their department personnel, and their families, an opportunity for positive change and growth.

Our team is committed to improving the quality of life and well-being of those we serve by providing counseling services that address the unique needs of this population in a safe and comfortable environment.

We deliver progressive and effective treatments, which are evidence-based practices that improve the outcomes of therapy, targeting the trauma associated to the clients we serve. The Counseling Office of Dr. Debbie Ritterbush, PhD, Start Moving-on Counseling Trauma Center, and TelePractice is committed to supporting their clients dealing with complex trauma in a non-judgmental and safe environment, with the purpose of assisting our clients through their therapeutic path with empathy, understanding, and respect.

What is a Mental Health Oversight, MHO? Who is SMO?

What is a Mental Health Oversight:

SMO is a Mental Health Oversight, MHO, for the departments/districts in Yavapai County Arizona. SMO not only provides these departments/districts with Employee Assistance Program, EAP-type services, but also many services that EAP's do not often provide and are outlined in this Scope of Work to provide the employees of each department/district's first responder, and their family members.

SMO can provide referral type services for their members who desire a counseling provider in or outside of the SMO offices, which is often the key role of an EAP, providing referrals. We believe the day of the typical EAP for first responders has been exhausted, and is irrelevant today, as its original purpose has changed over the years, which was to assist employees who have alcohol concerns. Today's EAP services have become hard to initiate with the purpose of discouraging clients from accessing services.

Often EAPs try to accommodate this unique population. We have found EAPs often do not live up to their negotiated promises and send members to unqualified/unvetted counselors who do not understand and are not trained in the life of a first responder, and other psychiatric services, while charging departments/districts unjustified costs. We view ourselves as responsible good stewards of the department/districts, city, and taxpayers' investment into their first responders.

All counselors at SMO specialize in trauma and crisis intervention using evidence-based treatment options in alignment with ARS 38-673, Arizona traumatic event counseling for peace officers, firefighters, and 911 dispatches. All the counselors at SMO are trained and/or certified in EMDR Therapy, often the preferred evidence base modality to treat the trauma that first responders encounter every day. SMO currently has 11 clinicians which include one health and wellness life coach that can assist in resiliency and resourcing skills. Our life coach is also trained in trauma and has worked for SMO for almost 8 years. SMO has one chaplain to deploy when needed. All the counselors at SMO have worked at SMO for a minimum of 2½ years – 9 years.

Dr. Debbie Ritterbush is the owner and clinical oversight. She has over 25 years in the mental health field and is a Licensed Professional Counselor in the State of Arizona, a National Board-Certified Counselor, she has Advanced Graduate Studies in Trauma, Abuse, and Deprivation, and a PhD in Psychology. All counselors at SMO have advanced studies in the profession of counseling, specifically trauma, and the trauma first responder's encounter.

As an MHO, SMO has vetted all their counselors to make sure they can assist this population. SMO also vets all counselors outside of SMO that they may refer their contracted EAP members to (which is common in the field of mental health), according to the requirements in ARS 38-673. SMO can assist in the liability associated with vetting counselors, which departments/districts often do not understand.

Scope of Work:

SMO will establish a program for each department that allows each first responder up to 12 counseling sessions which is required in ARS 38-673., "Notwithstanding any other law, this state or a political subdivision of this state shall establish a program to provide peace officers, firefighters, and 911 dispatchers who are exposed to a traumatic event while in the course of duty up to 12 visits of licensed counseling, which may be provided through telehealth, paid for by the employer," and "If the licensed mental health professional determines that the peace officer, firefighter, or 911 dispatcher needs additional visits of counseling beyond that which the peace officer, firefighter, or 911 dispatcher is entitled to under subsection A of this section

and that the additional visits are likely to improve the peace officers, firefighter's or 911 dispatcher's condition, the employee may initiate the Craig Tiger Act, HB 2502, and the department will pay for up to an additional 24 additional visits if the visits occur within one year after the first visit." SMO can streamline this process as needed by each department's HR and finance" (see attached ARS 38-673 and pricing on form B).

- SMO will serve as a triage point to ensure that the City of Prescott complies with applicable laws and regulations, while maximizing utilization of case-appropriate care, insurance, and referrals.
- SMO will continue to maintain all health records in accordance with HIPAA compliance and confidentiality, as stated in the City of Prescott's Mental Health and Wellness RFP for their first responders; under section one, general information, subsection C, safeguarding personal information.
- SMO will establish a program for each family member allowing for up to 12 sessions of mental health counseling per year (see form B for pricing).
- SMO will assist in the establishing of SOGs/SOPS, for mental health services, and peer support teams as needed by each department.
- SMO counselors are all familiar and knowledgeable in NFPA 1500 standards.
- SMO will provide the "Mental Health Oversight or Supervision" and training requirements for peer support teams as outlined in Arizona's SB 1071, peer support teams' information and disclosure (see attached Arizona SB 1071). Quarterly clinical meetings will take place to discuss trends, and ongoing training to meet state and peer support program guidelines.
- SMO will provide a comprehensive Mental Health and Wellness Program for the first responders to include mental health care, mental performance, awareness training, resiliency training, and post-traumatic growth.
- SMO will provide same day, onsite peer support, and counselors if needed for stress debriefing, stress management, also known as critical incident stress debriefing, CISDs.
- SMO will be available 24/7 on-call for chiefs, other leadership, human resources, and others that may have questions regarding mental health.
- SMO will respond within 1 hour of requests by city personnel. SMO can assist in same day treatment when needed during a crisis as SMO has 11 available counselors, support staff, chaplaincy services, and 2 therapy dogs.
- 24/7 counseling will be available for first responders, peer support, stress debriefing, stress management, and referral navigation services that include:
 - Intake interview conducted by a certified mental healthcare provider.
 - Review initial assessments and outcomes.
 - Review high stress incident logs for each employee.
 - Overall mental health evaluations.
 - Make final recommendations for mental health and resilience wellness plan.
 - Make longitudinal assessments based on each annual evaluation
 - Availability to respond to requests for in-person mediation and navigation of counseling related issues.
 - SMO can provide 1-hour appointments with all department employees annually and respond to call outs for on-scene support.

- SMO can provide subject briefing when asked by a department regarding mental health treatment such as the use of ketamine, and the stellate ganglion block or any other treatment modalities.
- SMO can provide and facilitate referral services for Independent Medical Exams/IMEs, based on requests from human resources as required by workman's compensation, and short-term/long-term disability claims. Referrals such as vetted counselors outside of SMO, ketamine treatment, stellate ganglion block/SGB, psychiatry services, and psychological testing may be provided, making the navigation of these services easy to access for the clients, and easy billing for the department.
- SMO can assess a first responder, employee, and their families in crisis for a higher level of care. When a higher level of care is needed, SMO will make this process seamless to the department and their members, employees, and their families handling everything from assessment, hospitalization, travel plans to required facility, follow-up with the client and their families, follow-up with the facility, arrange discharge and travel back home, as well as follow-up treatment when they return, working with each department on a return to work agreement if needed and is individual to each first responder or employee, and their family members (see form B for pricing).
- SMO can provide new employment assessments (see form B for pricing).
- SMO will provide interactions between public safety and clinicians on an annual basis such as ride-alongs, Q&A sessions, participation on interview panels, and appearances at department events.
- SMO is available for speaking and teaching tailored to each department needs such as peer support training, new employment orientations, PTSD prevention, post-traumatic growth, partner academies, partner support group and partner peer groups, and other teaching for academies such as the chief's academy, and other conferences and activities that would benefit from Dr. Ritterbush's or other SMO employee's speaking/teaching.
- Training sessions for first responders will include handouts and information documentation, to include but not limited to:
 - Critical Incident Stress Debriefing, CISDs.
 - Craig Tiger Act/HB 2502.
 - Sudden death of a PD/FD/PRCC member.
 - Traumatic death to an employee's family member.
 - Significant injury to an employee during their work duties.
 - Significant loss of life from an emergency incident that an employee directly responded to.
 - Employee declaring or acting upon suicidal ideation.
 - Provide consultation and general advisement to the City of Prescott Human Resource Department, FD, PD, and PRCC.
 - Peer mental health oversight/support trainings.
- All of the SMO counselors will participate in annual ride-along, fire ops, annual insurance company open enrollments, and other ways to connect with members and their families that are unique to the needs of each department.
- SMO will sponsor unique conferences that may assist first responders and their families such as our annual partner's conference, and regional peer support conferences. We believe first responders do better and their families and relationships are well and happy.

- SMO will provide at least quarterly meetings with the Chiefs and HR to discuss stats and trends, or any issues of concern, while planning and adjusting the program as needed.
- SMO will participate in interview panels and appearances at the department/district's request.
- SMO will arrange independent medical exams, IME's, requested by human resources and is required by workman's compensation, and short-term/long-term disability insurance.
- SMO will provide electronic mental health assessments to be completed by each employee prior to their scheduled counseling appointment.
- SMO will provide mental wellness counseling sessions for all department employees meeting the City of Prescott's scope of work requirements.
- SMO will establish a personalized wellness plan to be created for each employee.

Why SMO?

- SMO has over 10 years of experience providing mental health care to first responders and has demonstrated culturally competent care.
- SMO is licensed and credentialed in the State of Arizona to provide clinical mental health services.
- SMO can provide in-house and can provide referrals outside of our practice.
- SMO provides relevant modalities, including Eye movement desensitization and reprocessing (EMDR), and other trauma related mitigation.
- SMO possesses in-depth knowledge of the Department personnel and their roles and responsibilities as first responders as well as NFPA 1500 standards.
- SMO responds as needed for critical incidents within 1 hour of request by department personnel or human resources. Critical incidents are defined by the Agency.
- SMO will respond to call outs and incident commands for on-scene support.
- SMO implements physical, electronic, and managerial safeguards to prevent unauthorized access to personal information and abiding by the Health Insurance Portability and Accountability Act, HIPAA privacy rule.
- SMO can provide requested statistics and analysis.
- SMO can provide easy streamlined billing.

This Scope of Work serves as a guideline for counselors at The Counseling office of Dr. Debbie Ritterbush, PhD: Start Moving-on Counseling, Trauma Center and TelePractice, to deliver effective and ethical mental health services to first responders and their families. By adhering to these principles and standards, we aim to contribute to the well-being and resilience of those who serve and protect our communities.

(Rpld. 1/1/27)

A. Notwithstanding any other law, this state or a political subdivision of this state shall establish a program to provide peace officers, firefighters and 911 dispatchers who are exposed to any one of the following events while in the course of duty up to twelve visits of licensed counseling, which may be provided through telehealth, paid for by the employer:

1. Visually or audibly witnessing the death or maiming or visually or audibly witnessing the immediate aftermath of such a death or maiming of one or more human beings.
2. Responding to or being directly involved in a criminal investigation of an offense involving a dangerous crime against children as defined in section 13-705.
3. Requiring rescue in the line of duty where one's life was endangered.
4. Using deadly force or being subjected to deadly force in the line of duty, regardless of whether the peace officer or firefighter was physically injured.
5. Witnessing the death of another peace officer or firefighter while engaged in the line of duty.
6. Responding to or being directly involved in an investigation regarding the drowning or near drowning of a child.

B. If the licensed mental health professional determines that the peace officer, firefighter or 911 dispatcher needs additional visits of licensed counseling beyond that which the peace officer, firefighter or 911 dispatcher is entitled to under subsection A of this section and that the additional visits are likely to improve the peace officer's, firefighter's or 911 dispatcher's condition, the employer shall pay for up to an additional twenty-four visits, if the visits occur within one year after the first visit pursuant to this section.

C. An employer may not require a peace officer, firefighter or 911 dispatcher who is receiving treatment pursuant to this section to use the peace officer's, firefighter's or 911 dispatcher's accrued paid vacation leave, personal leave or sick leave if the peace officer, firefighter or 911 dispatcher leaves work to attend a treatment visit pursuant to this section.

D. If the licensed mental health professional determines that the peace officer, firefighter or 911 dispatcher is not fit for duty while the peace officer, firefighter or 911 dispatcher is receiving treatment pursuant to this section, the employer shall ensure that the peace officer, firefighter or 911 dispatcher has no loss of pay and benefits for up to thirty calendar days per incident after the date the licensed mental health professional determines that the employee is not fit for duty if all of the following apply:

1. The peace officer, firefighter or 911 dispatcher is unable to work light duty or the employer does not offer a light duty option.
2. The peace officer, firefighter or 911 dispatcher has exhausted the peace officer's, firefighter's or 911 dispatcher's sick leave, vacation leave or other leave that is provided as part of the peace officer's, firefighter's or 911 dispatcher's benefits package.

3. if the employer offers short-term disability benefits, the employer offered and the peace officer, firefighter or 911 dispatcher elected short-term disability benefits, but the peace officer, firefighter or 911 dispatcher is not eligible to receive short-term disability benefits.

4. The employer does not have a supplemental program that provides pay and benefits after the occurrence of an injury. For the purposes of this paragraph, supplemental program that provides pay and benefits after the occurrence of an injury does not include a supplemental benefits plan established pursuant to section 38-961.

E. An employer shall allow a peace officer, firefighter or 911 dispatcher to select the peace officer's, firefighter's or 911 dispatcher's own licensed mental health professional, except that if a licensed mental health professional declines to provide counseling pursuant to this section, the employer is not required to secure the services of that licensed mental health professional. The employer shall pay the licensed mental health professional pursuant to the schedule of fees that is fixed by the industrial commission of Arizona pursuant to section 23-908.

F. Payment by the employer for licensed counseling pursuant to this section does not create a presumption that a claim is compensable under section 23-1043.01, subsection B.

G. For each program established pursuant to this section, this state and each political subdivision of this state shall compile the following data for peace officers, firefighters and 911 dispatchers:

1. For each category of persons, the total number of persons who have participated in the program.
2. For each category of persons, the average number of visits per person.
3. For each category of persons, the average number of months that a person participated in the program.
4. For each category of persons, the average number of days that a person who participated in the program missed work.
5. For each category of persons, the total number of persons who participated in the program and who subsequently filed a workers' compensation claim and the number of those claims that were approved and the number of those claims that were denied.
6. For each category of persons, of the total number of persons who have participated in the program, the percentage of persons who received additional visits under subsection B of this section.
7. For each category of persons, the total number of persons who were deemed not fit for duty by a licensed mental health professional pursuant to subsection D of this section.
8. For each employer, the total amount of work missed by each category of persons who participated in the program and how missed work was provided for by the employer or through employee benefits.

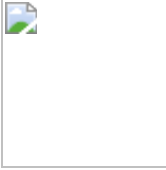
H. On or before September 1 of each year, this state and each political subdivision of this state shall submit the data collected pursuant to subsection G of this section to the department of administration. On or before October 1 of each year, the department of administration shall compile the data into a report and submit the report to the governor, the president of the senate, the speaker of the house of representatives, the chairperson of the senate health and human services committee, or its successor committee, the chairperson of the house of representatives health and human services committee, or its successor committee, the chairperson of the senate military affairs, public safety and border security committee, or its successor committee, and the chairperson of the house of representatives military affairs and public safety committee, or its successor committee, and shall provide a copy of this report to the secretary of state. Subsection G of this section and this subsection do not authorize this state or a political subdivision of this state to compile and report data that is protected under the health insurance portability and accountability act of 1996 (P.L. 104-191; 110 Stat. 1936).

I. This section does not apply to a state employer that provides a program to its peace officers, firefighters and 911 dispatchers that is characterized by all of the following:

1. The program is paid for by the employer.
2. The program provides licensed counseling for any issue. For licensed counseling related to trauma experienced while in the line of duty, the licensed counseling is provided on the request of the peace officer, firefighter or 911 dispatcher and is in person.
3. The program offers at least twelve visits per year and will offer additional visits if the licensed mental health professional determines that additional visits are necessary.

J. For the purposes of this section:

1. "Licensed counseling" means counseling provided by a licensed mental health professional.
2. "Licensed mental health professional" means a licensed individual who specializes in trauma and crisis, who uses evidence-based treatment options and who is one of the following:
 - (a) A psychiatrist who is licensed pursuant to title 32, chapter 13 or 17.
 - (b) A psychologist who is licensed pursuant to title 32, chapter 19.1.
 - (c) A mental health professional who is licensed pursuant to title 32, chapter 33 and who holds either a master's or doctoral degree related to the mental health profession.
 - (d) A mental health nurse practitioner or a psychiatric clinical nurse specialist who is licensed pursuant to title 32, chapter 15.
3. "911 dispatcher" means a 911 dispatcher in a primary or secondary public safety answering point.



ARIZONA STATE SENATE
Fifty-Sixth Legislature, Second Regular Session

AMENDED
FACT SHEET FOR S.B. 1071

peer support teams; information; disclosure

Purpose

Prohibits peer support team members from being compelled to disclose privileged information regarding law enforcement officers, firefighters, emergency medical providers and nonsworn civilian employees in a legal proceeding, trial or investigation, unless certain exceptions apply.

Background

Current statute prohibits a member of a critical incident stress management team from being compelled to disclose information in a legal proceeding, trial or investigation if the information is acquired secretly and in confidence from a designated person in the course of the team member's response to a critical incident. A *designated person* is defined as a law enforcement officer, firefighter or emergency medical provider. A member of a critical incident stress management team must have completed appropriate training through a recognized organization and be part of a law enforcement, probation, firefighter or emergency medical provider crisis response team.

The prohibition against compelling the disclosure of privileged information does not apply if: 1) the communication or advice indicates clear and present danger to the designated person who received crisis response services, or to other persons; 2) the designated person who received crisis response services gives express consent to the testimony; 3) the communication or advice is made during the course of a criminal investigation; 4) the designated person who received crisis response services voluntarily testifies, in which case the team member may be compelled to testify on the same subject; or 5) a policy breach exists and that breach amounts to a violation of laws that are normally enforced by law enforcement ([A.R.S. § 38-1111](#)).

There is no anticipated fiscal impact to the state General Fund associated with this legislation.

Provisions

1. Prohibits peer support team members from being compelled to disclose privileged information regarding designated persons in a legal proceeding, trial or investigation, unless certain exceptions apply.
2. Defines *peer support team* as a group of individuals that is designated by an agency or an agency's authorized affiliate and that is trained in all of the following areas:
 - a) compassion fatigue;
 - b) crisis support;

- c) grief and loss resiliency;
 - d) motivational interviewing; and
 - e) suicide prevention.
3. Defines *peer support team member* as an individual who has completed training that is provided by a licensed mental health professional through a recognized organization that offers peer support training or critical incident stress management training and who is part of any of the following:
 - a) a law enforcement crisis response team;
 - b) a probation officer crisis response team;
 - c) a firefighter crisis response team; or
 - d) an emergency medical provider crisis response team.
 4. Replaces the definition of *department* with a definition of *agency*, which is defined as the branch of government, political subdivision or Joint Powers Authority (JPA) in which a designated person is employed.
 5. Adds designated persons employed by political subdivisions and JPAs as persons that may receive crisis response services from critical incident stress management teams or peer support teams.
 6. Adds a civilian employee of an agency to the definition of *designated person*.
 7. Defines *civilian employees* as a nonsworn member of an agency or peer support team.
 8. Modifies the definition of *emergency medical provider* and *firefighter* to include fire districts and emergency medical services personnel or firefighters under a JPA.
 9. Defines *licensed mental health professional* and *member*.
 10. Modifies the definition of *crisis response services* to include consultation, risk assessment, referral and onsite crisis intervention services provided by peer support teams.
 11. Makes technical changes.
 12. Becomes effective on the general effective date.

Amendments Adopted by the House of Representatives

1. Modifies the definition of *licensed mental health professional* to include licensed professionals in specified fields that hold an equivalent license in another state.
2. Requires *peer support team members* to have received training provided by a licensed mental health professional, rather than requiring *peer support teams* to be supervised by a licensed mental health professional.

Senate Action

MAPS 1/24/24 DP 7-0-0
 3rd Read 1/31/24 29-0-1
 0-1

House Action

MAPS 3/11/24 DP 12-0-0-3
 3rd Read 4/2/24 52-1-6-

Prepared by Senate Research
 April 1, 2024
 ZD/cs



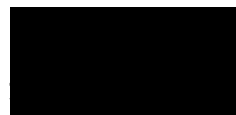
STATE OF ARIZONA
BOARD OF BEHAVIORAL HEALTH EXAMINERS
1740 WEST ADAMS STREET, SUITE 3600
PHOENIX, AZ 85007
PHONE: 602.542.1882 FAX: 602.364.0890
Board Website: www.azbbhe.us
Email Address: information@azbbhe.us

KATIE HOBBS
Governor

TOBI ZAVALA
Executive Director

January 30, 2024

RE:



Ms. Sarah Ritterbush
3080 N Navajo Drive
Suite C1
Prescott Valley, AZ 86314

CUSTOMER NUMBER: 847309

RUN DATE: 04-15-24

ALPHA NERDS INSURANCE INC
4710 E FALCON DR STE 111
MESA, AZ 85215-2520

DEBBIE RITTERBUSH
3080 N NAVAJO DR STE 1C
PRESCOTT VALLEY, AZ 86314-4962

Go green. Go paperless.

Switch to **Paperless Delivery*** and help reduce your carbon footprint. View your policy and billing documents, notifications and confirmations of payments online.

Register now through **Commercial My Account**
on Allstate.com

*State exceptions may apply

Policy Number
648274410

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No. 001

Allstate Insurance Company

Named Insured DEBBIE RITTERBUSH
(SEE NAMED INSURED ENDORSEMENT)

Effective Date: 04-15-24
12:01 A.M., Standard Time

Agent Name ALPHA NERDS INSURANCE INC

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☐ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☒ BUSINESSOWNERS
☐

NO CHANGE IN PREMIUM

The following item(s):

- | | |
|--|---|
| ☐ Insured's Name | ☐ Insured's Mailing Address |
| ☐ Policy Number | ☐ Company |
| ☐ Effective/Expiration Date | ☐ Insured's Legal Status/Business of Insured |
| ☐ Payment Plan | ☐ Premium Determination |
| ☐ Additional Interested Parties | ☐ Coverage Forms and Endorsements |
| ☐ Limits/Exposures | ☐ Deductibles |
| ☐ Covered Property/Location Description | ☐ Classification/Class Codes |
| ☐ Rates | ☐ Underlying Exposure/Insurance |

is (are) changed to read **{See Additional Page(s)}**

SEE NEXT PAGE

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

☒ No Changes ☐ To be Adjusted at Audit

Additional

Return

Tax and Surcharge Changes

Additional

Return

Countersigned By: _____
ALPHA NERDS INSURANCE INC
AUTHORIZED AGENT

Policy Number
648274410

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 001

Allstate Insurance Company

Named Insured DEBBIE RITTERBUSH

Effective Date: 04-15-24

12:01 A.M., Standard Time

Agent Name ALPHA NERDS INSURANCE INC

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

THE FOLLOWING ADDITIONAL INTEREST (ADDITIONAL INSURED) HAS BEEN ADDED TO THE POLICY:

THE CITY OF PRESCOTT
201 N MONTEZUMA ST
PRESCOTT AZ 86301-3055

THE FOLLOWING FORM(S) HAS BEEN DELETED:

XM CW 02	05-22	RENEWAL THANK YOU LETTER
XM CW 13	09-22	IMPORTANT PAYMENT INFORMATION

THE FOLLOWING FORM(S) HAS BEEN ADDED:

BP 04 48	07-13	ADDL INSD-DESIGNATED PERSON/ORG.
----------	-------	----------------------------------

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

Policy Number
648274410

SCHEDULE OF NAMED INSURED(S)
Allstate Insurance Company

Named Insured DEBBIE RITTERBUSH

Effective Date: 04-15-24
12:01 A.M., Standard Time

Agent Name ALPHA NERDS INSURANCE INC

DM CW 30 (cont.)

THE NAMED INSURED ON FORM DM CW 30 IS AMENDED TO READ:

DEBBIE RITTERBUSH

DBA - THE COUNSELING OFFICE OF
DEBBIE RITTERBUSH, LPC, NC

Policy Number
648274410

SCHEDULE OF FORMS AND ENDORSEMENTS

Allstate Insurance Company

Named Insured DEBBIE RITTERBUSH

Effective Date: 04-15-24
12:01 A.M., Standard Time

Agent Name ALPHA NERDS INSURANCE INC

COMMON POLICY FORMS AND ENDORSEMENTS

DM CW 30	01-10	COMMON POLICY CHANGE ENDORSEMENT
DM CW 03	01-10	SCHEDULE OF NAMED INSURED(S)
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
DM CW 14	01-10	SCHEDULE OF LOCATIONS

BUSINESSOWNERS FORMS AND ENDORSEMENTS

DB CW 01	01-16	BUSINESSOWNERS POLICY DECLARATIONS
DB CW 02	01-16	BUSINESSOWNERS POLICY DECLARATIONS-2
BP 04 48	07-13	ADDL INSD-DESIGNATED PERSON/ORG.

CERTIFICATE OF INSURANCE - COMMERCIAL
ALLSTATE INSURANCE COMPANY - NORTHBROOK, IL

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Description of Operation:

THE CITY OF PRESCOTT IS LISTED ADDITIONAL INSURED REGARDING THE LIABILITY PART OF THE BUSINESS OWNER POLICY.

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is Issued	Name and Address of Insured
THE CITY OF PRESCOTT 201 N MONTEZUMA ST PRESCOTT, AZ 86301-3055	DEBBIE RITTERBUSH 3080 N NAVAJO DR STE 1C PRESCOTT VALLEY, AZ 86314-4962
	Location Address (if different than above)

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

TYPE OF INSURANCE AND LIMITS

Policy Number: 648274410	Effective Date: 03-18-2024	Expiration Date: 03-18-2025
COVERAGE SUMMARY		
BUSINESS LIABILITY	AMOUNT	
COMPREHENSIVE LIABILITY	\$ 1,000,000	Per Occurrence
DAMAGE TO PREMISES RENTED TO YOU	\$ 50,000.00	Any One Premises
MEDICAL PAYMENTS	\$ 10,000	Per Person
OTHER THAN PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$ 2,000,000.00	
PRODUCTS / COMPLETED OPERATION AGGREGATE	\$ 2,000,000.00	
PROPERTY INSURANCE		
POLICY TYPE		
☒ SPECIAL FORM ☐ BROAD FORM ☐ BASIC FORM ☐ BUILDERS RISK SPECIAL FORM		
☐ BUILDING ☐ Replacement Cost ☐ Actual Cash Value ☐ Blanket Limit		
☒ CONTENTS \$ 9,071 ☒ Replacement Cost ☐ Actual Cash Value ☐ Blanket Limit		
Deductible \$ 500 Wind Deductible % 0 Exclude Wind ☐ YES ☒ NO		
ADDITIONAL COVERAGE'S:		
EQUIPMENT BREAKDOWN, MEDICAL OFFICE SHIELD ENHANCEMENT, ADDITIONAL INSURED		
MORTGAGE CLAUSE – The policy contains a Mortgage Clause in favor of:		
Mortgagee		
Address		
CERTIFICATE PERIOD		
THIS CERTIFICATE WILL REMAIN IN FORCE FROM THE INCEPTION OF THE POLICY UNTIL THE POLICY IS CANCELLED OR EXPIRES.		
POLICY INCEPTION DATE: 03-18-2024 ☒ 12:01 AM ☐ 12:00 NOON Standard Time at the location of the Insured Premises.		
PROVISIONS		
This form is not the contract of insurance, but attests that a policy as identified above has been issued. The provisions of the policy shall prevail in all respects.		
SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
ALPHA NERDS INSURANCE INC		04-15-24
Authorized Representative		Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
THE CITY OF PRESCOTT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

CUSTOMER NUMBER: 847309

RUN DATE: 04-15-24

ALPHA NERDS INSURANCE INC
4710 E FALCON DR STE 111
MESA, AZ 85215-2520

ALLSTATE INSURANCE
PO BOX 661039
ATTN: COMMERCIAL CONTACT CENTER
DALLAS, TX 75266-1039

Policy Number
648274410

**THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No. 001

Allstate Insurance Company

Named Insured DEBBIE RITTERBUSH
(SEE NAMED INSURED ENDORSEMENT)

Effective Date: 04-15-24
12:01 A.M., Standard Time

Agent Name ALPHA NERDS INSURANCE INC

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.

- ☐ Commercial Property
☐ Commercial General Liability
☐ Commercial Crime
☐ Commercial Inland Marine
☒ BUSINESSOWNERS
☐

NO CHANGE IN PREMIUM

The following item(s):

- | | |
|--|---|
| ☐ Insured's Name | ☐ Insured's Mailing Address |
| ☐ Policy Number | ☐ Company |
| ☐ Effective/Expiration Date | ☐ Insured's Legal Status/Business of Insured |
| ☐ Payment Plan | ☐ Premium Determination |
| ☐ Additional Interested Parties | ☐ Coverage Forms and Endorsements |
| ☐ Limits/Exposures | ☐ Deductibles |
| ☐ Covered Property/Location Description | ☐ Classification/Class Codes |
| ☐ Rates | ☐ Underlying Exposure/Insurance |

is (are) changed to read **{See Additional Page(s)}**

SEE NEXT PAGE

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

☒ No Changes ☐ To be Adjusted at Audit

Additional

Return

Tax and Surcharge Changes

Additional

Return

Countersigned By: ALPHA NERDS INSURANCE INC
AUTHORIZED AGENT

Policy Number
648274410

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 001

Allstate Insurance Company

Named Insured DEBBIE RITTERBUSH

Effective Date: 04-15-24

12:01 A.M., Standard Time

Agent Name ALPHA NERDS INSURANCE INC

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

THE FOLLOWING ADDITIONAL INTEREST (ADDITIONAL INSURED) HAS BEEN ADDED TO THE POLICY:

THE CITY OF PRESCOTT
201 N MONTEZUMA ST
PRESCOTT AZ 86301-3055

THE FOLLOWING FORM(S) HAS BEEN DELETED:

XM CW 02	05-22	RENEWAL THANK YOU LETTER
XM CW 13	09-22	IMPORTANT PAYMENT INFORMATION

THE FOLLOWING FORM(S) HAS BEEN ADDED:

BP 04 48	07-13	ADDL INSD-DESIGNATED PERSON/ORG.
----------	-------	----------------------------------

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

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If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:

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Policy Number
648274410

SCHEDULE OF NAMED INSURED(S)
Allstate Insurance Company

Named Insured DEBBIE RITTERBUSH

Effective Date: 04-15-24
12:01 A.M., Standard Time

Agent Name ALPHA NERDS INSURANCE INC

DM CW 30 (cont.)

THE NAMED INSURED ON FORM DM CW 30 IS AMENDED TO READ:

DEBBIE RITTERBUSH

DBA - THE COUNSELING OFFICE OF
DEBBIE RITTERBUSH, LPC, NC

Policy Number
648274410

SCHEDULE OF FORMS AND ENDORSEMENTS

Allstate Insurance Company

Named Insured DEBBIE RITTERBUSH

Effective Date: 04-15-24
12:01 A.M., Standard Time

Agent Name ALPHA NERDS INSURANCE INC

COMMON POLICY FORMS AND ENDORSEMENTS

DM CW 30	01-10	COMMON POLICY CHANGE ENDORSEMENT
DM CW 03	01-10	SCHEDULE OF NAMED INSURED(S)
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
DM CW 14	01-10	SCHEDULE OF LOCATIONS

BUSINESSOWNERS FORMS AND ENDORSEMENTS

DB CW 01	01-16	BUSINESSOWNERS POLICY DECLARATIONS
DB CW 02	01-16	BUSINESSOWNERS POLICY DECLARATIONS-2
BP 04 48	07-13	ADDL INSD-DESIGNATED PERSON/ORG.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
THE CITY OF PRESCOTT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits Of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-800-982-9491 Fax: 1-800-758-3635
Website: www.hpso.com

06/06/23

Dr Debbie Ritterbush
3080 N Navajo Dr Ste C1
Prescott Valley, AZ 86314-4962

Dear Dr Debbie Ritterbush:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-982-9491. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

Healthcare Providers Service Organization is a registered trade name of Affinity Insurance Services, Inc.; (AR 244489); in CA & MN, AIS Affinity Insurance Agency, Inc. (CA 0795465); in OK, AIS Affinity Insurance Services Inc.; in CA, Aon Affinity Insurance Services, Inc., (0G94493), Aon Direct Insurance Administrators and Berkely Insurance Agency and in NY, AIS Affinity Insurance Agency.

Q032



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 6/06/2023

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0433326986	From: 08/16/23 to 08/16/24 at 12:01 AM Standard Time
Named Insured and Address: Dr Debbie Ritterbush 3080 N Navajo Dr Ste C1 Prescott Valley, AZ 86314-4962				Program Administered by: Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpsso.com
Medical Specialty: Licensed Professional Counselor Excludes Cosmetic Procedures			Code: 80723	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606

Professional Liability	\$ 1,000,000	each claim	\$ 5,000,000	aggregate
Your professional liability limits shown above include the following:				

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions				
License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate:
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate:
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to the Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate:
Information Privacy (HIPAA) Fines and Penalties	\$ 25,000	per incident	\$ 25,000	aggregate:
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above	
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000	aggregate sublimit
Personal Liability	\$1,000,000 aggregate	

Total \$	356.00
Base Premium	\$356.00

Premium reflects Self Employed , Full Time

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date: CNA93692 (11-2018)	Endorsement Date:	Master Policy: 188711433
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POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability policy.

COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121503-C (07-01)	Workplace Liability Form
G-121501-C (07-01)	Occurrence Policy Form
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563 (02-10)	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424 (05-09)	Services to Animals
CNA80051 (09-14)	Amended Definition of Personal Injury Endorsement
CNA80052 (09-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-C02 (07-01)	Arizona Cancellation and Non-Renewal
G-123859-C02 (07-01)	Arizona Amendatory Change
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA89027 (10-17)	Entity Exclusion Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA89026 (05-17)	Media Expense Coverage

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax. As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2022 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Dr Debbie Ritterbush

Master Policy #: 188711433

Policy #: 0433326986



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: City Manager
ITEM #: 8.G
SUBJECT: Adoption of Resolution No. 2024-1884 Accepting an Arizona Department of Housing (ADOH) Grant from the State Housing Trust Fund (SHTF), in the Amount of \$200,000.00.

ITEM SUMMARY

The City of Prescott has been awarded a grant from the Arizona Department of Housing (ADOH) State Housing Trust Fund (SHTF) in the amount of \$200,000 to assist local jurisdictions in the development of a housing plan. The City of Prescott was one of 9 applicants requesting funds from a total amount of \$2,000,000 with a maximum award of \$200,000 per awardee. This grant will be used to conduct a housing needs assessment and, using that assessment, to create a housing plan and implementation strategy for the plan.

The WHC is looking at the following uses of these funds:

1. Housing Assessment
2. Balance towards Personnel with the following options:
 - a. Full-time City Employee
 - b. Contract Employee

There is no cost match associated with this grant. The funds must be spent by June 30, 2026 with quarterly reporting.

BACKGROUND

This notice of funding availability (NOFA) was released in late December 2023 with a short application turnaround, the eligible activity requirements fall in line with the approved strategic goals of the Workforce Housing Committee (WHC). WHC members, as well as staff liaisons, view this as an opportunity that cannot be missed. ADOH awarded funds through a Request for Proposal (RFP) application with the intention of awarding funds through one funding round.

At the January 23, 2024 meeting, Council approved the WHC request to apply for the grant. The grant application was then submitted and the City of Prescott was notified on April 4th of the award.

Funding may be used to fund eligible costs associated with housing plan creation. Eligible activities should begin as soon as possible following the execution of the Funding Agreement. Committed funds must be expended by June 30, 2026.

FINANCIAL IMPACT

There is no financial impact, this is only for grant acceptance.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2024-1884

ATTACHMENTS

1. Resolution No. 2024-1884
2. SFY24-State-HTF-Local-Jurisdiction-NOFA
3. SHTF NOFA Award Notice - City of Prescott

4. 911-24 City of Prescott FY24 LJAHP Funding Agreement

RESOLUTION NO. 2024-1884

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ACCEPTING AN ARIZONA DEPARTMENT OF HOUSING, STATE HOUSING TRUST FUND GRANT IN THE AMOUNT OF \$200,000 FOR THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROGRAM.

RECITALS:

WHEREAS, the City of Prescott, a municipal corporation of the State of Arizona ("City") has been notified by the Arizona Department of Housing that it has been awarded a grant in the amount of \$200,000 in State Housing Trust Funds to develop an affordable housing program; and,

WHEREAS, the City wishes to formally accept this \$200,000 in grant funding; and,

WHEREAS, accepting the \$200,000 grant of State Housing Trust Funds, through the Arizona Department of Housing, is in the best interests of the health, safety, and welfare of the City.

ENACTMENTS:

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

Section 1. THAT, the City Council of the City of Prescott hereby formally accepts the \$200,000 grant of Arizona Department of Housing, State Housing Trust Funds, to develop an affordable housing program.

Section 2. THAT, the City will use these grant funds pursuant to the grant requirements.

Section 3. THAT, the Mayor and staff are hereby authorized to sign this Resolution, and any documents effectuating the terms contained in this Resolution.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2024.

PHILIP R. GOODE, Mayor



Arizona
Department
of Housing

State Housing Trust Funds

Notice of Funding Availability

Local Jurisdiction Affordable Housing Plans

Date Issued: December 22, 2023

1110 West Washington Street, Suite 280 | Phoenix, AZ 85007
Telephone: (602) 771-1000 | Facsimile: (602) 771-1002 | TTY: (602) 771-1001



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I. Introduction

The Arizona Department of Housing (“ADOH” or the “Department”) is pleased to announce a Notice of Funding Availability (“NOFA”) for approximately \$2 million in State Housing Trust Funds (SHTF), up to \$200,000 per applicant to assist local jurisdictions in the development of affordable housing plans.

Funding Availability

Fund Type	Total Amount Available
State Housing Trust Funds	\$ 2,000,000
TOTAL	\$ 2,000,000

The Department will award funds through a Request for Proposal (RFP) application with the intention of awarding funds through one funding round. Proposal submissions are due Thursday, January 31, 2024 at 5 p.m. Submitted applications must meet the eligibility requirements outlined in this NOFA to be considered for an award. SHTF will be awarded as a grant to eligible local jurisdictions.

II. Changes to the NOFA

Modifications to the NOFA. ADOH may modify this NOFA, from time to time, or for any other reasons as determined by ADOH: 1) to reflect any changes, additions, deletions, interpretations or other matters regulatory matters; 2) to respond to changes in the market for Affordable Housing; 3) to insert such provisions clarifying matters or questions arising under this NOFA as are necessary or desirable and that are contrary or are inconsistent with this NOFA; or 4) to cure any ambiguity, supply any omission or correct any defect or inconsistent provision with this NOFA or the laws and regulations governing the funding sources being made available in this NOFA.

NOFA Clarifications. ADOH will periodically post written clarifications to this NOFA on its website. The clarifications elaborate on the meaning of the text within this NOFA and may sometimes add additional guidance on how to interpret this NOFA. NOFA clarifications are to be considered a part of this NOFA. Applicants are responsible for checking the clarifications and submitting an Application that is in conformance with the clarifications. Requests for clarification must be made in writing via email or letter via US Mail and will be responded to in the written clarifications to the NOFA on ADOH’s website. Notice regarding amendments and or modifications will be announced through the Department’s mailing list and posted on the Department’s website. Use the following link to join the Department’s mailing list:

<https://housing.az.gov/about/press-release/mailling-list>

NOFA Satisfaction. In the event that proposals received pursuant to this NOFA fail to satisfy the specified requirements and criteria set forth herein, the issuing entity reserves the right to cancel this NOFA. Upon the cancellation of this NOFA, all funds associated with the solicitation shall be deemed unallocated and shall be subject to reissuance under a subsequent NOFA with revised terms and conditions.

V. Eligible Applicants

Eligible applicants include units of local jurisdictions without existing affordable housing plans or with affordable housings plans originally adopted in 2016 or prior. Jurisdictions developing housing plans for the first time will be prioritized.

VI. Eligible Activities

Applicants interested in obtaining funding to complete a housing needs assessment and affordable housing plans must include all of the following components to be eligible:

- Conduct a housing needs assessment for the jurisdiction in question, to identify housing need across all income levels and housing types (i.e. affordable, workforce, and market rate);
- Identify housing initiatives to reduce housing barriers and increase the production of housing for the jurisdiction;
- Create an action plan to implement the initiatives,
- Education plan to communicate the importance of affordable housing in your jurisdiction;
- Local jurisdiction must adopt the housing plan and commit to implementation.

Funding may be used to fund eligible costs associated with housing plan creation. Eligible activities should begin as soon as possible following the execution of the Funding Agreement. Committed funds must be expended by June 30, 2026

VII. Maximum Award

Applicants may request a maximum of \$200,000 per jurisdiction.

VIII. Outcome and Performance Measures

Awarded applicants are required to report on the following information quarterly:

- Qualitative Narrative Report: a brief description of activities performed, including but not limited to, occurrences that caused variation from schedule, changes to plans, unforeseen circumstances, program progress, successes and/or barrier experienced, etc. Applicants must describe how their program is successfully identifying housing opportunities and transitioning households into stable housing solutions.
- Number of housing units created as a result of the housing adopted housing initiatives.

III. Application Scoring

ADOH will evaluate all Applications in accordance with this NOFA. ADOH shall deny any Application that fails to meet eligibility requirements regardless of its score. The following outlines the scoring and proposal requirements:

Scoring Criteria

Applicant Experience, Qualifications and Capacity	25
Proposed Implementation Plan	30
Project Readiness	20
Program Budget	15
Prioritization New Plan	10
Total	100

IX. Proposal Criteria

Each proposal **must include** the information requested below. Proposals lacking the information requested below may be deemed nonresponsive. Proposal information should be presented in narrative form and may include tables or graphics to convey pertinent information.

A. Section 1- Entity Information

1. Organization name
2. Organization Type
3. Tax Identification Number (TIN)
4. Contact Person
5. Contact Information
6. Amount of funding requested

B. Section 2- Applicant Experience, Qualifications, and Capacity

Describe the experience of the organization's officers, members or staff in completing needs assessments and identifying affordable housing initiatives.

C. Section 3- Proposed Implementation Plan

Please address each of the items listed below.

1. Provide a brief description of the project.
2. Identify if the plan will be created using internal staff or a consultant.

D. Section 5- Project Readiness

1. Provide a schedule for the creation, education and adoption of the housing plan.
2. If using a consultant, describe the status of the jurisdictions partnership

with the consultant.

3. If completing the housing plan with existing staff, describe the staff's experience and capacity to perform the identified tasks. Or describe if staff will be hired to complete the housing plan.

E. Section 6- Program Budget

1. Provide a budget for the cost for the housing plan, which identifies the projected line items expense amounts and expense types.

F. Section 7- Prioritization New Plan

Eligible applicants include units of local jurisdictions without existing affordable housing plans or with affordable housings plans originally adopted in 2016 or prior. Jurisdictions developing housing plans for the first time will be prioritized.

XIII. Proposal Submittal

Proposal narratives must be no longer than four (4) pages typed, minimum eleven (11) point font, and margins no less than half (1/2) an inch. A two (2) page Budget Template must be included. Applicants may utilize a header and/or footer to display information listed under entity information above.

Proposals must be submitted via the Arizona Department of Housing State HTF Special Projects <https://housing.az.gov/portals/document-upload-portals> Wednesday, January 31, 2024 by 5:00 p.m.

Proposals may **not** be submitted via U.S. mail, Fed-ex, UPS, e-mail or fax.

Questions regarding this NOFA should be sent to Sheree Bouchee, Housing Strategist and Legislative Liaison, at the following email address: sheree.bouchee@azhousing.gov.

Question may be submitted until January 10, 2024.

XII. Selection Notification

ADOH anticipates notifying all applicants within thirty (30) days of the proposal deadline as to whether their proposal will be funded. Due to the anticipated demand for funds, proposals may be partially funded rather than funded at the dollar amount requested.

The highest scoring proposals will receive a conditional award.

X. Proposal Process Timeline

The following is a list of key dates in the proposal process:

NOFA release	December 22, 2023
Q&A Webinar	January 3, 2024, 1:00 p.m.
Proposal Deadline	January 31, 2024, 5:00 p.m.
Anticipated Scoring/Review Panel	February 12, 2024
Anticipated Award Notice	February 29, 2024

XI. Funding Distribution

Funds will be disbursed on a reimbursement basis no less than quarterly. Awardee will be expected to provide all supporting documentation of expended funds.

KATIE HOBBS
Governor



JOAN SERVISS
Cabinet Executive Officer
Executive Deputy Director

STATE OF ARIZONA
DEPARTMENT OF HOUSING

1110 W. Washington, Suite 280, Phoenix, AZ 85007
(602) 771-1000 • www.azhousing.gov

April 4, 2024

VIA EMAIL, michale.mcinnnes@prescott-az.gov

Michael McInnes
City of Prescott
201 N Montezuma Street,
Prescott, AZ 86301

RE: FY 2024 SHTF Local Jurisdiction Affordable Housing Plans NOFA

Dear Michael McInnes:

Congratulations! This notice serves as a conditional award of FY2024 State Housing Trust Funds from the Local Jurisdiction Affordable Housing Plans NOFA.

The requested **\$200,000** is conditionally awarded to the **City of Prescott** for the development and implementation of an Affordable Housing Plan. This was a competitive process and ADOH received nine (9) applications requesting funds as provided under the NOFA opportunity and as outlined therein funding for the \$2 million in funding available. This notice is to inform the **City of Prescott**, that its proposal for funding was awarded. Please note that if the jurisdiction plans to use SHTF for a consultant three bids should be obtained to ensure cost reasonableness.

The Department will be in contact with you within the next three weeks to request additional documents needed for vendor setup.

Thank you for your submission.

Should you have any questions regarding this notification, please contact Sheree Bouchee at via e-mail at sheree.bouchee@azhousing.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sheree Bouchee".

Sheree Bouchee
Housing Strategist and Legislative Liaison

cc: Joan Serviss, Cabinet Executive Officer/Executive Deputy Director
Ruby Dhillon-Williams, Deputy Director

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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with
ARIZONA DEPARTMENT OF HOUSING**

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AGREEMENT NO. 911-24
TERMINATION DATE June 30, 2026

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
CITY OF PRESCOTT
FOR
LOCAL JURISDICTION AFFORDABLE HOUSING PLAN**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- ☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").
- ☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").
- ☒ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").
- ☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").
- ☐ S.B. 1720 Homeless Shelter and Services Fund ("**HSSF**").
- ☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").
- ☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").
- ☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").
- ☐ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").

- ☐ Title IV Energy Conservation and Production Act (ECPA), as amended; and 42 U.S.C. Section 6861, *et. seq.* including WAP regulations contained in 10 CFR 440, DOE Financial Assistance Rules at 2 CFR 200 and the Bipartisan Infrastructure Law (Infrastructure Investment and Jobs Act), Public Law 117-58. (“**DOE WAP BIL**”).
- ☐ H.R 2471, the Consolidated Appropriations Act, 2022 establishing the Weatherization Readiness Fund (“**DOE WRF**”).
- ☐ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) (“**LIHEAP WAP**”).
- ☐ Southwest Gas Corporation, Weatherization Assistance Program (“**SWG WAP**”).
- ☐ Arizona Public Service, Weatherization Assistance Program (“**APS WAP**”).
- ☐ Salt River Project, Weatherization Assistance Program (“**SRP WAP**”).
- ☐ Section 8071 of the SUPPORT for Patients and Communities Act. Pub. L. 115-271, approved October 24, 2018 referred to as Recovery Housing Program (“**RHP**”).
- ☐ Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan at 31 CFR Part 35 (“**SLFRF**” or “**SFRF**”).

and
CITY OF PRESCOTT
(Entity)

An Arizona City (“Recipient”) TIN #86-6000257, located
at
201 N. Montenzuma St.
Street
Prescott, Arizona 86301
City State Zip

In consideration of the mutual representations and obligations hereunder,
ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$200,000.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ **CDBG; CFDA # 14.228, FAIN # _____**
Federal Fiscal Year _____
\$_____

☐ **HOME; CFDA # 14.239, FAIN # _____**
Federal Fiscal Year _____
\$_____

☒ **HTF**
State Fiscal Year 2024
\$200,000.00

☐ **HPF**
State Fiscal Year _____
\$_____

☐ **HSSF**
State Fiscal Year _____
\$_____

☐ **HOPWA; CFDA # 14.241, FAIN # _____**
Federal Fiscal Year _____
\$_____

☐ **COC; CFDA # 14.267, FAIN # _____**
Federal Fiscal Year _____
\$_____

☐ **NHTF; CFDA # 14.275, FAIN # _____**
Federal Fiscal Year _____
\$_____

☐ **DOE WAP; CFDA # 81.042, FAIN # _____**
Federal Fiscal Year _____
\$_____

☐ **DOE WAP BIL; CFDA # 81.042, FAIN # _____**
Federal Fiscal Year _____
\$_____

☐ **DOE WRF; CFDA # 81.042, FAIN # _____**
Federal Fiscal Year _____
\$_____

- ☐ **LIHEAP WAP (through ISA with AzDES); CFDA # 93.568, FAIN # _____**
Federal Fiscal Year _____
\$ _____
- ☐ **SWG WAP**
State Fiscal Year _____
\$ _____
- ☐ **APS WAP**
State Fiscal Year _____
\$ _____
- ☐ **SRP WAP**
State Fiscal Year _____
\$ _____
- ☐ **RHP; CFDA #14.228, FAIN # _____**
State Fiscal Year _____
\$ _____
- ☐ **SFRF (through ISA with Office of the Governor); CFDA 21.027, FAIN # _____**
State Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the ***Budget*** attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2026 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as **Attachment G, Authorizing Resolution(s)** and any *Special Conditions of the Agreement* attached hereto as **Attachment E**.

- ☐ **CDBG** funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- ☐ **HOME** funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- ☒ **HTF** funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- ☐ **HPF** funds require adherence to the *Special Needs Housing Manual* as revised.
- ☐ **HSSF** funds require adherence to S.B. 1720 and the Notice of Funds Available issued for acceptance of applications for HSSF funding.
- ☐ **COC** funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- ☐ **HOPWA** funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- ☐ **NHTF** requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.

- ☐ **DOE WAP, DOE WAP BIL and DOE WRF** funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *DOE WPN 22-4 Quality Work Plan*.
- ☐ **LIHEAP WAP** funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- ☐ **SWG WAP, APS WAP or SRP WAP** funds require adherence to the following provisions: (1) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (2) *Health and Safety Plan (HSD Plan)*; (3) the *Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide*; (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan*.
- ☐ **SFRF** funds require adherence to the terms and conditions of the State Fiscal Recovery Funds such that the following costs shall be paid to the Recipient for the protection of homeless individuals and homeless families in the time of the COVID-19 crisis through costs specifically outlined in the Scope of Work described in Section 6 below.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;

- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

- ☐ **HOME, NHTF, HTF** funded rental development projects (“Rental Projects”) or **HPF** funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- ☒ **HOME, HTF and CDBG** non-rental projects (“HOME, HTF and CDBG Non-Rental Projects”). Recipient must submit a *Bimonthly Progress Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the month of November and December). Failure to submit timely Bimonthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- ☐ **HSSF** funded assistance for persons who are homeless (“Homeless Shelter and Services Projects”). Recipient must submit a *Quarterly Performance Report* attached hereto as Attachment B. The Quarterly Progress Report follows the state fiscal year from July 1 through June 30 and must be submitted to ADOH on the 20th day of October, January, April and July and address activities of the preceding quarter (i.e. the October report covers the months of July through September).

- ☐ **HOPWA** funded rental assistance and services (“HOPWA Projects”). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- ☐ **COC** funded assistance for persons who are homeless (“Homeless Projects”). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.
- ☐ **DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SWG WAP, APS WAP and SRP WAP** funded projects (“Weatherization Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).
- ☐ **SFRF** funded projects (“SFRF Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th of each month and address activities of the preceding month (i.e. the April report covers the month of March).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- ☐ **Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☒ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☐ **Homeless Projects funded with HTF, HPF, HSSF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- ☐ **Weatherization.** Projects funded with DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP, SWG WAP APS WAP and/or SRP WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at approximately four (4) months with additional re-allocations made on an as needed basis.
- ☐ **SFRF Projects.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- ☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.
- ☒ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

☐ **HSSF and SFRF Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs.

☐ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs. Administration, Technical Assistance and Health and Safety line items cannot be increased unless the overall award of funds increases.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as

architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☐ **WEATHERIZATION (DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

- ☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP, DOE WAP BIL, DOE WRF and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

“Funds Recouped by Recipient” means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

“Interest” means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following

circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and

obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or

recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, ADOH may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

- ☐ **CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.
- ☐ **WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds or HSSF funds per S.B. 1720, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds, HTF and HSSF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME, CDBG, HOPWA, COC, NHTF, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP and SFRF programs, the availability of state funds provided for the state HTF, HPF and HSSF Programs and the availability of private funds provided for the SWG WAP, APS WAP and SRP WAP programs. Every payment obligation of ADOH 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 ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, DOE WAP BIL, DOE WRF, LIHEAP WAP, SFRF) or state (HTF, HPF, HSSF) funds or private funds (APS, SRP, SWG) used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that

prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”)
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient’s subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

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

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

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

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

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient

from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

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

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

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

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

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

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



42.4 Self Insurance

The parties acknowledge that Recipient is self-insured and that such self-insurance satisfies the requirements of this Section 42.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

CITY OF PRESCOTT
Entity
DALLIN KIMBLE, CITY MANAGER
Attention (if applicable)
201 N. MONTEZUMA ST.
Mailing Address
PRESCOTT, ARIZONA 86301
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. WRITTEN CERTIFICATION UNDER A.R.S. § 35-393.01.

If the [Recipient] engages in for-profit activity and has ten (10) or more employees, and if this Agreement has a value of \$100,000 or more, then the [Recipient] certifies it is not currently engaged in, and agrees for the durations of this Agreement, not to engage in a boycott of goods and services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

**THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING**

**CITY OF PRESCOTT
RECIPIENT**

BY: _____

BY: _____

Joan Serviss
Cabinet Executive Officer

Dallin Kimble

TITLE: Executive Deputy Director

TITLE: City Manager

DATE: _____

DATE: _____

ATTACHMENT A
SCOPE OF WORK

The State Housing Trust Fund award will allow the City of Prescott (recipient) to develop a Local Jurisdiction Affordable Housing Plan for the City of Prescott, Yavapai County, Arizona.

This contract award is contingent upon:

- A. Procurement of a qualified planning consultant to conduct a comprehensive housing needs assessment including:
 - a. Evaluation of housing supply/demand across the affordability spectrum;
 - b. Breakdown of cost burdened populations by income levels;
 - c. Inventory available housing stock and types;
 - d. Assessment of future population and job growth projections; and
 - e. Identification of key housing indicators and metrics relevant to local context.
- B. The City will hire a Workforce Housing Program Manager to oversee all aspects of the Affordable Housing Plan. This role may be filled by either a permanent City employee or a contracted position to conduct the following:
 - a. Coordinate with department leaders on housing strategy;
 - b. Facilitate regular meetings with city management staff and elected officials to provide status updates and solicit feedback;
 - c. Manage procurement of planning consultant throughout, review deliverables, data accuracy, and timelines;
 - d. Lead stakeholder engagement through planning process and development initiatives;
 - e. Foster relationships with major employers and chambers to address workforce housing barriers;
 - f. Build community organization coalitions to promote support for affordable housing;
 - g. Direct implementation activities for housing development incentives, zoning modifications, new funding programs and other initiatives identified in the adopted housing plan; and
 - h. Monitor and report on key metrics of program success including housing approvals, affordability ratios, jobs/housing balance and progress updates to city leadership and elected officials.
- C. Using the completed housing needs assessment the City will develop a comprehensive housing plan through the following:
 - a. Strategy Development including:
 - 1. Identification of 3-5 year targets for housing approvals across affordability bands;
 - 2. Recommend localized policy/zoning modifications to incentivize affordable development; and
 - 3. Outline 2-3 year action plan with roles/responsibilities for implementation.
 - b. Community Engagement including:
 - 1. Conduct focus groups and interviews with housing stakeholders;
 - 2. Facilitate public meetings to gather broad qualitative input; and
 - 3. Solicit feedback from major employers on employee housing barrier.
 - c. Final Plan Delivery including:
 - 1. Compile findings and recommendations into a cohesive Housing Action Plan report; and
 - 2. Present final plan to City Council for adoption.
 - d. Plan Implementation including:
 - 1. Conduct public outreach campaign with established Communications Outreach Plan; and
 - 2. Actively engage and involve stakeholders to finalize plan initiatives.

D. Project Deliverables to include:

- a. Comprehensive Housing Needs Assessment completed and submitted to ADOH by March 1, 2025, per SB1162;
- b. Submission of final Adopted Strategic Housing Plan to ADOH by July 31, 2025; and
- c. Submission of evaluation of year 1 progress on key metrics and final performance reports to ADOH by June 30, 2026.

Project Funds

The State has reserved \$200,000 from State Housing Trust Fund dollars for project funding. Approved uses include: procurement of housing needs assessment consultant; consultant fees and 2-year salary & ERE for dedicated Workforce Housing Program Manager to conduct all activities necessary to complete the local jurisdiction's comprehensive Affordable Housing Plan.

SHTF

ATTACHMENT B

ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION				Page 1 of 1
Recipient	City of Prescott		Date	
Contract No	911-24 Contract Period: from May 2024 to April 30, 2026		Revision	
Activity	Local Jurisdiction Affordable Housing Plan		Month	
Recipient Address	201 N. Montezuma St.		City	Prescott
Contact Person	Michael McInnes		Zip Code	86301
Phone	928-777-1205	Email	michael.mcinnnes@prescott-az.gov	
Program Specialist	Laqueena Soto	Email	laqueena.soto@azhousing.gov	
Indicate adherence to contract or schedule changes. Due by the 20th of Jan, Mar, May, Jul, Sept, Nov.				
Contract Schedule		Contract Date	Complete Yes/No	Modification Date
Execute ADOH Contract		6/30/2024		6/30/2024
Hire Workforce Housing Program Manager		10/31/2024		10/31/2024
Procure Consultant for housing needs assessment and strategic housing plan		9/30/2024		9/30/2024
Conduct needs assessment, obtain community input, develop goals & strategies		1/31/2025		1/31/2025
Submit Needs Assessment to ADOH per SB1162		3/1/2025		3/1/2025
Draft Strategic Housing Plan presented to City Council		5/1/2025		5/1/2025
Adoption of Final Strategic Housing Plan		6/30/2025		6/30/2025
Submission of Final Adopted Strategic Housing Plan to ADOH		7/31/2025		7/31/2025
Year 1 initiatives implemented, stakeholder collaboration conducted		3/31/2026		
Evaluation of year 1 progress on key metrics, submission of final performance reports to ADOH, Project Close Out		6/30/2026		
Please provide: 1. a brief description of activities performed this period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. 2. The date of submission of your last Request for Payment (RFP) <i>RFP's should be submitted at a minimum every 6 months to remain compliant with HUD activity expenditure guidelines.</i>				
Last RFP submitted on:				
Recipient Authorized Signature		Date	Title	



SHTF

Attachment C

Budget						
Recipient	City of Prescott				Date	
Contract No./File No.	911-24	Contract Period: from May 2024 to April 30, 2026			Revision	
Activity	Local Jurisdiction Affordable Housing Plan				Month	
Recipient Address	201 N. Montezuma St.				City	Prescott
Contact Person	Michael McInnes				Zip Code	86301
Phone	928-777-1205	Email	michael.mcinnes@prescott-az.gov		County	Yavapai
Program Specialist	Laqueena Soto	Email	laqueena.soto@azhousing.gov			
a	c	d	e	f	g	h
Budget Line Item or Activity No.	State HTF FY2024	Source Program Year	Source Program Year	Source Program Year	Source Program Year	Source Program Year
Strategic Hsg. Plan Consultant	\$ 60,000.00					
2yr Salary&ERE - City Workforce Hsg. Mgr	\$ 140,000.00					
Total	\$200,000.00					

REV. 8-2013



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Facilities
ITEM #: 8.H
SUBJECT: Approval of City Contract No. 2025-041 with iWorQ Systems for a 3-year Contract for a Work Order Tracking System Used by Parks Maintenance & Facilities Maintenance in the Amount of \$61,260.00. Funding is Budgeted & Available in the General Fund and Facilities Maintenance Fund.

ITEM SUMMARY

This item requests approval of City Contract No. 2025-041 with iWorQ Systems for a 3-year contract for a work order tracking system used by Parks Maintenance and Facilities Maintenance for the amount of \$61,260.00. Funding is budgeted and available in the General Fund and Facilities Maintenance Fund.

BACKGROUND

Parks and Facilities Maintenance currently use HappyFox to track work done in the respective areas. HappyFox only tracks the general information and does not track the information per specific building or location. iWorQ Systems will allow us to track each building as a separate asset, storing the history of the maintenance performed. This will allow for better tracking of maintenance and costs associated with each specific location.

The City currently uses HappyFox and Lucity (CentralSquare) in other departments. We looked into Lucity (CentralSquare) and found that it is very cumbersome and more expensive to move Parks and Facilities Maintenance operations to. iWorQ Systems will integrate all of the data needed. iWorQ Systems offers a mobile app that will allow Parks and Facilities Maintenance employees to record data while in the field performing the maintenance. All data will be the property of the City of Prescott.

As a comparison to the current costs, the cost for services provided by HappyFox in 2023-2024 thus far: \$1,304.64 for Facilities Maintenance, \$13,444.76 for Parks Maintenance, \$499.80 for yearly renewal fee, \$23,639.59 for yearly support maintenance fee, \$261.46 for additional license, \$349.51 for additional license, and \$259.33 for additional license for a total cost of \$39,859.09.

FINANCIAL IMPACT

Funding is budgeted and available in the General fund and Facilities Maintenance fund.

RECOMMENDED ACTION

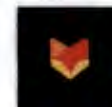
MOVE to approve City Contract No. 2025-041

ATTACHMENTS

1. HappyFox Cost_2023-2024
2. iWorQ Systems Proposal -- Prescott 04112024
3. CentralSquare Quote_20240328_141452 (2)
4. Contract Cover Sheet for Council_2025-041

5. Professional Services Agreement_June 2024

Receipt



Invoice number 9B8E3AAA-0010
Receipt number 2106-2244
Date paid October 31, 2023
Payment method Visa - 7814
Account Name prescott

HappyFox Inc
530 Technology Drive
STE 100
Irvine, California 92618
United States
+1 949-535-2220
billing@happyfox.com

Bill to
City of Prescott
201 S Cortez Street
Prescott, Arizona 86303
United States
nate.keegan@prescott-az.gov

Ship to
City of Prescott
201 S Cortez Street
Prescott, Arizona 86303
United States

\$13,444.76 paid on October 31, 2023

Request Ref: #HFBILL01524941

Description	Qty	Unit price	Tax	Amount
Remaining time on 52 × HappyFox Helpdesk Enterprise Annual (with 15.0% off) after 28 Sep 2023 Sep 28, 2023 – Jul 31, 2024	52		8.35%	\$30,726.16
Unused time on 31 × HappyFox Helpdesk Enterprise Annual (with 15.0% off) after 28 Sep 2023 Sep 28, 2023 – Jul 31, 2024	31		8.35%	-\$18,317.52
Subtotal				\$12,408.64
Q22020SPL15 (15% off)				\$0.00
Total excluding tax				\$12,408.64
Sales Tax - Arizona (8.35% on \$12,408.64)				\$1,036.12
Total				\$13,444.76
Amount paid				\$13,444.76

Invoice Currency: US Dollars.

Payment Options & Information:

1) ACH or Wire Transfer:

HappyFox, Inc. USA Bank Account Details are as follows:

Bank Name: Bank of America

Bank Address: 1016 Irvine Ave, Newport Beach, CA 92660

Account Name: HappyFox, Inc.

Account Number: 325013447005

ACH Routing #: 121000358 (US Domestic)

Wire Routing #: 026009593 (US Domestic)

Swift Code: BOFAUS3N (International Wire)

2) By Check:

Please make check payable to: HappyFox Inc

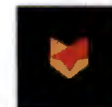
Mail to:

HappyFox Inc.

530 Technology Drive, STE 100,

Irvine, CA 92618, United States of America

Receipt



Invoice number 9B8E3AAA-0011
Receipt number 2169-0141
Date paid January 16, 2024
Payment method Visa - 7814
Account Name prescott

HappyFox Inc
530 Technology Drive
STE 100
Irvine, California 92618
United States
+1 949-535-2220
billing@happyfox.com

Bill to
City of Prescott
201 S Cortez Street
Prescott, Arizona 86303
United States
nate.keegan@prescott-az.gov

Ship to
City of Prescott
201 S Cortez Street
Prescott, Arizona 86303
United States

\$1,304.64 paid on January 16, 2024

Request Ref: #HFBILL01616286

Description	Qty	Unit price	Tax	Amount
Remaining time on 55 x HappyFox Helpdesk Enterprise Annual (with 15.0% off) after 05 Jan 2024 Jan 4 - Jul 31, 2024	55		8.35%	\$22,075.03
Unused time on 52 x HappyFox Helpdesk Enterprise Annual (with 15.0% off) after 05 Jan 2024 Jan 4 - Jul 31, 2024	52		8.35%	-\$20,870.94

Subtotal	\$1,204.09
Q22020SPL15 (15% off)	\$0.00
Total excluding tax	\$1,204.09
Sales Tax - Arizona (8.35% on \$1,204.09)	\$100.55
Total	\$1,304.64
Amount paid	\$1,304.64

Invoice Currency: US Dollars.

Payment Options & Information:

1) ACH or Wire Transfer:

HappyFox, Inc. USA Bank Account Details are as follows:

Bank Name: Bank of America

Bank Address: 1016 Irvine Ave, Newport Beach, CA 92660

Account Name: HappyFox, Inc.

Account Number: 325013447005

ACH Routing #: 121000358 (US Domestic)

Wire Routing #: 026009593 (US Domestic)

Swift Code: BOFAUS3N (International Wire)

2) By Check:

Please make check payable to: HappyFox Inc

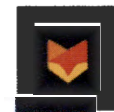
Mail to:

HappyFox Inc.

530 Technology Drive, STE 100,

Irvine, CA 92618, United States of America

Invoice



Invoice number 9B8E3AAA-0009

Date of issue July 31, 2023

Date due August 30, 2023

Account Name prescott

HappyFox Inc

530 Technology Drive

STE 100

Irvine, California 92618

United States

+1 949-535-2220

billing@happyfox.com

Bill to

City of Prescott

201 S Cortez Street

Prescott, Arizona 86303

United States

nate.keegan@prescott-az.gov

Ship to

City of Prescott

201 S Cortez Street

Prescott, Arizona 86303

United States

\$23,639.59 USD due August 30, 2023

[Pay online](#)

Thanks for choosing HappyFox. We appreciate your business.

Description	Qty	Unit price	Tax	Amount
HappyFox Helpdesk Enterprise Annual Jul 31, 2023 – Jul 31, 2024	31	\$828.00	8.35%	\$25,668.00
Subtotal				\$25,668.00
Q22020SPL15 (15% off)				-\$3,850.20
Total excluding tax				\$21,817.80
Sales Tax - Arizona (8.35% on \$21,817.80)				\$1,821.79
Total				\$23,639.59
Amount due				\$23,639.59 USD

Invoice Currency: US Dollars.

Payment Options & Information:

1) ACH or Wire Transfer:

HappyFox, Inc. USA Bank Account Details are as follows:

Bank Name: Bank of America

Bank Address: 1016 Irvine Ave, Newport Beach, CA 92660

Account Name: HappyFox, Inc.

Account Number: 325013447005

ACH Routing #: 121000358 (US Domestic)

Wire Routing #: 026009593 (US Domestic)

Swift Code: BOFAUS3N (International Wire)

2) By Check:

Please make check payable to: HappyFox Inc

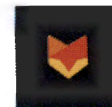
Mail to:

HappyFox Inc.

530 Technology Drive, STE 100,

Irvine, CA 92618, United States of America

Invoice



Invoice number 9B8E3AAA-0004

Date of issue July 31, 2022

Date due August 30, 2022

Account Name prescott

HappyFox Inc
47 Discovery
Suite 170
Irvine, California 92618
United States
+1 949-535-2220
billing@happyfox.com

Bill to
City of Prescott
201 S Cortez Street
Prescott, Arizona 86303
United States
nate.keegan@prescott-az.gov

Ship to
City of Prescott
201 S Cortez Street
Prescott, Arizona 86303
United States

\$20,731.84 due August 30, 2022

Thanks for choosing HappyFox. We appreciate your business.

Description	Qty	Unit price	Tax	Amount
HappyFox Helpdesk Enterprise Annual Jul 31, 2022 – Jul 31, 2023	27	\$828.00	9.1%	\$22,356.00
Subtotal				\$22,356.00
Q22020SPL15 (15% off)				-\$3,353.40
Total excluding tax				\$19,002.60
Sales Tax - Arizona (9.1%)				\$1,729.24
Total				\$20,731.84
Amount due				\$20,731.84

Payment Options & Information:

1) ACH or Wire Transfer:

HappyFox, Inc. USA Bank Account Details are as follows:

Bank Name: Bank of America

Bank Address: 1015 Irvine Ave, Newport Beach, CA 92660

Account Name: HappyFox, Inc.

Account Number: 325013447005

ACH Routing #: 121000358 (US Domestic)

Wire Routing #: 026009593 (US Domestic)

Swift Code: BOFAUS3N (International Wire)

2) By Check:

Please make check payable to: HappyFox Inc

Mail to:

HappyFox Inc.

47 Discovery, Suite 170,

Irvine, CA 92618, United States of America

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Prescott here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and

offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customer can upload and store images with personal information like driver's license, and more. This Data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the Sensitive Data Upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizens over the web, and (4) For backup data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. Customer pricing is based on a 3 Year Term and reflect a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell (required) _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

Prescott	Population- 44,299
201 S Cortez, Prescott, AZ 86303	Prepared by: Matt Hanover

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Facilities Management Package Includes: *Facilities Asset Management *Work Management *Internal Facilities Request -Available on any computer, tablet, or mobile device using Chrome Browser -Track up to 5 asset layers (i.e HVAC, plumbing, electrical) Additional layers can be purchased for a cost of \$500 per layer -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports Facilities Requests -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Allows Employees the ability to search for previous work requests -Ability to create work orders from work requests -Configurable dashboard, fields, and reports -Includes Premium Data (25MB Uploads, 100GB Total Storage) -Includes Sensitive File Uploads (if needed)	\$8,000	Annual
Parks Management Package Includes: *Facilities Asset Management *Work Management *Internal Facilities Request	\$8,000	Annual

-Available on any computer, tablet, or mobile device using Chrome Browser -Track up to 5 assets (i.e. Parks, Playgrounds, Benches) -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports Facilities Requests -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Ability to create work orders from work request -Configurable dashboard, fields, and reports -Includes Premium Data (25MB Uploads, 100GB Total Storage) -Includes Sensitive File Uploads (if needed)		
Subscription Fee Total (This amount will be invoiced each year)	\$16,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$10,600	\$10,600	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$16,500	\$10,600	Year One

Grand Total Due Year 1	\$32,500	\$26,600	Year One Total
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NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. iWorQ's invoice will reflect an Arizona Service Increase: ASI of 10% based on the cost of doing business in Arizona. iWorQ reserves the right to increase this percentage based on the cost imposed by the State of Arizona.

Quote #: Q-123696**Primary Quoted Solution:** Enterprise Asset Mgmt**Quote expires on:** September 24, 2024**Quote prepared for:**

Nate Keegan

City of Prescott

City Hall

Prescott, AZ 86303

928-777-1100

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	UNIT PRICE	DISCOUNT	TOTAL
1.	Daily Extract of EAM AWS Customer Database	1	1,950.00	- 97.50	1,852.50
2.	Enterprise Asset Management Bundled-Cloud SaaS Site Annual Subscription Fee	1	61,700.00	- 1,750.00	58,615.00
3.	Enterprise Asset Management Test Environment & Hosting - SaaS Subscription Fee	1	15,000.00	- 750.00	14,250.00
Software Subtotal					78,650.00 USD
Discount					- 2,597.50 USD
Software Total					74,717.50 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Enterprise Asset Management Bundle - SaaS Subscription Cloud Startup Fee	10,000.00
2.	Public Administration Consulting Services - As Incurred	1,980.00
3.	Public Administration GIS Services - As Incurred	6,120.00
4.	Public Administration Project Management Services - As Incurred	2,700.00
5.	Public Administration Technical Services - As Incurred	3,960.00
6.	Public Administration Training Services - As Incurred	1,440.00
Services Subtotal		26,200.00 USD
Discount		- 1,400.00 USD

Services Total24,800.00 USD

QUOTE SUMMARY

Software Subtotal78,650.00 USD

Services Subtotal26,200.00 USD

Quote Subtotal104,850.00 USD

Discount- 5,332.50 USD

Quote Total99,517.50 USD

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	74,717.50
FIRST YEAR RECURRING SERVICES TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [☐] No [☐]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

Contract Details

Contract Number	Presenting Department
2025-041	Facilities
Company Name	
iWorQ Systems	
Contact Information	
Phone: 435-755-5126	
Email: mhanover@iworq.com	
Address: P.O. Box 3784 Logan, UT 84323	
Term Details	
3 year contract billed annually	
Dollar Amount	
\$ 61,260.00	
Scope of Services	
Asset Management software to track work orders.	



PROFESSIONAL SERVICES AGREEMENT / CONTRACT

for

****Project**

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 ** 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 **), and as requested by the City ** 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 ** (**) years, 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, Arizona 86301	**
contracts@prescott-az.gov	email

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 amendment issued by the Purchasing Division, 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. 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.

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

EXHIBIT “A”



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Legal
ITEM #: 8.1
SUBJECT: Approval of Tolling Agreement with Arizona Eco Development.

ITEM SUMMARY

This tolling agreement between the City and AED is to allow the parties to continue negotiating a possible resolution of existing disputes given AED's deadline to file under the relevant statute of limitations is in early July. As the City and AED have been involved in discussions to resolve the legal dispute without going through litigation, the tolling agreement pauses the statute of limitations to allow the parties additional time to reach a resolution without a filed lawsuit.

BACKGROUND

AED submitted a timely notice of claim against the City alleging that the City did not construct water and sewer mains to Section 33 by a deadline set forth in the Development Agreement between the City and AED. The parties were unsuccessful in a mediation; however, discussions have continued in an attempt to resolve the dispute without going through formal litigation. These discussions have been made with a negotiated group chosen by Council constituting of Mayor Phil Goode, Mayor pro team Cantelme, and the City Manager, with the Public Works Director and City Attorney present for advisory purposes. While no agreement has been reached, the parties have made sufficient progress that litigation may be unnecessary. However, AED must file their lawsuit by early July, 2024. This tolling agreement pauses the statute of limitations while the parties continue to seek a non-litigated resolution.

FINANCIAL IMPACT

None.

RECOMMENDED ACTION

MOVE to approve tolling agreement with AED

ATTACHMENTS

None



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Community Development
ITEM #: 9.A
SUBJECT: Public Hearing and Approval of Program Year 2024 (PY24) CDBG Annual Action Plan.

ITEM SUMMARY

The Annual Action Plan (AAP) is the City's annual application outlining the proposed uses and allocation of its Community Development Block Grant funds from HUD. The AAP is developed through a process that incorporates both public input as well as oversight from the Citizen Advisory Committee. For Program Year 2024, the estimated allocation of CDBG funds is \$269,584. A draft of the AAP has been available to the public for a 30-day comment period. Today's Council meeting will end the 30-day public comment period through the motion to close the public hearing regarding the AAP.

BACKGROUND

The Community Development Block Grant (CDBG) program requires the City to develop an Annual Action Plan each year. This plan outlines the proposed uses of the City's annual CDBG entitlement allocation from the U.S. Department of Housing and Urban Development (HUD). It serves as the annual implementation component under the City's 5-Year Consolidated Plan that guides community development priorities and goals.

The Annual Action Plan development involves public input, review of funding proposals by City staff and the Citizen Advisory Committee (CAC), and plan document preparation. The CAC evaluates proposals and provides funding allocation recommendations to the City Council for the plan. After Council approval and a public comment period, the finalized Annual Action Plan is submitted to HUD for review and acceptance.

FINANCIAL IMPACT

The City's CDBG program is funded through a federal grant.

RECOMMENDED ACTION

1) MOVE to close public hearing regarding CDBG PY24 Annual Action Plan; and 2) MOVE to approve PY24 CDBG Annual Action Plan

ATTACHMENTS

1. CDBG PY2024 Annual Action Plan

Community Development Block Grants

CDBG Annual Action Plan Program Year 2024



Community Development Department

Michael McInnes, CDBG Coordinator

City of Prescott, 201 S. Cortez Street, Prescott, AZ 86303

Phone: 928-777-1205

Email: michael.mcinnnes@prescott-az.gov

Website: <http://www.prescott-az.gov/business-development/community-grants/community-development-block-grants/>

CITY OF PRESCOTT

ANNUAL ACTION PLAN

Program Year 2024

CDBG Funding Cycle: July 1, 2024 – June 30, 2025

Mayor
Phil Goode

City Council Members
Connie Cantelme (Pro Tem)
Lois Fruhwirth
Ted Gambogi
Brandon Montoya (CDBG Liaison)
Eric Moore
Cathey Rusing

Citizens Advisory Committee
Mary Ann Suttles, Chair
Deborrah Miller, Vice Chair
Jinger Cutting
Janie Evans
Jim Howell
John Paris
Debbie Savoini

City Staff
Dallin Kimble, City Manager
Chelsea Walton, Community Development Director
George Worley, Planning Manager
Tammy DeWitt, Community Planner

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AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan (Action Plan) is submitted to the U.S. Department of Housing and Urban Development (HUD) on an annual basis and serves as the formal application for the distribution of Community Development Block Grant (CDBG) entitlement funds received by the City of Prescott.

The City of Prescott's Annual Action Plan describes allocations for the Community Development Block Grant program for the coming year – Program Year 2024, the fifth year of the 2020 – 2024 Consolidated Plan. The Consolidated Plan guides the allocation of funds over the 5-year period and addresses the goals and priorities identified by the Community. New activities selected for funding were determined through a Notice of Funding Available and an application process approved by the Prescott City Council.

2. Summarize the objectives and outcomes identified in the Plan

The Annual Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Program Years 2020-2024, submitted to HUD on May 15, 2020. The Annual Action Plan provides a brief description of the programs and projects of the City of Prescott in Program Year 2024, as well as funding announcements for the CDBG program.

The City of Prescott's CDBG Program Year 2024 Annual Action Plan addresses the community public service and housing needs of Low- and Moderate-Income (LMI) residents living in the City of Prescott. Both the Consolidated Plan 2020-2024 and the 2024 Annual Action Plans are implemented by the City's Community Development Department.

2024 Public Facility/Infrastructure Objectives

- Provide improved residential housing quality for 10 LMI, elderly and disabled residents of Prescott via the City's Minor Home Repair Program.
- Acquisition of a prefabricated storage facility which would aid in the expansion of usable space within Prescott's Adult Center
- Aid Coalition for Compassion and Justice in the purchase of a manufactured home designated for LMI persons, or families, fixed at affordable rental rates.

2024 Public Services Objectives

- Providing essential transportation assistance for elderly and disabled adults via People Who Care and New Horizons Disability Empowerment Center.
- Delivery of uninterrupted, daily nourishment to in-need seniors via Prescott Meals on Wheels

program.

2024 CDBG Program Administration Objectives

- Continue to expand partnerships with non-profit groups, government agencies, and private entities to widen the reach of the Prescott CDBG Program.
- Lead and administer the PY24 CDBG Annual Action Plan according to federal guidelines.
- Work with the Prescott CDBG Citizen Advisory Committee to execute the CDBG 2020-2024 Comprehensive Plan.
- Coordinate with sub-recipients to ensure execution of projects and timely reporting of outcomes.
- Work to ensure completion of past CDBG programs and projects.
- Ensure required expenditures of CDBG program funds are met in a timely fashion.
- Purchase operational supplies and services associated with delivering the CDBG program.

2024 OUTCOMES SUMMARY

The City's outcomes for this planning period are directed at increased social service availability; and housing and accessibility improvement. The City anticipates the following outcomes from its PY24 Action Plan activities will serve 1501 LMI (or presumed benefit clientele) Prescott residents.

- Expand the internal service area of Prescott's Adult Center through the purchase of a storage shed. The extra space will allow for increased storage capacity and reorganization of program materials, providing more room for activities that serve approximately 800 elderly adults, many of whom are low- and moderate-income individuals.
- Improve the quality of housing for 10 LMI residents of the City of Prescott through the Minor Home Repair Program.
- Enhance the available affordable housing options by acquiring a manufactured home to provide safe, decent, and sustainable housing for low- and moderate-income individuals or families, thereby improving the existing housing stock to better meet the needs of the community.
- Free rides for approximately 406 people to meet transportation needs for the elderly, disabled and those with physical challenges in the City of Prescott (300 LMI individuals served through People who Care) and (106 LMI individuals through New Horizons).
- Repave the facility grounds of Polara Health's Haddon House. The Haddon House serves as transitional housing for LMI individuals struggling with mental illness.
- Through Prescott Meals for Wheels, serve uninterrupted nutritional meals to 275 elderly, oftentimes LMI, Prescott residents.

The Community Development Block Grant program is provided through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and

composition, the City of Prescott is classified as an 'Entitlement Community'. This means that Prescott does not apply for the CDBG program but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. To receive CDBG funds, every five years the City must complete a Consolidated Plan and an Annual Action Plan, based on the Consolidated Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for low- and moderate-income persons by:

- Providing Decent Housing,
- Providing a Suitable Living Environment, and
- Expanding Economic Opportunities.

The following table summarizes planned CDBG activities, aligned with determined priority level and five-year quantitative goal. Activities are targeted to unique populations meeting HUD LMI requirements.

5-year Consolidated Plan Goals (2020 – 2024)			
Activity	Special Population	Priority Level	5-year Goal
Revitalization, Public Facilities & Infrastructure			
Facilities & Infrastructure in Target Areas		High	4,700 people
Facilities & Infrastructure for Housing	X	High	220 people
Public/Human Services & Economic Opportunities			
Services to Meet Basic Needs	X	High	400 people
Health Related Services		High	200 people
Support Services & Shelter for People Experiencing Homelessness	X	High	100 people
Job Creation and/or Retention		Low	40 jobs
Homelessness			
Add Emergency Shelter & Transitional Housing Beds	X	Low	20 beds
Decent Affordable Housing			
Owner-occupied Housing Unit Rehabilitation	X	High	50 units
Renter Services	X	Low	50 people
Direct Assistance to 1 st -time Homebuyers		Low	10 households

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, HUD assesses the City of Prescott's management of CDBG funds, the City's compliance with the Consolidated Plan and the extent to which the City is preserving and developing decent affordable housing, creating a suitable living environment, and expanding economic opportunities.

A program assessment is annually performed through HUD's review of the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER provided an estimate of output measures in compliance with HUD's data system. The CAPER includes measures of performance to quantify longer-term goals by incorporating projected outcome measures. Quantifiable results-oriented goals for capital programs are tied to a unified framework for the benefit of low- and moderate-income residents.

The City of Prescott is proud of its prior CDBG accomplishments and continues to utilize viable resources to improve quality of life in the community. A major achievement was the Community Nature Center's ADA trail, enabling 3,895 low-income residents, including those with disabilities, to benefit from recreational and educational programs. Additionally, the transformational Minor Home Repair Program assisted 8 lower-income households by making essential home repairs that addressed critical housing needs and improved quality of life. The City also allocated CDBG funds to provide transportation access for low-income seniors and people with disabilities, allowing them to access critical services.

The City has made significant progress in all its priority areas. It has exceeded its five-year goal in year two of the five-year plan in several areas. Areas where goals have been met already are: Public Facility or Infrastructure Activities that benefit low/ mod income housing benefit. These improvements were located at Prescott Area Shelter Services and Agape House.

The City has also exceeded its five year goal on Economic Development / Jobs Created. This was accomplished by funding internships with The Launch Pad and Arizona Serve and funding job creation and retention with the Prescott Cares Program.

The City has exceeded its five year goal for basic needs via funding services at People Who Care, New Horizons, and the Prescott Chamber of Commerce / Prescott Cares Program.

4. Summary of Citizen Participation Process and consultation process

The City of Prescott's Annual Action Plan for Program Year 2024 has been developed in conjunction with input from citizens, social service agencies, non-profit providers, the Prescott's CDBG Citizens Advisory Committee (CAC) and other interested persons.

The Citizens Advisory Committee (CAC), appointed by the Mayor and City Council, consists of seven local residents. The CAC works with City staff, advisors, and the community on issues and subjects associated with housing and community needs. The CAC then advises the City Council on the best way to address

those needs. The meetings are open to the public. Prescott's City Council supports both the CAC recommendations as well as the collective community service providers' efforts in delivering programs and projects funded by Community Development Block Grants.

Public Meetings, Hearings, and Notifications:

The City of Prescott hosted a CDBG Needs Workshop and Public Hearing on November 15, 2023. There were 19 attendees for the Workshop representing local agencies interested in utilizing CDBG funding. City staff gave an overview of the CDBG program and answered questions from the community as well as the Citizen Advisory Committee (CAC).

The City of Prescott held a CDBG Application Workshop on December 15th, 2023. The workshop was virtual and open to the public. The application period opened on December 15th, 2023, and closed on January 31st, 2024. There were eight applications for public service projects and four applications for construction projects.

On February 21st, 2024, the CAC heard presentations from all 2024 CDBG Applications. There were twelve presentations.

On March 20th, 2024, the CAC made their final recommendations to move forward to the City Council after Public Review and Comment.

On May 22nd, 2024, the Citizen Advisory Committee held a public hearing regarding the Annual Action Plan and opened the 30-day review and comment period (May 22nd, 2024 to June 25th, 2024).

On May 22nd, 2024, a draft of the 2024 CDBG Annual Action Plan was made available at: City Hall, Office of Grants Administration and in the City Hall lobby area, 201 S. Cortez Street, Prescott; Prescott Downtown Library, 215 E. Goodwin Street, Prescott; and is posted on the City's CDBG web page.

5. Summary of public comments

TBD: 30-day public comment period will be open from May 22nd to June 25th, 2024.

6. Summary of comments or views not accepted and the reasons for not accepting them

TBD: 30-day public comment period will be open from May 22nd to June 25th, 2024.

7. Summary

The City's outcomes for this planning period are directed at increased social service availability; increased economic opportunities, and housing and accessibility improvements which serve LMI veterans, elderly and people with disabilities. The City anticipates the sub recipients who are administering the PY24 Annual Action Plan will serve 919 LMI Prescott Residents.

DRAFT

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PRESCOTT	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Prescott Community Development Department administers the Prescott CDBG Program. The program is executed via a variety of sub-recipient non-profit and government agencies as outlined in the Annual Action Plan Executive Summary.

Consolidated Plan Public Contact Information

Michael McInnes, CDBG Coordinator
City of Prescott
Community Development Department
201 S. Cortez S.
Prescott AZ 86303
928-777-1205
michael.mcinnis@prescott-az.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Prescott encourages citizen involvement in the planning, implementing, and evaluation of its CDBG Annual Action Plan. This includes activities intended to assist residents of the City, particularly those with low incomes and those with supportive housing needs. The following section details the opportunities for public involvement in preparing the Annual Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Prescott, as well as the county in which the City resides, Yavapai County, does not currently have a Public Housing Authority. The City participates in the Continuum of Care and hears regular feedback between public and private agencies regarding mental health and social services needed and provided.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City participates in monthly two-hour meetings with the Continuum of Care. This group includes all the local homeless providers, Veterans Services, public and private agencies. All of the CoC agencies that are eligible are current or past subrecipients of the City of Prescott CDBG program. They have done a tremendous job leveraging their CDBG dollars to greatly improve services and housing for homeless vets, families, and those transitioning out of homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Prescott is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

United Way of Yavapai County – Overall Community Needs and Services

Northern Arizona Council of Governments – LMI Home Repair Program and Eligibility

City of Prescott

- Planning Department – Challenges and trends in the City regarding development, affordable housing, transportation, and other planning needs.
- Building Department – Home Repair Needs, Frequent Code Violations

CDBG Citizen Advisory Committee – Overall Community Needs including Economic Development, Mental Health, Re-Entry Programs, Elderly and Disabled Needs, Workforce Development and Training Needs, Homelessness Needs, Transitional Housing Needs, Urgent Needs.

CDBG Sub Recipients and Applicants (PY 2024) – Polara Health, People Who Care, New Horizons, The Adult Center, The Launch Pad, Prescott Chamber of Commerce Foundation, FireMedx International, Coalition for Compassion and Justice, Jungle Haus, Yavapai Big Brothers Big Sisters, Northland Cares, Meals on Wheels RE: - Overall Community Needs including Economic Development, Mental Health, Re-Entry Programs, Elderly and Disabled Needs, Workforce Development and Training Needs, Homelessness Needs, Transitional Housing Needs, Urgent Needs.

Identify any Agency Types not consulted and provide rationale for not consulting

The City CDBG Program typically only consults the State of Arizona via their website at this time. Primary use is to refer residents to Public Housing resources.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	United Way / Catholic Charities / CCJ	Strategic goals overlap with the goal of ending homelessness.

Table 2 – Other local / regional / federal planning efforts

Narrative (optional)

The City meets monthly, or as needed, with the HUD Office in Phoenix and receives feedback on the programming and projects being considered. The City keeps in touch with other Yavapai County jurisdictions via the Continuum of Care / Collective Impact Group. This includes other Cities such as Cottonwood and Prescott Valley. It also includes Verde Valley Homeless Coalition and CYMPO - Central Yavapai Metropolitan Planning Organization.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Prescott encourages citizen involvement in the planning, implementation, and evaluation of its CDBG Annual Action Plan. This includes activities intended to assist residents of the City, particularly those with low incomes and those with supportive housing needs. The following section details the opportunities for public involvement in the preparation of this Action Plan.

The City of Prescott's Annual Action Plan for Program Year 2024 has been developed in conjunction with input from citizens, social service agencies, non-profit providers, the Prescott CDBG Citizens Advisory Committee (CAC) and other interested persons.

The Citizens Advisory Committee (CAC), appointed by the Mayor and City Council is made up of a committee of seven local residents. The CAC works with City staff, advisors and the community on issues and subjects associated with housing and community needs and advises the City Council on the best way to address those needs. The meetings are open to the public and are streamed online through YouTube. Prescott City Council supports the CAC recommendations and collective community service providers' efforts in delivering programs and projects funded by Community Development Block Grants.

The consultation and public participation process for the development of this year's Annual Action Plan consisted of three public meetings, a request for proposal process, and an invitation for written comment. Forums and meetings were conducted to solicit information on housing and community development needs and to elicit public comment on planned activities. The draft Annual Action Plan was made available for public comment from May 22nd, 2024, to June 25th, 2024.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Advertisement of the Needs Assessment Workshop	n/a	n/a	
2	Public Meeting	Non-targeted/broad community	A variety of non-profit, for profit, and advisory board members attended.	They were enthusiastic about applying for CDBG funds.	n/a	
3	Public Meeting	Non-targeted/broad community	All 2024 CDBG applicants presented their projects. There were 12 presentations to the Citizen Advisory Committee. City Council Liaison also attended.	Mostly presentation and question and answers from the Citizen Advisory Committee.		
7	Public Hearing	Non-targeted/broad community	Citizen Advisory Committee Annual Action Plan Review	See Minutes		
8	Newspaper Ad	Non-targeted/broad community	No responses			
9	Public Hearing	Non-targeted/broad community	Presentation of the Annual Action Plan			

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
10	Newspaper Ad	Non-targeted/broad community	Ad for upcoming public hearing at the City Council for Annual Action Plan.	Not completed		

Table 3 – Citizen Participation Outreach

DRAFT

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

A City and HUD CDBG program goal is to increase the ability to leverage federal, state and local funds to support community development and housing improvements. The following amounts are based on the *anticipated* funding and are subject to change:

Of the approximate \$269,584 amount, a maximum of 15% (\$40,437.60) may be used for public service projects; 20% for administrative costs (\$53,916.80) which include legal notification, advertisements, fair housing workshop, administrator training, personnel and (non-construction) contractor costs. The balance (\$175,229.6) will be programmed and available for infrastructure development.

In order to address community needs and the goals identified in the Consolidated Plan, the City may augment CDBG funds using additional funding sources. These funding sources may include the City's General Fund, Public Works, Capital improvement one cent sales tax funds, and other local public and not for profit resources.

The City received a total of twelve applications for PY24 CDBG dollars. There were eight public service applications and four construction applications. Although a majority of the agencies applying are previous CDBG grantees, there were three new public service applicants with one of those applicants being a for-profit entity.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The total amount of funding for public service and construction project is \$215,667.20 with matching dollars in the amount of approximately \$400,120.88.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not Applicable.

Discussion

All members of the Citizen Advisory Committee reviewed and scored the applications. A subcommittee met on March 5th to discuss the scores, applications, and funding available.

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Facilities and Infrastructure Improvements	2024	2025	Accessibility	Citywide	Revitalization, Public Facilities/Infrastructure		Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 800 Persons Assisted
2	Basic Needs	2024	2025	Non-Homeless Special Needs	Citywide	Public Services and Economic Opportunities		Public service activities other than Low/Moderate Income Housing Benefit: 681 Persons Assisted
3	Emergency and Transitional Shelter	2024	2025	Affordable Housing Homeless	Citywide	Address Homelessness Decent Affordable Housing		Homelessness Prevention: 8 Persons Assisted
4	Decent Affordable Housing	2024	2025	Affordable Housing	Citywide	Address Homelessness Decent Affordable Housing		Rental units constructed: 1 Household Housing Unit Homeowner Housing Rehabilitated: 10 Household Housing Unit

Table 4 – Goals Summary

Goal Descriptions

1	Goal Name	Facilities and Infrastructure Improvements
	Goal Description	The plan will create space inside Prescott's Adult Center through the purchase of a storage shed. Services for 800 elderly adults, many of whom are LMI, will benefit from the expanded space within the public facility.
2	Goal Name	Basic Needs
	Goal Description	The 2024 Annual Action Plan will serve approximately 681 residents with services that meet their basic needs such food and transportation.
3	Goal Name	Emergency and Transitional Shelter
	Goal Description	The 2024 Plan will improve the quality of Polara Health's Haddon House which provides transitional housing for 8 LMI and mentally ill individuals.
4	Goal Name	Decent Affordable Housing
	Goal Description	This plan will aid CCJ in the acquisition of a manufactured home to replace an existing, unsafe rental property. The rent will remain affordable for LMI individuals or families. This plan will help 10 LMI homeowners repair their homes.
5	Goal Name	Administration
	Goal Description	To efficiently manage and disperse CDBG funds in compliance with HUD guidelines.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City's key objectives for the PY 2024 funding period will address the 2020 – 2024 Consolidated Plan's priorities which included Public Services, Public Facility/Infrastructure Development, and Decent Affordable Housing.

The public service activities address the community needs which directly serve at least 51% Low- and Moderate-Income persons and/or families. Transportation and Senior Services continue to be of the highest need.

2024 Public Services Objectives

- Providing essential transportation assistance for elderly and disabled adults via People Who Care and New Horizons Disability Empowerment Center.
- Delivery of uninterrupted, daily nourishment to in-need seniors via Prescott Meals on Wheels program.

2024 Public Facility/Infrastructure Objectives

- Provide improved residential housing quality for 10 LMI, elderly and disabled residents of Prescott via the City's Minor Home Repair Program.
- Acquisition of a prefabricated storage facility which would aid in the expansion of usable space within Prescott's Adult Center
- Aid Coalition for Compassion and Justice in the purchase of a manufactured home designated for LMI persons, or families, fixed at affordable rental rates.

2024 CDBG Program Administration Objectives

- Continue to expand partnerships with non-profit groups, government agencies, and private entities to widen the reach of the Prescott CDBG Program.
- Lead and administer the PY24 CDBG Annual Action Plan according to federal guidelines.
- Work with the Prescott CDBG Citizen Advisory Committee to execute the CDBG 2020-2024 Comprehensive Plan.
- Coordinate with sub-recipients to ensure execution of projects and timely reporting of

outcomes.

- Work to ensure completion of past CDBG programs and projects.
- Ensure required expenditures of CDBG program funds are met in a timely fashion.
- Purchase operational supplies and services associated with delivering the CDBG program.

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

All of the allocation priorities fall under our five-year plan goals. We are especially excited in the City Minor Home Repair Program. The challenge currently is we have many more public service-related requests than we are allowed to fund per the HUD funding distribution rules. It would be good to have more flexibility in how we can allocate dollars between services and construction projects.

DRAFT

AP-38 Project Summary

2024 CDBG Application Overview and Funding Recommendations			
CONSTRUCTION PROJECTS	PROJECT DESCRIPTION	Other Funding Source Amount	Funding* Recommendation
The Adult Center	Storage Shed	\$ 15,000.00	\$ 45,000.00
CCJ	Manufactured home acquisition	\$ 32,174.52	\$ 50,000.00
Polara Health	Asphalt removal and paving for transitional housing.	\$ 3,397.36	\$ 5,000.00
Minor Home Repair Program	Home repair program for LMI local residents	\$ -	\$ 75,229.60
		Funding Recommendation:	\$ 175,229.60
PUBLIC SERVICE PROJECTS	PROJECT DESCRIPTION	Other Funding Source Amount	Funding* Recommendation
Meals on Wheels	Purchase of freeze, food, and supplies	\$ -	\$ 16,175.05
People Who Care	Transportation Program	\$ 349,549.00	\$ 13,344.40
New Horizons	Transportation Program	\$ -	\$ 10,918.15
		Funding Recommendation:	\$ 40,437.60

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All of the 2024 CDBG public service programs and construction projects are channeling the funds to support low- and moderate- income and disabled residents. **Figure 1** Is an updated CDBG LMI map with the HUD exception criteria. If the City decides to apply CDBG funds to benefit an eligible area, this is the map that will determine which areas are eligible.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

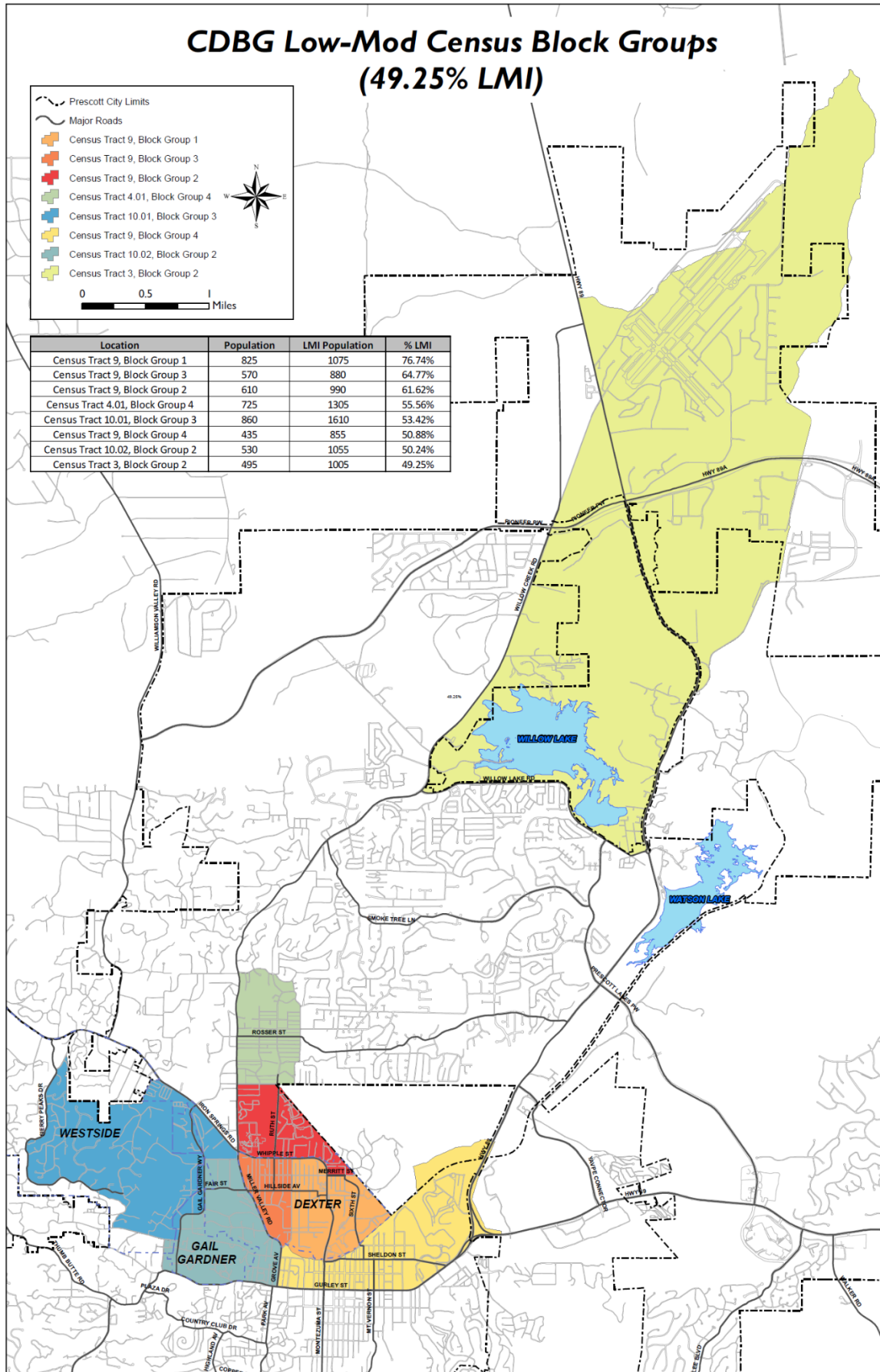
Rationale for the priorities for allocating investments geographically

The City is allocating investments City Wide.

Discussion

If the City deems it necessary in future program years, it will designate CDBG funds geographically.

Figure 1



AP-55 Affordable Housing – 91.220(g)

Introduction

Prescott comprises about 44.9 square miles of land and, according to the 2020 US Census, has 45,827 residents. Prescott does have significant low- and moderate-income households. The City also continues to experience a shift in the age demographic towards older individuals. Over 40% of the local population is over 65 years of age. The current median age in Prescott is 60.5 years old. Although many new residents have moved to Prescott for its vibrant retirement community, many elderly individuals have financially struggled with limited fixed income resources. With increased inflation and cost of living expenses, elderly adults who depend solely of Social Security monthly payments have found themselves in the need of many services which have been funded by Prescott's CDBG program. The community needs found within Prescott include lack of affordable housing, homelessness resources, and basic need services.

Housing is generally considered affordable when a household pays not more than 30% of gross household income for total housing cost (mortgage or rent plus utilities). Households paying more than 30% of household income for housing are considered cost burdened, while households paying more than 50% of household income for housing are considered severely cost burdened.

Housing costs, when above the 30% threshold, burden low- and moderate-income persons by restricting their ability to pay for the essentials such as clothing, food, transportation and child-care, while higher income households may choose to pay more for housing and still have sufficient income remaining for the essentials. Cost burdened households at all income levels impact local businesses that rely on discretionary spending.

One Year Goals for the Number of Households to be Supported	
Homeless	15
Non-Homeless	1249
Special-Needs	237
Total	1501

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	18
Acquisition of Existing Units	2
Total	20

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

According to the most recent Comprehensive Housing Affordability Strategy (CHAS) Data (2016-2020) and 2020 Census Data, the City of Prescott has 25,367 total households and of these 5,270 of them are cost burdened*** (Greater than 30% of total income goes to housing).

The most recent data also shows that 5,565 households have at least one housing problem*. 3,055 households have at least one of four severe housing problems**.

*1. The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%.

**2. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.

***3. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes.

With a portion of the population being cost burdened when it comes to housing, the City of Prescott will continue to focus on how to alleviate the housing cost burdens and eliminate housing quality problems with CDBG dollars.

AP-60 Public Housing – 91.220(h)

Introduction

The City of Prescott does not currently have a public housing authority.

Actions planned during the next year to address the needs to public housing

We do not feel that it is our City's role to manage the Public Housing Authority. We see the housing crisis as a regional issue and believe that if there is a Public Housing Authority set up, it should be a County-Wide, regional body with representatives from local towns and cities.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

We will continue to collaborate with our Continuum of Care partners, Yavapai County, and other Cities and Towns in the Quad City Area of Arizona. There is little coordination with the state housing authority that serves Yavapai County because they only offer 89 vouchers for Section 8 and the waiting list is closed. The best that the City of Prescott can do to assist residents with affordable housing and statewide public housing is to connect them to the three links that ADOH has on their web page. There they can sort by area, find all statewide Public Housing Contacts, and also link to a HUD GIS map that shows where all low-income tax credit apartments and senior housing is in the State.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Prescott CDBG Program works with the non-profit community each year to address the needs of the homeless population as well as special needs. All of our programs serve homeless and special needs population to some extent.

Virtually all of the local and County-Wide organizations that serve the homeless and special needs populations participate in “Collective Impact” which also serves as our area’s CoC. This group convenes on a monthly basis to discuss progress on ending homelessness and serving those who are highly mobile or choosing to live outdoors. The City meets with the CoC each month.

This group has a “Housing First” approach to meeting the needs of the homeless and highly mobile population. They help produce a resource brochure and are uniquely connected to track services as they are provided. All of the homeless serving organizations in Prescott practice “Coordinated Intake” to make sure that special populations are not falling through the cracks.

Given the limited financial resources and the combined capacity of the City and other jurisdictions to deliver needed housing services, the system functions satisfactorily. With the availability of CDBG funds annually, and with a CDBG-dedicated staff person, the delivery system may be further refined as needed.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

1. Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City has the opportunity to volunteer for the Point in Time Count each year and can speak directly with homeless and highly mobile residents. Residents call the CDBG Grant Coordinator to get emergency housing and services information. The City coordinates outreach via our subrecipients also.

2. Addressing the emergency shelter and transitional housing needs of homeless persons

The City has improved the quality of our family shelters at PASS and transitional housing at Agape House of Prescott by replacing roofs, adding an addition, improving accessibility, and much more. The City will continue outreach and engagement to all homeless services and encourage them to apply for annual CDBG funds.

3. Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period

of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's CDBG Coordinator works with the Collective Impact Coalition to reach out to the agencies who serve the homeless, mentally ill, formerly incarcerated, and others to provide access to CDBG dollars. CDBG Funded Agencies: PASS, Agape House, US VETS, Polara Health, and MATFORCE and The Launch Pad all work with these populations to help them and prevent them from slipping into homelessness again.

- 4. Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City works with several transportation companies to assist low income families from becoming homeless by providing free rides to grocery stores and medical appointments.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The Prescott City Council has identified workforce housing as a planning priority with an expectation that a housing plan will be developed. The City's General Plan will be updated in the next five years and will include a more robust focus on affordable housing.

Both the five-year plan and general plan address government policies, regulations and procedures that may impede development and/or increase the cost of development. Both plans provide information on the local real estate market, the increasing land values and increasing construction costs. Other impacts will be explored such as the impact of vacation rental home conversions and remote work policies.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City prioritizes keeping the variety of zoning options that allow for trailers, modular homes, etc. within the City limits. The goal of the City is to keep our housing options flexible. The City will undertake a housing needs assessment as part of our General Plan Update.

AP-85 Other Actions – 91.220(k)

Introduction:

The City partakes in several other strategies to eliminate barriers to affordable housing. This includes Affirmatively Furthering Fair Housing, working on a housing needs assessment, including affordable housing goals in our future updated General Plan (required every 10 years by the State of Arizona).

Actions planned to address obstacles to meeting underserved needs

Fair Housing

The City has and continues to make use of media tools (public service announcements, advertisements and mailings) to apprise the public on fair housing topics including predatory lending practices and landlord-tenant rights. The City holds annual Fair Housing Workshops with SWFHC. Our target audience are our local realtors, landlords and tenants. The fair housing seminar notification was promoted on-line, radio ads, and emailed out to interested stakeholders. Ensure equal housing access for all persons regardless of race, color, religion, sex, handicap, familial status or national origin. Develop a partnership with the local real estate sales industry to promote fair housing and justice in determining housing values and insurance ratings, especially in older neighborhoods and those undergoing transition.

Actions planned to foster and maintain affordable housing

Provide for a balanced community with a diversity of neighborhoods and residential housing types and prices. Update the General Plan and Five-Year Consolidated Plan to include a housing needs assessment. Update the plans on affordability with the most recent data from CHAS on cost burdened households.

Actions planned to reduce lead-based paint hazards

The Residential Lead-Based Paint Hazard Reduction Act of 1992 emphasizes prevention of childhood lead poisoning through housing-based approaches. The City has established the following goals and strategies to address lead-based paint hazards. Houses or facilities built before 1978 that are being rehabilitated with CDBG assistance will be tested for lead in painted surfaces; consequently, if lead is present, it will be abated through removal or encapsulation as part of the rehabilitation contract. Strengthen efforts to educate the public and private sector about lead-based paint poisoning hazards. Incorporate lead-based paint information and notification procedures into appropriate city-operated and sponsored housing and public service programs. Ensure sufficient equipment and environmental service resources are available to provide the testing necessary to conduct public facility and housing

rehabilitation programs or projects.

Actions planned to reduce the number of poverty-level families

The City will continue to support LMI families with basic needs, transportation, rental assistance, home repair and more. Supporting these functions allows families to stay out of poverty. Planning future affordable housing needs will reduce the amount of cost burdened families. Providing job training and placement services for LMI youth will help them avoid poverty by obtaining living wage jobs.

Actions planned to develop institutional structure

Continue to work with the Continuum of Care organizations who implement the programs that have shown the most success. Continue to update the General Plan and Five-Year Consolidated plan to come up with assessments and strategies to develop an institutional structure.

Actions planned to enhance coordination between public and private housing and social service agencies

Work with Yavapai County and other jurisdictions on coordinating our services to maximize impact and success.

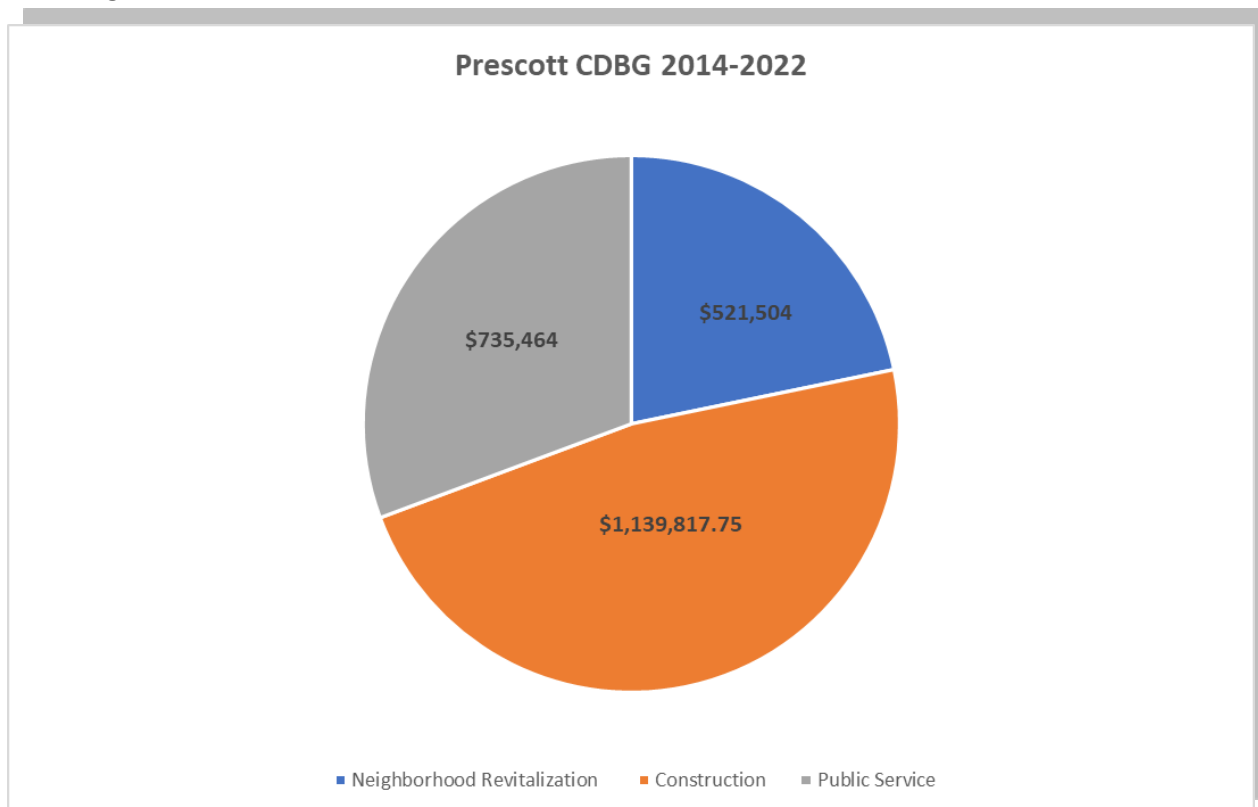
AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Prescott was designated a “CDBG Entitlement Community” through HUD in 2003 and has updated its Consolidated Plan for 2020-2024. Since designation, the City of Prescott has submitted HUD approved annual plans which include sub-recipient grants for HUD approved programs and projects. The City does not currently have an "Urgent Need" designation. Therefore 100% of the CDBG funds will be allocated to serving LMI Prescott residents.

Since 2014, the City of Prescott has awarded over 2.3 million dollars in CDBG funds to improve the quality of life for Prescott residents primarily of low to moderate income (LMI). The chart shown in **Figure 2 explains the breakout of the funds. Overall, the funds break out to 31% Public Service** and**

21% Neighborhood Revitalization and 48% Construction.



The Draft CDBG Annual Action Plan for 2024 is similar to what the City of Prescott has funded in past years and assists residents who are most in need of services and housing improvement.

Program monitoring will ensure that the statutory and regulatory requirements of the CDBG program are being met. City staff will determine whether a project is eligible under the CDBG program and the National Objectives of the HUD Program: 1) benefiting low- and moderate-income persons/clientele; 2) preventing or eliminating slums or blight on a spot or area basis; and 3) addressing an urgent community need.

City staff will conduct required environmental assessments, assist with competitive bidding processes, and assure all projects and programs comply with local, state and federal regulations.

Staff and subrecipients will report program completion and accomplishments within the Consolidated Annual Performance Evaluation Report (CAPER). The Program Year 2024 CAPER will be presented to the City Council in early Fall of 2025.



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Community Development
ITEM #: 9.B
SUBJECT: **PLN23-004 & WSA23-054:** A Preliminary Plat and Water Service Application for Senator Cottages, a 37-Unit Subdivision on an Approximate 11 Acre Parcel Generally Located off of Senator Highway on the Old Drive-in Property. Site Zoning: SF-9 (Single Family). Location: APN 110-06-002F. Property Owner: RCJ Irrevocable Trust. Applicant: Lyon Engineering.

ITEM SUMMARY

This is a request for Preliminary Plat approval for the Senator Cottages subdivision, creating 37 single family residential units platted as a PAD on approximately 11 acres with 5.9 acres of Open Space, located off of Senator Highway. The property is zoned SF-9 (Single Family), which would allow up to 48 dwelling units as a PAD. The property is currently vacant, but has had some grading done on-site in the past.

The Planning and Zoning Commission reviewed the request at their April 25, 2024, meeting and made a unanimous recommendation of approval.

The Water Issues Sub-Committee reviewed WSA23-054 at their June 4, 2024 meeting and recommended approval to City Council. A demand analysis was prepared using Water Resources Management Model (WRMM) multiplier of 0.17 acre-feet/yr for each single-family residential lot. The anticipated water usage for the project includes 37 domestic service connections with a total anticipated usage estimated at 7.84 acre-feet/yr. Based on conversation with the project engineer, there is no anticipated landscape water usage for the open space shown as Track A on the attached plat map. For open space labeled Track B, the ADWR recommended value of 1.5 acre-ft/acre was used to determine an estimated landscape water use of 0.77 acre-feet/year. The total anticipated water use for the project is 8.61 acre-feet/yr.

BACKGROUND

The subject property is approximately 11 acres with about 50% designated for Open Space as part of the PAD plat. This plat will allow for 37 single family residential units platted as single family lots for individual ownership.

Issues for Consideration (LDC Section 9.10.9.A.6)

The City shall consider the following in the review of Preliminary Plats:

1. The purposes for subdivision regulations of Sec. 9.10.1;

The application complies with all Preliminary Plat requirements.

2. The requirements of Sec. 9.10.6, Standards for Subdivision Approval;

The applicant has submitted a complete application that has been reviewed by all our reviewing agencies and no other information is required as part of this Preliminary Plat application.

3. The physical arrangement of the subdivision;

The proposed subdivision has supplied all required information and has made required changes to the layout of the lots and easements for utilities. No other changes have been requested to this project and meets all code requirements.

4. Adequacy of street and thoroughfare rights-of-way and alignment;

The proposed layout meets all code requirements.

5. Compliance of the streets and thoroughfares with the adopted plans and the existing street pattern in the area;

The applicant worked with the Public Works and Fire Departments in regards to the size of the easements for ingress/egress, utilities, trash, and fire turnaround. The proposed Preliminary Plat meets all the City's code requirements.

6. Adequacy of easements for proposed or future utility service and surface drainage; and Meets all code requirements.

7. Suitability of lot size and area with respect to the minimum requirements for the type of sanitary sewage disposal proposed.

The proposed units will meet all code requirements and there are no required changes to the layout as presented.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

1) MOVE to approve PLN23-004; and 2) MOVE to approve WSA23-054

ATTACHMENTS

1. Narrative
2. Maps
3. Preliminary Plat



October 10, 2023

Senator Cottages Subdivision Project Narrative

The Senator Cottages Subdivision (SCS) is proposed to be a mass graded, 37-unit, single-family subdivision located off of Senator Highway at the old Senator Drive-In theater location (APN#110-06-002F). The proposed subdivision will have a circular roadway that is accessed from Senator Highway. It is proposed to rezone the parcel from the current SF-9 zoning designation to a P.A.D. designation. The density for the project will be 3.2 dwelling units/acre, which is less than the SF-9 Maximum Density of 4.4 dwelling units/acre.

The minimum lot size is proposed to be 3,496 sq. ft. with minimum lot dimensions of 76'x46'. The proposed building setbacks shown on the accompanying preliminary plat are 20-ft to the garage, 17-ft to the front of the house, 5-ft to the side, and 10-ft to the rear. The minimum setbacks per the land development code is 25-ft front, 25-ft rear, and side yard setback of 7-ft.

The SCS development will tie into existing water mains and extend new water mains throughout the development to service the project. The water report shows two connections, one along Senator Highway and one to the south at the end of Haisley Road. Based on a fire flow test the water distribution system can provide fire flow and domestic water service for the SCS.

The SCS development will tie into existing sewer mains and extend new sewer mains throughout the development to service the project. Existing downstream sewer main is located within the existing Quad City Christian Church parking lot. There is an existing easement that traverses the church's property so that it can be extended to boundary of SCS.

Grading and drainage for the proposed SCS development will be completed in a way to ensure there are no negative drainage impacts to upstream or downstream properties of the proposed project. The entry road will have a longitudinal slope of over 10% but under 12% as required by the general engineering standards. The proposed lots will be mass graded with retaining walls to make up the grade on-site. The lots are clustered over the existing disturbed land and not within the existing washes.

Constraining the site is the elevation of the existing Haisley Road. Haisley Road terminates at a cul-da-sac at an elevation of 5610 and the proposed roadway for our site is down at 5584, for a difference of 26-ft. The existing ground at this location in the road is 5585, so our design is only dropping the site at this location by 1-ft. As a result, we are currently showing just the water line connection through the end of Haisley Road. This elevation difference will result in a roadway over 12% which the fire department can not use for a roadway or access. The calculated slope is approximately 14% as a straight grade, not accounting for any vertical curves drive approach.

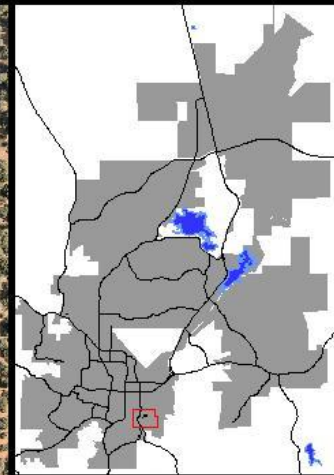




Legend

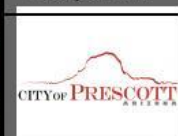
- Current Features
- Street Name Labels
- Address
- Streets
- Parcels

Subject Parcel



Imagery Map

This map is a product of
The City of Prescott



This document is a graphic representation only of best available information.
The City of Prescott assumes no liability for errors or omissions.

PRELIMINARY
PLAT FOR
SENATOR
COTTAGES P.A.D.
11.00 ACRE
PARCEL

NOTES:
PROJECT IS LOCATED IN FEMA ZONE 'X',
FIRM 04025C2062H & 04025C2064H
DATED MARCH 6, 2018

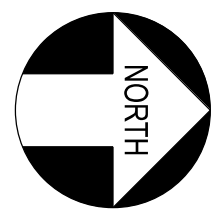
MASS GRADING IS PROPOSED FOR THIS
PROJECT, EARTHWORK:
CUT: 23,431 CY
FILL: 21,684 CY

SOURCE OF TOPOGRAPHY:
AERIAL DRONE FLIGHT BY LYON
ENGINEERING ON MAY 16, 2023
VERTICAL DATUM: NAVD88

ALTERATION/MODIFICATION REQUEST:
1. SECTION 7.4.2 ENGINEERING AND
CONSTRUCTION STANDARDS:
MINIMUM CURVE RADIUS 60 FT

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	OVERALL MAP, BOUNDARY ANNOTATION, & PROJECT DATA
2	PRELIMINARY PLAT SHEET 1 (WATER, SEWER, & GRADING)

ROW & TRACT AREAS			
AREA ID	LAND USE	AREA (SF)	AREA (AC)
TRACT A	DRAINAGE, UTILITIES, OPEN SPACE	234,698	5.388
TRACT B	DRAINAGE, UTILITIES, OPEN SPACE	22,444	0.515
TOTAL TRACTS=		257,188	5.904
ROAD 1	RIGHT-OF-WAY	77,032	1.768



DRAWING SCALE
1" = 50 ft, Horizontal
(This scale is valid for
22"x34" sheets only)

VERIFY SCALE

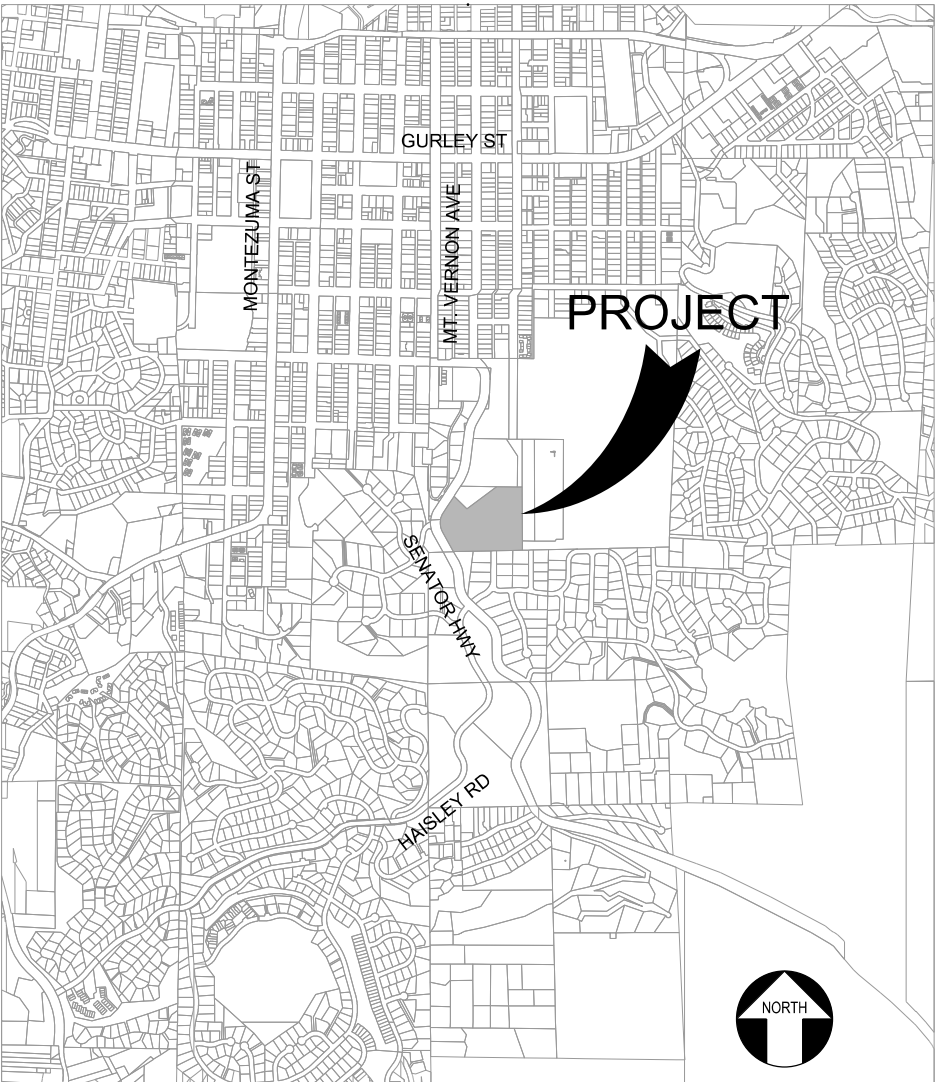
BAR IS ONE INCH ON
ORIGINAL DRAWING.

0  1"

IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

LOCATION MAP

NOT TO SCALE



DESCRIPTION OF PROJECT

PROPOSED SUBDIVISION WITH 37 LOTS ON 11.00 ACRES

SITE DATA

ASSESSOR PARCELS NUMBERS:
110-06-002F

PROPOSED USE:
37 RESIDENTIAL LOTS

ZONING

EXISTING ZONING: SF-9 (SINGLE FAMILY)
PROPOSED ZONING: N/A, NO CHANGE

UTILITIES

ELECTRICITY: ARIZONA PUBLIC SERVICE
GAS: UNISOURCE ENERGY SERVICES
TELEPHONE: CENTURYLINK/SPARKLIGHT
CABLE T.V.: SPARKLIGHT
WATER: CITY OF PRESCOTT
SEWER: CITY OF PRESCOTT
GARBAGE: CITY OF PRESCOTT

LEGAL DESCRIPTION

PORTION OF SECTION 3, TOWNSHIP
13 NORTH, RANGE 02 WEST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

SITEPLAN SYMBOL LEGEND

- | | |
|---|--------------------------------|
|  | EXISTING 5' CONTOUR |
|  | PROPERTY BOUNDARY LINE |
| | EXISTING LOT/ROW LINE |
| 110-06-002F | YAVAPAI COUNTY PARCEL # |
|  | EASEMENT LINE |
|  | 46' x 76' MIN. LOT SIZE |
|  | TRACT |

OWNER

RJC IRREVOCABLE TRUST
957 BLACK DR.
PRESCOTT, ARIZONA 86305

PHONE: (928) 925-1267
PROJECT CONTACT:
TIM EMBERLIN

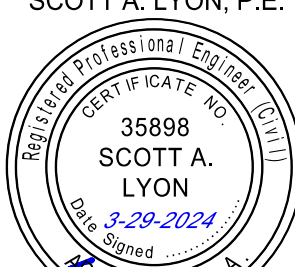
ENGINEERS/SURVEYORS

DRAWN: RGP DESIGN: RGP JOB#: 1186-1

DATE OF PREPARATION: 8-3-2023
DATE OF REVISIONS: 3-8-2024 / 3-29-2024



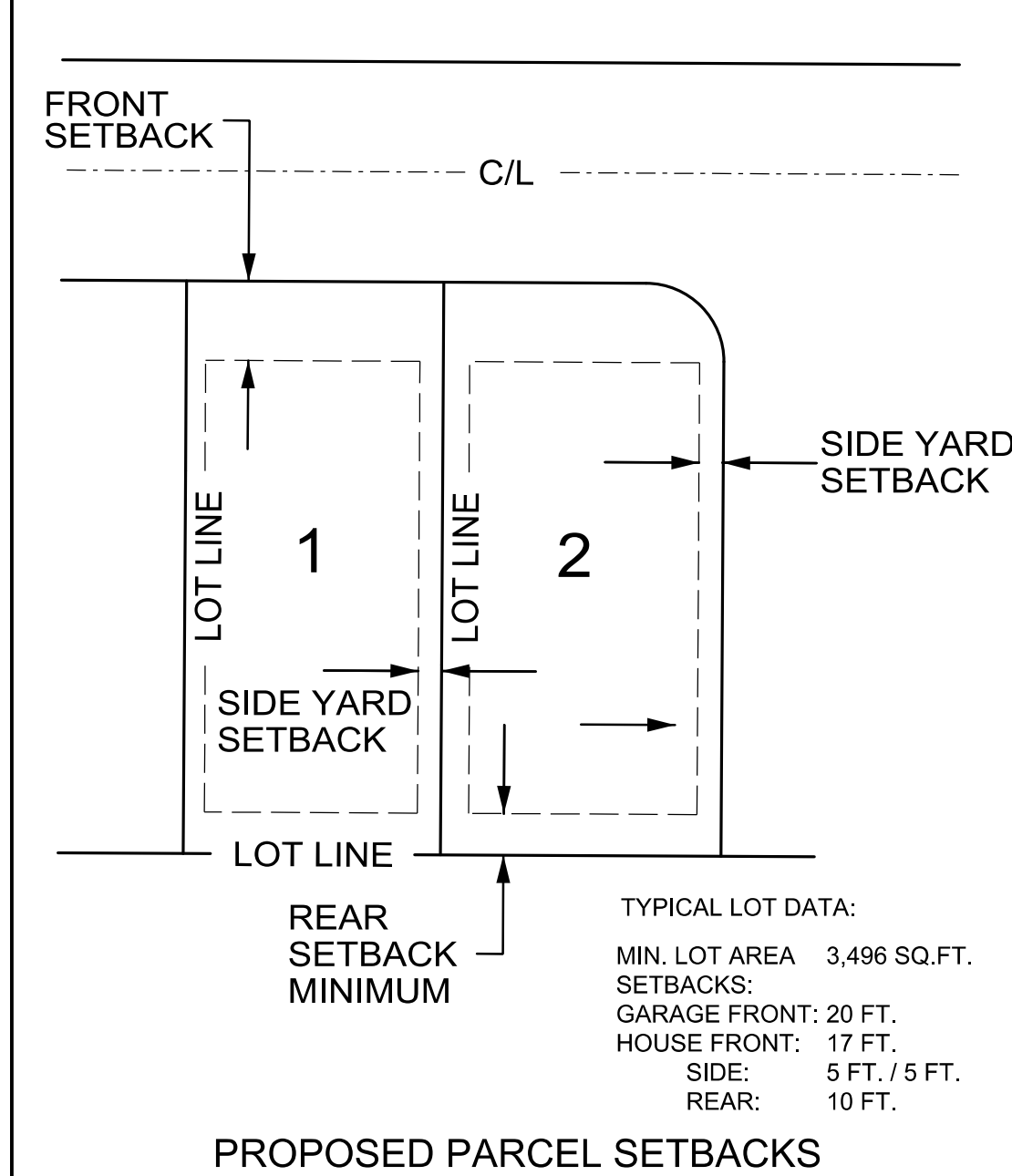
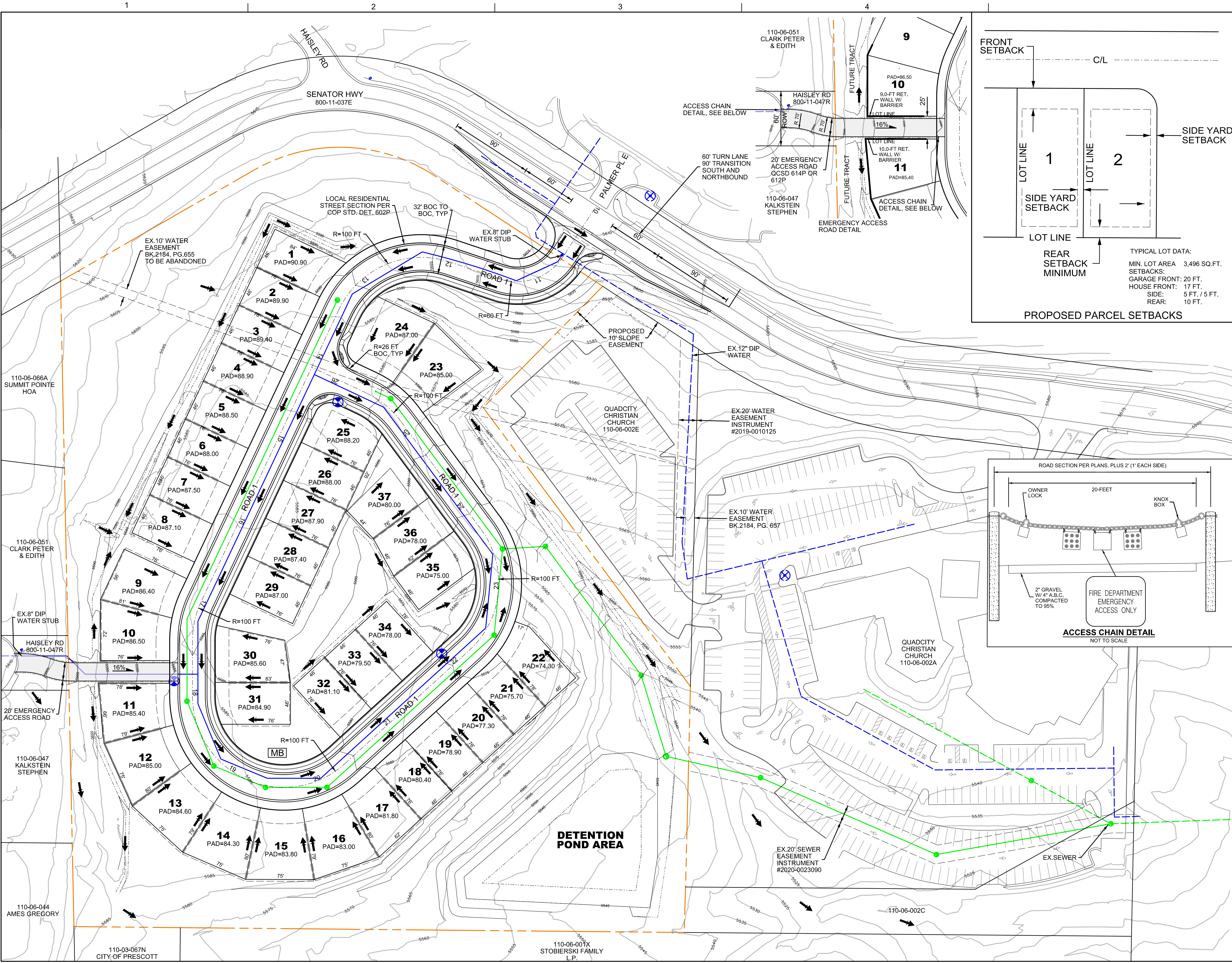
1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750
FAX: (928) 776-0605



SHEET: 1 OF 2

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FILENAME: G:\PROJECTS\1186_Copper Tree\1186-15 Senator Drive-In\CADD\IGN\Maps&Exhibits\Pre-Plat\Senator Hwy Pre-Plat REVISED.dgn
MODELNAME: 01 - Preliminary Plat Senator Hwy
PDF CREATED ON: 3/29/2024



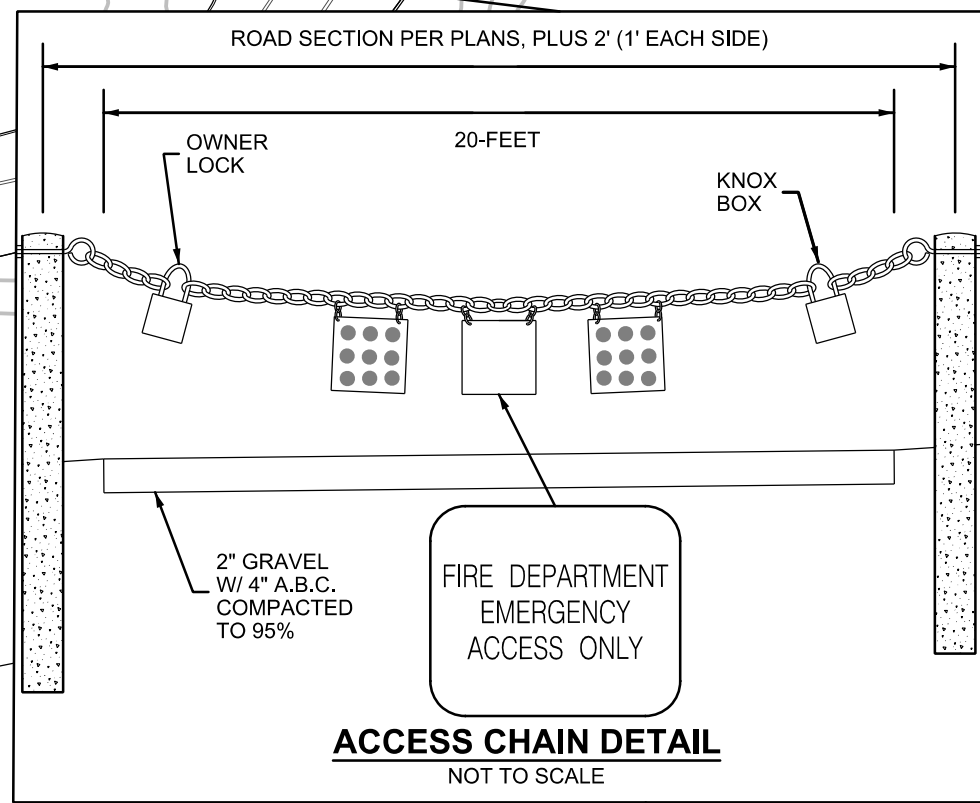
050

DRAWING SCALE
1" = 50 ft. Horizontal
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22"x34" sheets only)

01"

VERIFY SCALE
BAR IS ONE INCH ON
ORIGINAL DRAWING.
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

PROPOSED RESIDENTIAL LOT DIMENSIONS			
LOT NUMBER	MINIMUM WIDTH (FT)	MINIMUM DEPTH (FT)	AREA (SQ FT)
1	46	76	3665
2	46	76	3496
3	46	76	3496
4	46	76	3496
5	46	76	3496
6	46	76	3496
7	46	76	3496
8	46	76	3496
9	46	76	4129
10	46	76	4363
11	46	76	4307
12	46	76	4674
13	46	76	4674
14	46	76	4674
15	46	76	4674
16	46	76	4674
17	46	76	4147
18	46	76	3496
19	46	76	3496
20	46	76	3496
21	46	76	3508
22	46	76	3822
23	46	76	4576
24	46	76	5174
25	46	76	3976
26	46	76	3496
27	46	76	3496
28	46	76	3496
29	46	76	3496
30	46	76	4300
31	46	76	3733
32	46	76	3496
33	46	76	3496
34	46	76	3496
35	46	76	3728
36	46	76	3644
37	46	76	5158
TOTAL LOT AREA (SQ FT)=			145,034
TOTAL LOT AREA (ACRE)=			3.330



SITEPLAN SYMBOL LEGEND	
	PROPOSED WATER MAIN
	PROPOSED FIRE HYDRANT
	EXISTING WATER MAIN
	EXISTING FIRE HYDRANT
	PROPOSED SEWER MAIN
	EXISTING SEWER MAIN
	EXISTING EASEMENT LINE
	DRAINAGE FLOW PATH
	PROPOSED DRAINAGE CHANNEL
	PROPOSED MAIL BOX LOCATION
	EXISTING 5' CONTOUR
	EXISTING 5' CONTOUR LABEL
	PROPOSED 5' CONTOUR
	PROPOSED 5' CONTOUR LABEL
	PROPERTY BOUNDARY LINE

SENATOR COTTAGES P.A.D.
11.00 ACRE PARCEL
PRELIMINARY PLAT
GRADING, DRAINAGE & UTILITIES

ENGINEERS/SURVEYORS

DRAWN: RGP DESIGN: RGP JOB#: 1186-15

DATE OF PREPARATION: 8-3-2023
DATE OF REVISIONS: 3-8-2024 / 3-29-2024

1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
(928) 776-1750
FAX: (928) 776-0605

SHEET: 2 OF 2



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Public Works
ITEM #: 9.C
SUBJECT: Approval of Multiple Contracts for the Construction of the Yavapai Hills #1 Lift Station Rehabilitation Project as Follows: 1) City Contract No. 2025-042 with Fann Environmental, LLC, in the Amount of \$4,969,003.75; and 2) City Contract No. 2022-014A3, an Amendment to City Contract No. 2022-014 with Water Works Engineers, LLC, for Post-Design Services in the Amount of \$53,317.57.

ITEM SUMMARY

This item is to approve City Contract No. 2025-042 with Fann Environmental, LLC, for the construction of the Yavapai Hills #1 Lift Station Rehabilitation Project in the amount of \$4,969,003.75, and to approve City Contract No. 2022-014A3 with Water Works Engineering, LLC, for post design services in the amount of \$53,317.57. The location of the project is shown on the attached vicinity map.

BACKGROUND

Wastewater operations owns and maintains 61 lift stations in and around the City to help convey sewage flows to the City's treatment plants. These lift stations are routinely evaluated with respect to their age, condition, location, historic failures, criticality to the system, serviceability, and safety.

The Yavapai Hills #1 Lift Station has recently experienced an increase in failures due to the aging equipment. This lift station site is critical to daily wastewater operations because of the area size it serves and because it is the only site that can pump sewage from the Yavapai Hills Subdivision back into the City's gravity system, then on to the treatment plant.

The rehabilitation project will include replacement of all the major site components, including the pumps, control panels, wet wells, valve and backup generator. The project will also include repurposing the existing wet wells as emergency, overflow capacity and we will repurpose the existing building for electrical and control equipment. Site improvements will include installation of new security fencing and access improvements. Removal of the old, open pit sewage treatment plant basins and equipment will increase site safety. The new facility will be designed with the capability of handling future build-out flows.

Bid Results

The invitation for bids was publicly noticed on March 24, and March 31, 2024. On May 16, 2024, four (4) bids were publicly opened for the project:

Company	Location	Bid
Fann Environmental LLC	Prescott, AZ	\$4,969,003.75
B4 Enterprises, Inc.	Cedar City, UT	\$5,182,200.00
Technology Construction, Inc.	Prescott, AZ	\$5,748,125.00
MGC Contractors, Inc	Phoenix, AZ	\$6,182,173.46

The City has received written confirmation of the bid from Fann Environmental, LLC. The license, bonding, references, and performance of past municipal projects have also been verified and determined satisfactory. The bid is deemed responsive and balanced.

Award of the low bid in the amount of \$4,969,003.75 is recommended.

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

This project supports the Council's Strategic Goal of good governance through community-focused and performance-driven operations.

Project Schedule

Award of Contract	June 25, 2024
Pre-Construction Meeting	Week of July 8, 2024
Notice to Proceed	Week of July 22, 2024
Expected Completion	Week of December 16, 2024*

*The completion date is contingent upon the impacts of supply chain issues.

FINANCIAL IMPACT

Funding for this contract is budgeted in FY25 from the Public Works Wastwater funds.

RECOMMENDED ACTION

1) MOVE to approve City Contract No. 2025-042; and 2) MOVE to approve City Contract No. 2022-014A3

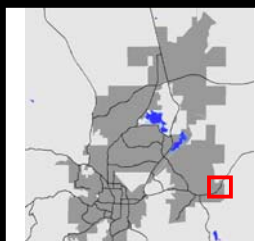
ATTACHMENTS

1. Yavapai_Hills_No_1_Vicinity_Map
2. CIP2105-004 Yavapai Hills LS#1 - Post Design Proposal 061324
3. Fann Environmental
4. Contract Cover Sheet for Council_2025-042
5. Contract Cover Sheet for Council_2022-014A3
6. Construction_Contract_June 2024
7. Amendment_Over 50K_Rev051424



- Yavapai Hills Subdivision -

- SR 69 -



Yavapai Hills #1
Lift Station Rehabilitation
Vicinity Map

This map is a product of
The City of Prescott



Yavapai Hills LS#1 Post Design Services

City Project No. CIP2105-004

Scope of Work

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Appendix

Appendix A – Project Fee Proposal

Overview

Post Design Services for the City of Prescott (City) Yavapai Hills Lift Station #1 (Project) will be performed by a consultant team led by Water Works Engineers (WWE) with Lyon Engineering (LE) and Ripple Industries (RI)

Tasks and requirements set forth in this revised Scope of Work have been generally defined by the following major elements:

- Post Design Services:
 - Provide engineering support during construction
 - Coordination with utilities and operations
 - Communication facilitation and documentation
 - Field Inspection/Construction Observation
 - Testing Observation
 - Record Drawings (as-builts)
 - Engineers Certificate of Completion (ECC)
- Special Services
 - Provide control panel fabrication, control logic programming, communication, SCADA screen development

The firms involved in this project are listed below with their respective disciplines:

Firm	Services/Disciplines
Water Works Engineers, LLC.	Post Design Services
Lyon Engineering	Occasional inspections
Ripple Industries	Control Panel Supply and Integration

Basic Services

Task Series 1000 Project Management (N/A)

Task Series 2000 Pre-Design (N/A)

Task Series 3000 Detailed Design - Yavapai Hills Lift Station #1 (N/A)

Task 4000 Permitting (N/A)

Task Series 5000 Post Design Engineering Services

The objective of post design engineering services is to assure that construction of the Project is carried out in accordance with the intent of the design and the requirements of regulatory agencies, with a minimum of disruption to ongoing activities of the collection system operation, stakeholders and roadway commuters.

The engineering services during construction to be performed by the Engineer consists of the following subtasks:

- Attend Pre-Construction Meeting
- Project Meetings – construction progress and coordination (as needed)
- The Engineer will respond in writing to Requests for Information (RFIs) from the Contractor through the City Project Manager.
- Shop Drawing submittal review
- Field Inspection/Construction Observation
- Testing Observation
- Record Drawings (as-builts)
- Engineers Certificate of Completion (ECC)

As the Owner, the City will be the central point of contact for the Contractor and the Engineer. Instructions to the Contractor will be issued by the City per the construction contract.

Task 5100 Project Administration

The Engineer will provide administrative services to facilitate construction activities. These tasks will include attending construction meetings (as required), special coordination meetings (as required), taking construction photographs, reviewing Contractor's redline markup as-built drawings on an on-going basis, maintain records and reports of construction inspection and testing activities, and general document maintenance and management. The Engineer will maintain a log of all work items, including RFIs, submittals, alternates, claims, etc.

Subtask 5110 Conferences and Meetings

The Engineer will attend on an as-needed basis the meetings identified below (remotely). Other Project Team members will be requested to attend meetings as deemed necessary.

Meetings attended by the Engineer include:

- Construction Progress Meetings on a weekly basis (attended by Key Project Team members) as necessary. These meetings will be scheduled and coordinated by the Contractor.
- Work Coordination Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.
- RFI Resolution Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.

Subtask 5120 Project Coordination

The Engineer will coordinate with City personnel and the Contractor to establish requirements for written Work Plans prior to construction work at major tie-ins, shutdowns, bypass pumping, service lateral connections, or other operations and site applicable interfaces. The Engineer will review Work Plans presented by the Contractor to verify that they include sufficient detail and appropriate provisions to provide continuity of service and operations during the work in accordance with the City requirements. The City and Engineer Project Team will review and approve the Work Plans and will inspect the execution of these activities. Work plans will be submitted to both the Engineer and Project Manager.

Subtask 5130 Requests for Information (RFI's)***Task Detail 5131***

The City PM will act as main point of contact and will be responsible for routing and maintaining records of Requests for Information (RFI). The City PM will maintain a log of RFI's for monitoring the status and timeliness of responses. The Engineer Project Team will assist with the RFI response development in relation to their area of design responsibility with the City PM issuing the completed response to the Contractor and Engineer. The City will issue interpretations and clarifications of the requirements of the Contract Documents, as requested by the Contractor in a RFI or other format as deemed suitable by the City Project Manager, to facilitate proper fabrication, construction, or installation of the work.

Task Detail 5132

The Engineer will evaluate, at City request, Contractor's claims to determine if they are justified under the Contract and will review Contractor's proposals for additional compensation and/or time relating to changes or claims. The Engineer will assist with the claim reviews as required.

Subtask 5140 Submittal Reviews

The Engineer will review product data, shop drawings, samples, test results, operations and maintenance manuals, and other data that the Contractor is required to submit. Submittals will be transmitted, processed and filed electronically. The Engineer will be responsible to distribute the submittals to the appropriate Project Team members and consolidate the reviews of different members into a single review to the City. Such review and approval or other action will not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto. The City PM will consolidate comments for multidiscipline submittal reviews for issuance to the Contractor. The City PM will maintain a submittal log for monitoring the status and timeliness of responses.

Subtask 5150 Record Drawings

The Engineer will develop record drawings based on Contractor field notes and redlines, Engineer's observations and as-built field coordinates provided by the Surveyor (LE). The drawings will be updated in CAD and delivered to the City as Adobe .pdf and hard copies.

➤ Deliverables:

- One (1) 22" x 34" final mylar set of the Approved Record Drawings
- One (1) USB containing:
 - Record Drawings in Adobe .pdf format
 - Record Drawings in CAD format including the base file and sheet files

Task 5200 Inspection Services

The Engineer will conduct as needed inspections, special inspections and coordinate for other required inspections. The Engineer will perform the following:

Subtask 5210 Coordination

The Engineer and City PM will monitor construction activities and, in close coordination with the Contractor, will coordinate for Quality Assurance (QA) testing and inspection to be conducted at the appropriate hold-points. This includes inspections by public works inspector and others, as appropriate.

Copies of special inspection and testing reports, and of approved changes, will be maintained at the project site for review.

Subtask 5220 Engineers Certificate of Completion (ECC)

The Engineer will provide the staff necessary under the direct supervision of the Engineer to provide the inspection and construction observation as necessary for the Engineers Certificate of Completion (ECC). The Engineer will produce all supporting documentation, test results and supporting data, and will apply for and obtain a Discharge Authorization from ADEQ.

Subtask 5230 Site Visits

The Engineer Team members' engineering staffs and/or managers, will conduct occasional, periodic visits to the site to make spot checks of work-in-progress, review site conditions in response to an RFI or changes or to assist in coordination of construction issues requiring their attention.

Subtask 5240 Substantial and Final Completion Inspections

The Engineer will coordinate with the City and conduct inspections jointly with the City and the Contractor to determine if the Project is substantially complete and will, before issuing a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction (punch list). Upon verification that the City is in agreement with the Substantial Completion determination, the Engineer will issue the Certificate of Substantial Completion and the punch list.

The Engineer and City will conduct a final inspection to determine if the finished Work has been completed to the standard required by the Contract Documents and that Contractor has fulfilled its obligations as required. This inspection will be based on the punch list and any other functional or operational deficiencies that occur in the time period between when the punch list is generated and the Final Inspection.

This scope does not include full-time onsite construction observation services.

Subtask 5250 Specialty Inspections – Electrical, Rebar and Concrete Pour Observations

Specialty inspections will be provided as required by WWE (or qualified subconsultants) to comply with building code requirements and standard construction practices. These include the following:

- Rebar inspections prior to closure of forms
- Concrete placement inspections
- Post installed anchor inspections
- CMU wall inspection
- Electrical termination and MCC wiring inspections

Full-time rebar and concrete pour inspections has been included within this scope of work (does not include concrete QA/QC testing, to be performed by the Contractor).

- **Deliverables:** Special Inspection Reports (SIRs) will be completed upon the completion of each inspection. Reports will note approval or items needing correction.

Subtask 5260 Coordination with Integrator

Engineer (WWE) will conduct detailed coordination with the integrator and City to provide the ladder-logic and screens that the City desires for a successful end-product. This will include conducting meetings with City IT and Operations Staff to confirm not only pump station controls but also integration into the existing City SCADA system.

These meetings and coordination will occur during design phases and construction as needed to provide a seamless delivery of the control panel, programming and integration into the City SCADA System.

Subtask 5270 Panel Supplier and Integration

An integrator/panel supplier, Ripple Industries (RI) will be sub-contracted by the Engineer (WWE). This subcontractor will provide programming and panel building (control panel only) in accordance with the City of Prescott Control System Standardization – Technical Memorandum No. 1: Controls System Standardization and Remote Communications Alternatives (December 2012).

The following detailed quote breakdown is provided to illustrate the tasks involved with this subtask. A radio-path survey was included as the proposed site may have difficulty communicating with the existing system.

- RTU/Control Cabinet: \$30,000
- Programming/Training: \$10,000

Subtask 5280 Startup and Commissioning

Engineer and COP will be onsite for startup, testing and commissioning of the lift station and operating mechanical equipment. Functional testing will include testing of the ladder-logic, pump performance verification, valves, flow-meters and electrical gear transfer.

Special Services**Task Series 6000 Special Services (N/A)****Other Direct Costs****Reproduction**

The Engineer has added this item to cover various printing costs of plan sets, reports, and specifications based on the Deliverables items listed under previous tasks.

Allowances**Contingency**

At the request of the City, the Engineer has added a contingency to the contract to cover additional design changes, modifications, survey services, or post design services on an as needed basis. This contingency cannot be used without the express written consent of the Public Works Director.

Scope Assumptions

1. Design phase services are complete. The remaining balance from that contract will be transferred to this contract (\$93,861.43).
2. Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.
3. The Engineer will not be producing a Storm Water Pollution Prevention Plan (SWPPP) for the project, the Contractor will responsible for producing, implementing and maintaining a SWPPP for all construction activities.
4. The Engineer will not be producing a traffic control plan and ROW permit for this project. The Contractor will be responsible for producing for approval by the Engineer and City staff, a traffic control plan and ROW permit(s) for construction activities where necessary.
5. The City will pay (via direct reimbursement to consultant) all permit processing and submittal fees.
6. Bid Document reproduction and distribution costs will be paid by the City.

APPENDIX A

Project Fee Proposal

Appendix A

		City of Prescott Yavapai Hills LS #1 Post Design Services City Project No. CIP2105-004																					
Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Lyon Total	WaterWorks Engineers												WaterWorks Total
		\$ 170	\$ 95	\$ 135	\$ 135	\$ 160	\$ 85	\$ 70			Princ	PM	SPE	PE	E&S 4	E&S 3	S DES	DES	CLER	Total			
											\$ 205	\$ 180	\$ 150	\$ 120	\$ 175	\$ 150	\$ 125	\$ 105	\$ 75				
Task Series 1000	Project Management																						
Task Series 1000 Subtotal		0	0	0	0	0	0	0	0	\$ -	0	0	0	0	0	0	0	0	0	0	\$ -		
Task Series 2000	Pre-Design																						
Task Series 2000 Subtotal		0	0	0	0	0	0	0	0	\$ -	0	0	0	0	0	0	0	0	0	0	\$ -		
Task Series 3000	Detailed Design - Yavapai Hills LS #1																						
Task Series 3000 Subtotal		0	0	0	0	0	0	0	0	\$ -	0	0	0	0	0	0	0	0	0	0	\$ -		
Task Series 4000	Permitting								0	\$ -										0	\$ -		
Task Series 4000 Subtotal		0	0	0	0	0	0	0	0	\$ -	0	0	0	0	0	0	0	0	0	0	\$ -		
Task Series 5000	Post Design Engineering Services																						
Task 5100	Project Administration																						
Subtask 5110	Conferences and Meetings				8	4			12	\$ 1,720	24			24						48	\$ 7,800		
Subtask 5120	Project Coordination								0	\$ -	8			24						32	\$ 4,520		
Subtask 5130	Requests for Information (RFI's)				8	4			12	\$ 1,720				24						1768	\$ 2,880		
Subtask 5140	Submittal Reviews								0	\$ -				80	40					120	\$ 16,600		
Subtask 5150	Record Drawings				16	8			24	\$ 3,440	8			24	8	8	40			3576	\$ 12,120		
Task 5100 Subtotal		0	0	0	32	16	0	0	48	\$ 6,880	40	0	0	176	48	8	40	0	0	5544	\$ 43,920		
Task 5200	Inspection Services																						
Subtask 5210	Coordination					8	8		16	\$ 1,960		8							1	9	\$ 1,515		
Subtask 5220	Engineers Certificate of Completion (ECC)				8	4	40	8	60	\$ 5,680		8							1	9	\$ 1,515		
Subtask 5230	Site Visits					8	16		24	\$ 2,640	2	40	40		20				11	113	\$ 17,935		
Subtask 5240	Substantial and Final Completion Inspections					4	8		12	\$ 1,320		20	8		8				4	40	\$ 6,500		
Subtask 5250	Specialty Inspections - Rebar, HVAC, Elec, Conc Pour								0	\$ -	2	40	80	80	40	100			35	377	\$ 53,835		
Subtask 5260	Coordination with Intergrator								0	\$ -		8	8		8				3	27	\$ 4,265		
Subtask 5270	Coordination w/ Panel Supplier								0	\$ -	4	16	8						3	31	\$ 5,125		
Subtask 5280	Startup and Commissioning										2	8	16		8				4	38	\$ 5,950		
Task 5200 Subtotal		0	0	0	8	24	72	8	112	\$ 11,600	10	148	160	80	84	100	0	0	62	644	\$ 96,640		
Task Series 5000 Subtotal		0	0	0	40	40	72	8	160	\$ 18,480	50	148	160	256	132	108	40	0	62	6188	\$ 140,560		
Task Series 6000	Special Services																						
Task 6200 Subtotal										\$ -											\$ -		
Task Series 6000 Subtotal		0	0	0	0	0	0	0	0	\$ -	0	0	0	0	0	0	0	0	0	0	\$ -		
Task Series 1000 through 6000 Subtotal		0	0	0	40	40	72	8	160	\$ 18,480	50	148	160	256	132	108	40	0	62	6188	\$ 140,560		
Other Direct Costs																							
	Reproduction and Courier									\$ -											\$ 4,000		
	Permit Fees									\$ -											\$ 2,000		
Other Direct Costs Subtotal										\$ -											\$ 6,000		
Allowances																							
Contingency	As Needed, COP Approval Required									\$ -											\$ 15,000		
Contingency	Solar Radio Repeater (removed)									\$ -											\$ -		
Allowances Subtotal										\$ -											\$ 15,000		
Sub-Total =										\$ 18,480											\$ 182,560		
	Integrator/Panel Supplier																				\$ 40,000		
TRANSFER FROM DESIGN PHASE REMAINING BALANCE =											\$ (93,861)												
CONTRACT TOTAL =											\$ 147,179												
Labor Codes Legend:																							
Lyon Eng: GPS - GPS Survey Crew, STCH - Survey Technician, SMGR - Survey Manager, ENG - Project Engineer, PE - Principal Engineer, INSP - Inspection, CLER - Clerical																							
Water Works: Princ - Principal, PM - Project Manager, SPE - Senior Project Engineer, PE - Project Engineer, E&S 4 - Elec or Struc Engineer 4, E&S 3 - Elec or Struc Engineer 3, S DES - Senior Design Engineer, DES - Designer, CLER -																							

Bidding Schedule - REVISED 5/13/2024

Yavapai Hills Regional Lift Station #1						
CIP #2105-004						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
General Construction Items						
1	105.8	Construction Stakes Lines and Grades	1	LS	\$20,000.00	\$20,000.00
2	107.16	Stormwater Pollution Prevention Plan	1	LS	\$25,000.00	\$25,000.00
3	109.10	Mobilization/Demobilization	1	LS	\$180,000.00	\$180,000.00
4	109.11	Contract Allowance	1	ALL	\$350,000.00	\$350,000.00
5	COP 200.2	Bypass Pumping	1	LS	\$40,000.00	\$40,000.00
6	420	Permanent Fencing	650	LF	\$106.00	\$68,900.00
<i>General Construction Items Subtotal</i>					\$	683,900.00
Sewer Improvements						
7	2200 SP	Piping, Existing Fencing, Pumps, Concrete, Valves, Slide Gates, Manholes and ATS Demolition	1	LS	\$175,000.00	\$175,000.00
8	03410-A SP	Splitter Box - Polymer Pre-Cast	1	EA	\$253,212.00	\$253,212.00
9	03410-B SP	Wet Well - Polymer Pre-Cast	1	EA	\$1,008,825.00	\$1,008,825.00
10	725	Storage Building Pad - Slab - on - Grade	10	CY	\$6,250.00	\$62,500.00
11	03400-A SP	Meter Vault - Pre-Cast	1	EA	\$82,903.50	\$82,903.50
12	744	Manhole - Polymer Pre-Cast	3	EA	\$31,700.00	\$95,100.00
13	03400-B SP	Valve Vaults - Pre-Cast	3	EA	\$82,903.50	\$248,710.50
14	08305 SP	Access Hatches	6	EA	\$2,500.00	\$15,000.00
15	2930 SP	Fabricated Steel Gates and Operators	2	EA	\$57,071.25	\$114,142.50
16	15010 SP	Pipe Supports	8	EA	\$1,800.00	\$14,400.00
17	8200 SP	Storage Roll Up Door	1	EA	\$9,000.00	\$9,000.00
18	626.3	Coatings	1	LS	\$10,000.00	\$10,000.00
19	11000 SP	Passive Odor Scrubber	2	EA	\$21,970.00	\$43,940.00
20	11300 SP	Flygt NP3315 HT 452	2	EA	\$259,854.00	\$519,708.00
21	5500 SP	Misc Shelving	1	LS	\$4,200.00	\$4,200.00
22	15100 PSDS PVC1 SP	15" SDR-35 PVC Pipe	50	LF	\$464.00	\$23,200.00
23	15100 PSDS PVC1 SP	10" SDR-35 PVC Pipe	75	LF	\$365.00	\$27,375.00
24	15100 PSDS DIP SP	10" Class 350 DIP	210	LF	\$1,290.50	\$271,005.00
25	15200.2.2.5. A SP	10" Plug Valve	3	EA	\$12,282.00	\$36,846.00
26	15200.2.2.3. B SP	10" Check Valve	3	EA	\$14,774.00	\$44,322.00
27	11100 SP	10" Sluice Gate Manually Actuated	4	EA	\$25,000.00	\$100,000.00
28	16050 SP	General Electrical Provisions	1	LS	\$677,469.00	\$677,469.00
29	16496 SP	ATS	1	EA	\$10,546.00	\$10,546.00

Bidding Schedule - REVISED 5/13/2024

Yavapai Hills Regional Lift Station #1						
CIP #2105-004						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
30	16232 SP	Genset	1	EA	\$96,921.00	\$96,921.00
31	13305 SP	Programming	1	LS	\$15,000.00	\$15,000.00
32	13310.2.2.4 SP	Level Indicator Transmitters	2	EA	\$27,138.00	\$27,138.00
33	13310.2.2.5 SP	Level Switch (High, High High and Low Low)	10	EA	\$77,700.00	\$77,700.00
34	13310.2.2.2 SP	Flow Element and Indicator Transmitter	1	EA	\$12,989.00	\$12,989.00
35	701	Aggregate	1010	SY	\$65.00	\$65,650.00
36	215.4	Grading	9035	SY	\$15.75	\$142,301.25
Sewer Improvements Subtotal					\$	\$4,285,103.75
Total Bid Amount				\$	4,969,003.75	

TOTAL BID AMOUNT:

Four Million Nine Hundred Sixty-Nine Thousand Three and 75/100 Dollars
(In Written Words)

Fann Environmental, LLC

Company Name


Signature of Company Official

May 16, 2024

Date Signed

President

Title

Proposal

Date: May 16, 2024

Proposal of Fann Environmental, LLC
(Name)

Corporation organized and existing under the laws of the State of Arizona; a partnership consisting of _____ or an individual trading as _____.

TO THE HONORABLE MAYOR AND COUNCIL
CITY OF PRESCOTT
PRESCOTT, ARIZONA

Ladies and Gentlemen:

The Undersigned hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation, and services for completion of the Yavapai Hills #1 Lift Station Rehabilitation Project, in strict conformity with the plans and specifications, at the total base bid price of:

Four Million Nine Hundred Sixty-Nine Thousand Three and 75/100 Dollars

(\$ 4,969,003.75).

The Undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

The Proposal Guarantee (Certified Check, Cashier's Check, or Bid Bond) attached, payable to the City of Prescott in the sum of not less than ten percent (10%) of the total bid price submitted for the complete project, to ensure that the Undersigned, if his bid is accepted, shall enter into contract and give the bonds and certificates of insurance required. In the event that the contract and bonds and certificates of insurance required are not furnished to the City within the time required, then and in that event the City may retain from the proposal guarantee an amount, not to exceed the amount of the proposal guarantee, representing the difference between the amount specified in the proposal or bid, and such larger amount that the City in good faith contracts with another party to perform the work covered by the proposal or bid.

The project shall be completed within one hundred fifty (150) calendar days after the starting date set forth in the NOTICE TO PROCEED.

The Undersigned hereby declares, as bidder, that the only persons or parties interested in this PROPOSAL as principals are those named herein; that no elected official or employee of the City is in any manner interested directly or indirectly in this PROPOSAL or in the profits to be derived

from the contract proposed to be taken, other than as permitted by law; that this bid is made without any connection with any other person or persons making a separate bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the NOTICE INVITING BIDS, CONTRACT DOCUMENTS AND PROJECT SPECIFICATIONS, and agrees to furnish the items and perform the work called for in accordance with the provisions of said form of Contract and the Specifications and to deliver the same within the time stipulated herein, and that he will accept in full payment therefore the total bid price named in this Proposal.

The bidder shall be an A-General Engineering contractor properly licensed in the State of Arizona at the time of bidding to perform construction in connection with fixed works, including streets, roads, power and utilities plants, dams, hydroelectric plants, sewage and waste disposal plants, bridges, tunnels, and overpasses and shall also be licensed to perform work within residential and commercial property lines, or shall be properly licensed to sub-contract residential or commercial work, as may be required in the Scope of Work.

Any bid submitted without the proper contracting license to perform the required work shall be considered non-responsive and rejected.

The bidder further agrees that, upon receipt of written notice of the acceptance of this PROPOSAL, he will execute the Contract in accordance with the PROPOSAL as accepted and furnish the required bonds TEN (10) days from the date of mailing of said Notice of Award to him at his address as given below, or within such additional time as may be allowed by the City; and that upon his failure or refusal to do so within said time, then the certified or cashier's check or bid bond accompanying this bid shall be cashed or enforced and the money payable pursuant thereto shall be forfeited to and become the property of the City as liquidated damages for such failure or refusal; provided that if said bidder shall execute the Contract and furnish the required bonds within the aforesaid time, his certified or cashier's check, if furnished, shall be returned to him within three (3) days thereafter, and the bid bond, if furnished, shall become void.

Bidder understands and agrees that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following Addenda: 1,2,3

The undersigned is the holder of Arizona State Contractor's License No(s). and Classification(s):

20635-A; 249529-B; 276357-CR11

Respectfully submitted,



Bidder (Authorized Signature)

Corporate Seal

By: Michael S. Young

Title: President

Bidder's Contact Information:

Physical Address: 6708 Corsair Ave Ste A, Prescott AZ 86301

Mailing Address: 6708 Corsair Ave Ste A, Prescott AZ 86301

Telephone No: (928) 778-5335

Email Address: mikeyoung@fannenvironmental.com

Names and addresses of all members of the firm or names and titles of all officers of the corporation:

Michael Fann, Member PO Box 4356, Prescott AZ 86302

Michael Young, Member/President 11398 E Remington Rd, Prescott Valley AZ 86315

Linda O'Brien, Member/Secretary, Treasurer PO Box 3958, Prescott AZ 86302

Gary Steinmetz, Member PO Box 1925, Chino Valley AZ 86323

Subcontractors List			
Yavapai Hills #1 Lift Station Rehabilitation			
Subcontractor Information	Bid Item(s)	Subcontract Amount	% of Total Bid
Name: Granite Basin Engineering Address: 1981 Commerce Center Cir Ste B Prescott AZ 86301 Phone #: (928) 717-0171 License #: N/A	1	\$10,000.00	<1%
Name: American Fence Co of Arizona Inc Address: 7301 1st St Prescott Valley AZ 86314 Phone #: (928) 772-6320 License #: AZ ROC 016349-CR14	6	\$104,000.00	2%
Name: McIntosh Concrete Contracting, Inc. Address: PO Box 11853 Prescott AZ 86304 Phone #: (928) 776-4150 License #: AZ ROC 176441-C9, 176442-A	10, 15	\$40,000.00	<1%
Name: Ed's Construction Service, LLC Address: 910 N Latigo Ln Dewey AZ 86327 Phone #: (928) 772-8961 License #: AZ ROC 123381-B2	15	\$16,000.00	<1%
Name: Aluma-Line, Inc. Address: 529 E Juanita Ave Mesa AZ 85201 Phone #: (480) 926-3831 License #: AZ ROC 053089-CR3	28 MCC Shade	\$27,000.00	<1%
Total Subcontract Amount and Percentage of Bid	\$	Page 1 of 2 Subtotal 197,000.00	4 %

**Use additional forms if needed*

Subcontractors List

Yavapai Hills #1 Lift Station Rehabilitation

Subcontractor Information	Bid Item(s)	Subcontract Amount	% of Total Bid
Name: Ripple Industries, LLC Address: 27784 N Cooper Rd Florence AZ 85132 Phone #: (480) 442-8199 License #: AZ ROC 28345-A, 329454-KB2	31	15,000.00	<1%
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Total Subcontract Amount and Percentage of Bid	\$	Page 2 of 2 Subtotal 15,000.00	<1 %

**Use additional forms if needed*

Total Subcontract Amount \$212,000 Percentage of Bid 4.3%

Proposed Staging Locations

Project Name: Yavapai Hills #1 Lift Station Rehabilitation

Bid Date: ~~April 25, 2024~~ May 16, 2024 (Per Addendum 2)

Contractor Name: Fann Environmental, LLC

Proposed Location No. 1	
General Description:	Parcel No:
	Physical Address:
Legal Owner:	Zoning District:

Proposed Location No. 2	
General Description:	Parcel No:
	Physical Address:
Legal Owner:	Zoning District:

**A map of each location may be attached to this form*

If **no** staging areas are proposed, please check here and sign below: ☒ **No Areas Proposed**

By signing below, I ("Contractor") certify that no staging areas are required for the above-named project. If necessary, staging area(s) are later determined, I understand that any associated costs shall be furnished by the Contractor and will be considered incidental without additional compensation from the City.



Signature of Company Official

May 16, 2024

Date Signed

CITY OF PRESCOTT
ARIZONA
Bidder's Affidavit

Yavapai Hills #1 Lift Station Rehabilitation Project

State of Arizona)
) ss.
County of Yavapai)

Michael S. Young, being first duly sworn, deposes and says:

That he/she is President of Fann Environmental, LLC
(Title) (Bidder)

who submits herewith to the City of Prescott, Arizona, a Proposal:

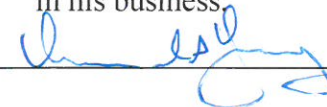
That all statements of fact in such Proposal are true.

That said Proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation.

That said bidder has not, directly, or indirectly by agreement, communication, or conference with anyone attempted to induce action prejudicial to the interest of the City of Prescott, Arizona, or of any bidder or anyone else interested in the proposed contract; and further,

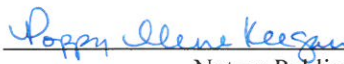
That prior to the public opening and reading of proposal, said bidder:

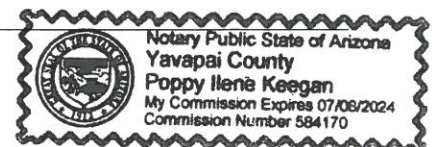
1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
4. Did not, directly or indirectly, submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except the City of Prescott, Arizona, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: 

SUBSCRIBED AND SWORN to before me by Michael S. Young

this 16th day of May, 2024.


Notary Public



7/8/2024
Commission Expires

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than 10% of bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT:

Fann Environmental, LLC

(hereinafter "Principal", as Principal, and

Liberty Mutual Insurance Company

(hereinafter "Surety"),

a corporation organized and existing under the laws of the State of **Massachusetts**,
with its principal offices in the City of **Boston, Massachusetts**

holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto,

City of Prescott, Arizona

(hereinafter "Obligee") in the sum of **Ten Percent (10%)** of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Yavapai Hills #1 Lift Station Rehabilitation

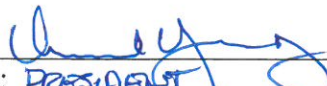
NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications of Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Signed and Sealed: **May 16, 2024**

Fann Environmental, LLC

Principal

(Seal)

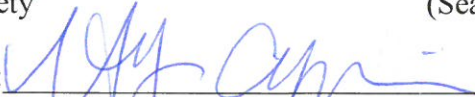
BY: 

Title: PRESIDENT

Liberty Mutual Insurance Company

Surety

(Seal)

BY: 

Katy Capirci Attorney-in-Fact
INSURICA Southwest Insurance Services, LLC
4686 E. Van Buren #310 Phoenix AZ 85008
AGENCY OF RECORD

Approved by Arizona Department of Administration



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8210911-969537**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Katy Capirci, Wendy Capirci, Lori L. Dawson-Brown, Nick Duckworth, Halle Finn, Blake C. Johnson, Michael D. Specht, Cliff Spickler

all of the city of Phoenix state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of October, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 27th day of October, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2024



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

ADDENDUM NUMBER ONE

FOR THE

YAVAPAI HILLS #1 LIFT STATION REHABILITATION PROJECT

DATE OF ADDENDUM: April 19, 2024

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 10 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

On Page 5 DELIVERY OF SUBMITTALS change:

Sealed bids will be received **before 2:00 PM on Thursday, May 2, 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.

Also on Page 5 change:

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:

**Notice of Inviting Bids:
Yavapai Hills #1 Lift Station Rehabilitation
DUE BEFORE 2:00 PM ON MAY 2, 2024**

Also on Page 5 Requests for Information change:

Requests for information must be received **by 5:00 PM on Tuesday, April 23, 2024**. Responses or addenda will be issued **no later than 12:00 PM on Monday, April 29, 2024**.

On Page 13 Proposed Staging Locations change:

Bid Date: May 2, 2024

On Pages 7 and 8 Bidding Schedule:

REMOVE the Bidding Schedule in its entirety and REPLACE it with the REVISED BIDDING SCHEDULE dated April 18, 2024 (attached).

Requests for Information

Question: Sheet M-101 shows the plan view of the top of the Lift Station. There currently isn't any indication that the Contractor is to provide a davit crane at each lift station hatch to lift the lift station pumps. Please clarify if a davit crane shall be provided for each lift station pump.

Response: Davit crane shall not be provided. Boom Truck shall be utilized to remove pumps.

Question: Sheet G-004 shows the new 3 polymer precast manholes. There is no detail of these manholes, or invert elevations, depth, etc. Please provide additional information regarding the new manholes such as a section view of each manhole.

Response: Refer to C-102 "Yard Piping" Manhole point tables and the respective yard pipe point tables.

Question: Bid Schedule, Bid Item #34 - Aggregates mentions the specification section applicable to this bid item is MAG 343.2. This section is not included in the supplement to MAG provided with the bid documents. MAG specification 343 is in regard to exposed aggregate pavement. Please confirm if the aggregate roadway is to be a concrete roadway with exposed aggregate as detailed in MAG 343.

Response: Refer to crushed aggregate gradation table on C-101. Aggregate roadway is to be procured and constructed in accordance with this table.

Question: Ecc reducer to pump size?

Response: Discharge diameter of the pump utilized for the basis of design is 6". This would need to be a 6" by 10" eccentric increaser. This will need to be confirmed with a submittal for the submersible pumps.

Question: Callout # 7 on Sheet M-101 states, "2" Sewage Air/Vacuum Valve, ARI D-025, Route Vent to Wet Well." Valve Vault #1 also contains this call out. Please confirm if the Air/Vacuum Valve in the first valve vault is to be routed around all of the other structures to the wet well.

Response: Valve vaults closest to the wet well shall have the vents routed to the wet well. The vault furthest away shall not need this.

Question: Specification section 11300 paragraph 1.1 Subpart C states, "Use of American Iron and Steel (AIS) applies to this project." Please confirm if this project must adhere to AIS requirements, as this is not mentioned anywhere else in the current bid documents.

Response: AIS is not required.

Question: Will this project be partially funded via WIFA?

Response: The project will not be funded by WIFA

Question: There is currently no information provided regarding the depths of the yard piping lines or the soil conditions in those locations. Can you please provide profile views of the yard

pipng, or average depths? Is there also a soil report that can be shared that provides information of existing soils in the areas of the yard piping?

Response: Geotechnical report is included in this Addendum. Yard piping elevations are shown on plan sheet C-102

Question: Please confirm that Generator Spec section 16232 is to be used for this project, not Spec section 16622.

Response: Use 16232, manufacturer of generator shall be Caterpillar

Question: Please confirm that Ripple Industries is the pre-approved I&C contractor to build the RTU control panel, provide programming and integration services?

Response: Correct, Ripple is pre-approved by the COP.

Question: Is there a cost allotment given in the contract for Ripple Industries services for this project?

Response: No cost allotment required by contractor. Fabrication testing and programming is included within WWE Scope. Contractor must install RTU Panel, wire and ring out all field devices.

Question: Will the owner allow the contractor to build control panels 601 and 602 in our UL508A listed panel shop, or must these panels be furnished by the pump vendor?

Response: Contractor is able to provide control panels 601 and 602. So long as they meet the design requirements.

Question: Please confirm that two NTP's will be issued for this project. The first for procurement and the second for site build-out.

Response: Correct, there will be two notices to proceed.

Question: Please confirm the owner's willingness to extend the contract completion date as appropriate due to product manufacturing and delivery delays.

Response: Contract extension due to unforeseen delays in procurement of materials and equipment is understandable. COP will extend the contract if necessary.

Question: Panel "A" feeder circuit to generator accessory panel should also include a neutral conductor for 120-volt loads. Please advise.

Response: Provide 3rd #10 AWG neutral conductor

Question: Are diaphragm seals to be used for the pressure indicator and transmitter trees in the valve vaults, as is typical for this application in waste-water type projects?

Response: Yes, provide diaphragms seals prior to all pressure indicators, and transmitters.

Question: What is the approximate mount height for the line-of-site SCADA antenna?

Response: 20 ft

Question: Are submersible type or ultrasonic type level transmitters required for the new wet wells?

Response: Ultrasonic.

Question: Will arc flash and coordination studies be required for this project?

Response: Arc flash

Question: Is 3rd party ground resistance testing required for this project?

Response: 3rd party ground resistance testing shall be required.

Question: Is the contractor responsible for providing a radio-path study for this project?

Response: Performed by Ripple.

Question: Which bid Item is Crack Injection included in and please clarify the quantity.

Response: This item is not a specific bid item. This specification is to only be used in the event that damage to concrete surfaces should happen over the course of construction.

Question: Please provide the dimensions of the existing roll-up door.

Response: 10' by 7'

Question: Sheet G-004 states the rolling gates are 20' side. Sheet G-006 states the rolling gates are 16' wide, please confirm what size the gates are to be.

Response: Provide 16' gates.

Question: Please confirm if all concrete structures including the manholes, and all vaults are to be coated per specification section 09875.

Response: All water bearing structures shall require coatings per this specification unless they are polymer concrete.

Question: Specification section 03410 lists Armorock as the only specified manufacturer for the polymer precast structures. Armorock has notified us that they will not be bidding this project because they are no longer manufacturing square structures, and are only manufacturing round structures at this point. Please provide a list of allowable alternates for this scope.

Response: Olson Precast, Rockhard SCP, USCP

Question: The existing WWTP structure contained water during the site visit. Please provide the estimated depth of the WWTP structure, to accurately calculate the backfill required to fill the existing structure.

Response: 14'

- END -

City of Prescott Public Works Department

Gwen

Rowitsch

Digitally signed by

Gwen Rowitsch

Date: 2024.04.19

13:23:36 -07'00'

Gwen Rowitsch, Public Works Director

Date

Acknowledgement: (must be signed and turned in with the bid documents)

Fann Environmental, LLC

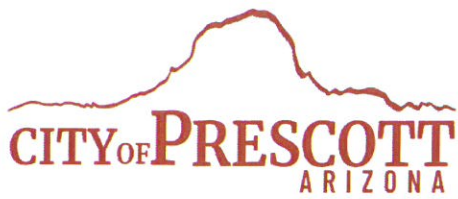
Company Name



Signature of Company Official

May 16, 2024

Date



ADDENDUM NUMBER TWO

FOR THE

YAVAPAI HILLS #1 LIFT STATION REHABILITATION PROJECT

DATE OF ADDENDUM: April 26, 2024

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 10 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

On Page 5 DELIVERY OF SUBMITTALS change:

Sealed bids will be received **before 2:00 PM Thursday May 16, 2024, at the City Clerks Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

Also on Page 5 change:

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:

**Notice of Inviting Bids:
Yavapai Hills #1 Lift Station Rehabilitation
DUE BEFORE 2:00 PM ON MAY 16, 2024**

Also, on Page 5 Requests for Information change:

Requests for information must be received **by 5:00 PM on Tuesday May 7, 2024. Responses or addenda will be issued no later than 12:00 May 13, 2024.**

On Page 13 Proposed Staging Locations change:

Bid Date: May 16, 2024

REMOVE the Construction Drawings, Construction Standard Details, and Technical Specifications and **REPLACE** them with Construction Drawings Addendum 2, Construction Standard Specifications Addendum 2, Technical Details Addendum 2, Technical Memorandum Addendum 2 and Geotech Report Appendix A.

Requests for Information

Question: Sheet C – 101 mentions two areas that are to receive 8' Masonry Block Wall at both site entrance gates. There is no bid item for 8' Masonry Block Wall, should it be assumed that the 8' block wall will be paid under the fabricated steel gate and operator bid item?

Response: Yes, the block wall will be paid as part of the steel gate item.

Question: Can a measurement and payment specification be provided for this project? There are multiple items of work that do not currently have an associated bid item.

Response: Refer to section 102.5.1 and section 109 of the City of Prescott Supplement to MAG uniform Standard Specifications and Details for Public Works Construction.

Question: Specification section 01110 - Summary of Work Paragraph 1.1 Subpart C mentions a contract document listed as "Volume 4 - Technical Memorandum". That document does not currently appear to be included in the initial Invitation to Bid documents. Please provide "Volume 4 - Technical Memorandum".

Response: Technical Memorandum addendum 2 is attached.

Question: "Sheet M-201 calls out detail 15040 for the pipe supports within the lift station. This detail was not provided. Please provide detail 15040."

Response: Standard Details for Construction Addendum 2 is attached.

Question: Sheet M-101, call outs 13 and 14 reference detail 15145. This detail was not provided. Please provide detail 15145.

Response: Standard Details for Construction Addendum 2 is attached.

Question: Are there any specifications or special requirements for instrumentation such as flow meters, pressure indicators, level transmitters, pressure transmitters, and floats?

Response: Technical Memorandum Addendum 2 is attached.

Question: Bid Item for Misc. Shelving – Please Clarify, item is not referenced in the Plans or Specifications.

Response: Misc. Shelving will be called out in the attached revised drawings. Shelves will be aluminum and will abide by specification section 5500.

Question: Specification section 16050 1.9 B. The only corrosive location that is listed is the Chlorination room. This project does not have a Chlorination room. Please confirm the corrosive locations.

Response: The only corrosive environment will be within the wet well, manholes and SS piping. Reference to the chlorination room has been removed.

Question: What is the intent of LCP 601 and LCP 602 if the existing wet well that it serves is going to be demolished?

Response: Existing wet well shall be protected in place. Pumps 601 and 602 are to replace existing pumps within the wet well and act as overflow pumps.

Question: If the vendor supplied LCP 601 and LCP 602 come with a disconnecting means for PMP-601 B and 02 B can the 2 separate disconnects shown on the single line diagram for the pumps be removed from the project?

Response: The proposed change would need to be provided in the form of a submittal for review and approval.

Question: Aggregate Roadway- No depth is specified for the aggregate roadway. Please clarify what depth is required?

Response: Construction Drawings Addendum 2 are attached.

Question: Manhole Details – No details have been provided for the 3 polymer manholes. The only information provided is the rim elevation on sheet C-102, which is not enough information for vendors to price these structures. Please provide a detail showing the bottom of manhole elevations in order to decipher the actual size of the manholes required at the site.

Response: Construction Drawings Addendum 2 are attached.

Question: Please provide the existing flow rates of the site for bypass purposes.

Response: Single pump capacity of existing pumps is 825 gpm 150ft. Provide bypass pumping that matches this performance.

Question: Disconnect Switches- Ates the disconnect switches located outdoors at the wet wells to be rated NEMA 3R or NEMA 4X?

Response: Provide NEMA 4X enclosures.

Question: Exposed Electrical Conduit – Is above ground outdoor electrical conduit to be galvanized rigid steel or PVC coated rigid, including at the wet wells?

Response: Provide PVC coated rigid steel conduit.

Question: Please indicate the required NEMA rating for the VFD panels at the building and local control panels at the wet wells, 4X or 12X?

Response: Provide NEMA 4X Enclosures.

Question: Conduit and Cable Requirements – Please clarify any seal off or air gap requirements for the conduits and cables entering the wet wells.

Response: Provide sealed conduits within 10 ft. of the barrier per NFPA 820, preferred on the outside. Barrier is the interior of the wet well.

Question: Please clarify the location of Item 25 15812 SP 4" FRP Duct, 200 LF, not shown of Plans.

Response: FRP ducts/yard piping shall be utilized for the passive odor control system and the vent piping of the structures. This shall be further clarified within Construction Drawings Addendum 2, attached.

- END -

City of Prescott Public Works Department

Randy Perham

04/29/2024

Gwen Rowitsch, Public Works Director
Randy Perham, City Engineer, on behalf of

Date

Acknowledgement: (must be signed and turned in with the bid documents)

Fann Environmental, LLC

Company Name

[Signature]
Signature of Company Official

May 16, 2024

Date

ADDENDUM NUMBER THREE

FOR THE

YAVAPAI HILLS #1 LIFT STATION REHABILITATION PROJECT

DATE OF ADDENDUM: May 13, 2024

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 10 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

On Page 5 DELIVERY OF SUBMITTALS change:

Sealed bids will be received before 2:00p.m. Thursday, May 16, 2024, at the City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301. **All submittals will be publicly opened at 2:10p.m. at the Public Works Office, 433 N Virginia Street, Prescott, AZ 86301.**

REMOVE the Bidding Schedule in its entirety and **REPLACE** it with the **REVISED BIDDING SCHEDULE** dated May 13, 2024 (attached).

REMOVE the Construction Drawings Volume 1 of 4 for Construction Addendum 2 in its entirety and **REPLACE** it with **CONSTRUCTION DRAWINGS VOLUME 1 OF 4 FOR CONSTRUCTION ADDENDUM 3.** (Attached).

REMOVE Standard Details For Construction Addendum 2 Volume 3 of 4 in its entirety and **REPLACE** it with **STANDARD DETAILS FOR CONSTRUCTION ADDENDUM 3 VOLUME 3 of 4.** (attached).

Requests for Information

Question: The Addendum 2 set of plans have only one reference to FRP. Sheet G-002. Vent is referenced on sheet M-101 as 4"CPVC Note 13 and 14. Where are the 200 LF on the latest set of plans?

Response: Both the FA and V piping shall abide by keynotes 13 and 14 on M-101, provide these as CPVC. The 200 LF noted within the bid schedule shall be removed. All FA and V piping shall be CPVC. The cost of the FA and V piping shall be included in the cost of the structure.

Question: Yavapai Hills Lift Station Revised Plans Page 5 of 31 indicates Manhole 3 used as an effluent bypass to the existing splitter vault. There is an existing manhole in Manhole 3's position. To place Manhole 3 crews must bypass the existing manhole in Manhole 3's location through the adjacent upstream manhole. Followed by demolition of the manhole in Manhole 3's location and placement of Manhole 3. Please advise.

Response: The lift station is an end of line facility. As such the facility must be operational 24/7. How the bypass is ultimately done is a means and methods concern. Whether the bypassing is done pumped, or gravity is at the discretion of the contractor. Pumped bypassing shall be done in accordance with COP Supplement to MAG section 200.2.

Question: On sheet G-006 there is a detail called out we cannot find labeled: 2050, please provide detail sheet.

Response: Detail 2050 has been included within the standard details book.

Question: On page C- 101 there are gravel designations called out throughout the site. Please provide a detail of what exactly is being asked for by "Gravel".

Response: Refer to detail 2504 provided within the standard details book.

Question: The shade canopy shown on C- 101 and E- 102 looks about 26' X 8' in size? Can you provide some details on the height and slope of roof?

Response: Slope shall be 0.03 ft/ft. Height shall be coordinated with the final procurement of electrical equipment to be housed under the canopy. At a minimum provide 2' clearance between the top of the equipment and the shade canopy.

Question: On M-201 there is detail called as: 5400, please provide detail sheet.

Response: Detail 5400 has been included within the standard detail book.

-End-

City of Prescott Public Works Department

Gwen
Rowitsch

Digitally signed by
Gwen Rowitsch
Date: 2024.05.13
11:52:58 -0700'

Gwen Rowitsch, Public Works Director

Date

Acknowledgement: (must be signed and turned in with the bid documents)

Fann Environmental, LLC
Company Name


Signature of Company Official

May 16, 2024
Date

Contract Details

Contract Number	Presenting Department
2025-042	Public Works
Company Name	
Fann Environmental, LLC	
Contact Information	
Phone: 928-778-5335	
Email: mikeyoung@fannenvironmental.com	
Address: 6708 Corsair Ave., Ste. A Prescott, AZ 86301	
Term Details	
150 Calendar days after the starting date that is to be set forth in the Notice to Proceed.	
Dollar Amount	
\$ 4,969,003.75	
Scope of Services	
Construction of the Yavapai Hills #1 Lift Station Rehabilitation Project. Replacement of all major site components, including pumps, control panels, wet wells, valve and backup generator. Will re-purpose the existing wet wells as emergency, overflow capacity, and re-purpose existing building for electrical and control equipment. Install new security fencing and access improvements.	

Contract Details

Contract Number	Presenting Department
2022-014A3	Public Works
Company Name	
Water Works Engineers, Inc.	
Contact Information	
Phone: 480-661-1742	
Email: robb@wwengineers.com	
Address: 7500 N. Dobson Road, Suite 200 Scottsdale, AZ 85256	
Term Details	
To extend the contract term to June 30, 2025 to complete post design services for CIP2105-004 Yavapai Hills #1 Lift Station Rehabilitation.	
Dollar Amount	
\$ 53,317.57	
Scope of Services	
Post design services for the Yavapai Hills #1 Lift Station Rehabilitation Project per the scope of work.	



CONSTRUCTION CONTRACT

**** Project**

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: ** 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 their 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 their 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 ** (**) 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, AZ 86301	**
contracts@prescott-az.gov	**

- 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 _____, 20____

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

INSURANCE REQUIREMENTS

Contractor and 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 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 Contractor, his agents, representatives, employees, or subcontractors. The 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.

**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 fandboperations@prescott-az.gov. The City contract number and project name/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, and 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. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

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 project and warranty period as set forth in warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. 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, broad form, contractual liability and XCU coverage.

- General Aggregate \$ 3,000,000
- Products – Completed Operations Aggregate \$ 3,000,000
- Personal and Advertising Injury \$ 1,000,000
- 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 Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard.”

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 additional insured 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.”

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

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

Professional Liability (Errors and Omissions Liability) – *if applicable*

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

1. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor 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.
2. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

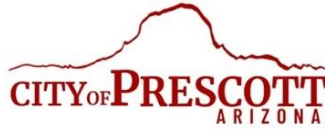
Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) day written notice.

Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than \$1,000,000.00 for one person, and \$1,000,000.00 for more than one person, and property damage in the sum of \$1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).



Contract Amendment No. ** (0)

Name**

Contractor: **

CIP #: **

Contract No: **

Account No(s): **

Date

Purpose of Amendment:

To ***

The following changes shall be made to the Contract Documents:

**

All other terms of the contract remain the same.

Summary of Changes to Contract:

	Contract Amount
Original Contract	\$ -
Net Change this Amendment	\$ -
Amended Contract	\$ -
Original Expiration Date	
Amended Expiration Date	

Accepted by:

Contractor **

Date

Approved by:

Philip R. Goode, Mayor

Date

Attest:

Sarah M. Siep, City Clerk

Date

Approved as to Form:

Joseph D. Young, City Attorney

Date

Copy to: City Clerk

Public Works / Recreation Service / City Manager / Comm Development



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Public Works
ITEM #: 9.D
SUBJECT: Approval of the July 2024 to December 2024 Residential & Non-Residential Water Budgets in Accordance with the Amended 2022 Water Management Policy.

ITEM SUMMARY

The Amended 2022 Water Management Policy, Guideline 11, requires that the City Council set water budgets for both Residential and Non-Residential development at the last meeting in June and December of each year. On June 4, 2024, the Water Issues Subcommittee (WIS) met and made recommendations for the residential and non-residential water budgets for July 1, 2024, through December 31, 2024. This memo provides background information and the recommendation from WIS for discussion and approval by the Council as a whole.

BACKGROUND

The City Council adopted the Amended 2022 Water Management Policy on March 26, 2024. Per Water Management Policy Guideline 11:

The Council shall set the Water Budget semi-annually at its last meeting in June and December of each year. Un-allocated 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.

The remaining water from the previous 6-month period of January 1, 2024, through June 30, 2024, residential and non-residential water budgets are summarized below:

Residential Budget Remaining (January - June 2024)	Non-Residential Budget Remaining (January-June 2024)
15.03* Acre-feet per year	13.95 Acre-feet per year

** Assumes the approval of 8.61 Acre-feet per year for WSA23-054 (Senator Cottages) at the June 25, 2024, Voting Meeting*

This item was heard before the Water Issues Subcommittee at the June 4, 2024, meeting. The Subcommittee voted unanimously to recommend setting the water budgets for July 1, 2024, to December 31, 2024, as such:

- **Residential water budget at 50 Acre-feet per year, with no roll-over from the previous period**
- **Non-residential water budget at 25 Acre-feet per year, with no roll-over from the previous period**

FINANCIAL IMPACT

None at this time.

RECOMMENDED ACTION

1) MOVE to set the residential water budget for July 1, 2024, through December 31, 2024, at 50 acre-feet per year, without rollover from previous period; and 2) MOVE to set the non-residential water budget for July 1, 2024, through December 31, 2024, at 25 acre-feet per year, without rollover from previous period.

ATTACHMENTS

None



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Public Works
ITEM #: 9.E
SUBJECT: Approval of City Contract No. 2024-121A1, an Amendment to City Contract 2024-121 with Danson Construction, LLC, for Guaranteed Maximum Price (GMP) #1 to Construct Phase II of the Streets Division Administration Building in an Amount Not to Exceed \$958,970.87. Funding is Budgeted & Available in the Streets Fund.

ITEM SUMMARY

This item is to approve City Contract No. 2024-121A1, an Amendment to City Contract No. 2024-121 with Danson Construction, LLC, for the Streets Division Administration Building, Phase 2, in an amount not to exceed \$958,970.87. The location of the project is shown on the attached vicinity map.

BACKGROUND

As the old Wastewater Treatment Plant (WWTP) at 1500 Sundog Ranch Road is centralized to the Airport Water Reclamation Facility, portions of the old site will be decommissioned. The Streets Maintenance Division will incrementally relocate their operations to vacated portions of the old treatment plant.

The City acquired the steel building components of a 125' X 125' building shell, pursuant to the settlement agreement approved by this Council on September 27, 2022. The building components are stored at the old wastewater treatment plant on Sundog Ranch Road, and at other City-owned facilities. This project includes retrofitting the building components to suit the needs of the Streets Division now, and for the future. Specifically, this building will facilitate cover for the division's most expensive and fragile equipment that is otherwise exposed to the elements as well as damage from rodents and pests that reduces the life cycle of the equipment and/or causes significant damage and related costs. A portion of the building is dedicated to storage of vital city records and there will be office and meeting space for the crews.

On January 9, 2024, City Council approved the Design/Build contract to Danson Construction, LLC for engineering design services with the understanding that a contract amendment would be issued for site work in advance of building construction once design of the site work was completed. A comprehensive set of plans and specifications has been completed for the site work.

Approval of this amendment will facilitate extensive site improvements to include extending water service to the future building, and sewer improvements to include a forcemain, a sand/oil separator, and a sewer pump station. The work also includes drainage improvements. An important component of the work is to over-excavate the site and remove and properly dispose of existing materials that are unsuitable for construction and import materials that are suitable for structural construction, as identified in the soils investigation report. The work includes constructing the building pad for the future building.

Once Phase 2 is completed, a detailed design sufficient to provide a Guaranteed Maximum Price (GMP) proposal for Phase 3 will be negotiated and presented to the Council. Phase 3 will include

the construction of the structure and exterior site work.

Project Schedule

Amendment of Phase 1 Contract	June 25, 2024
Notice to Proceed (NTP)	Week of July 8, 2024
Phase 2 Construction Completion	November 18, 2024

This project supports the Council's Strategic Goal of good governance through a community-focused and performance-driven organization.

FINANCIAL IMPACT

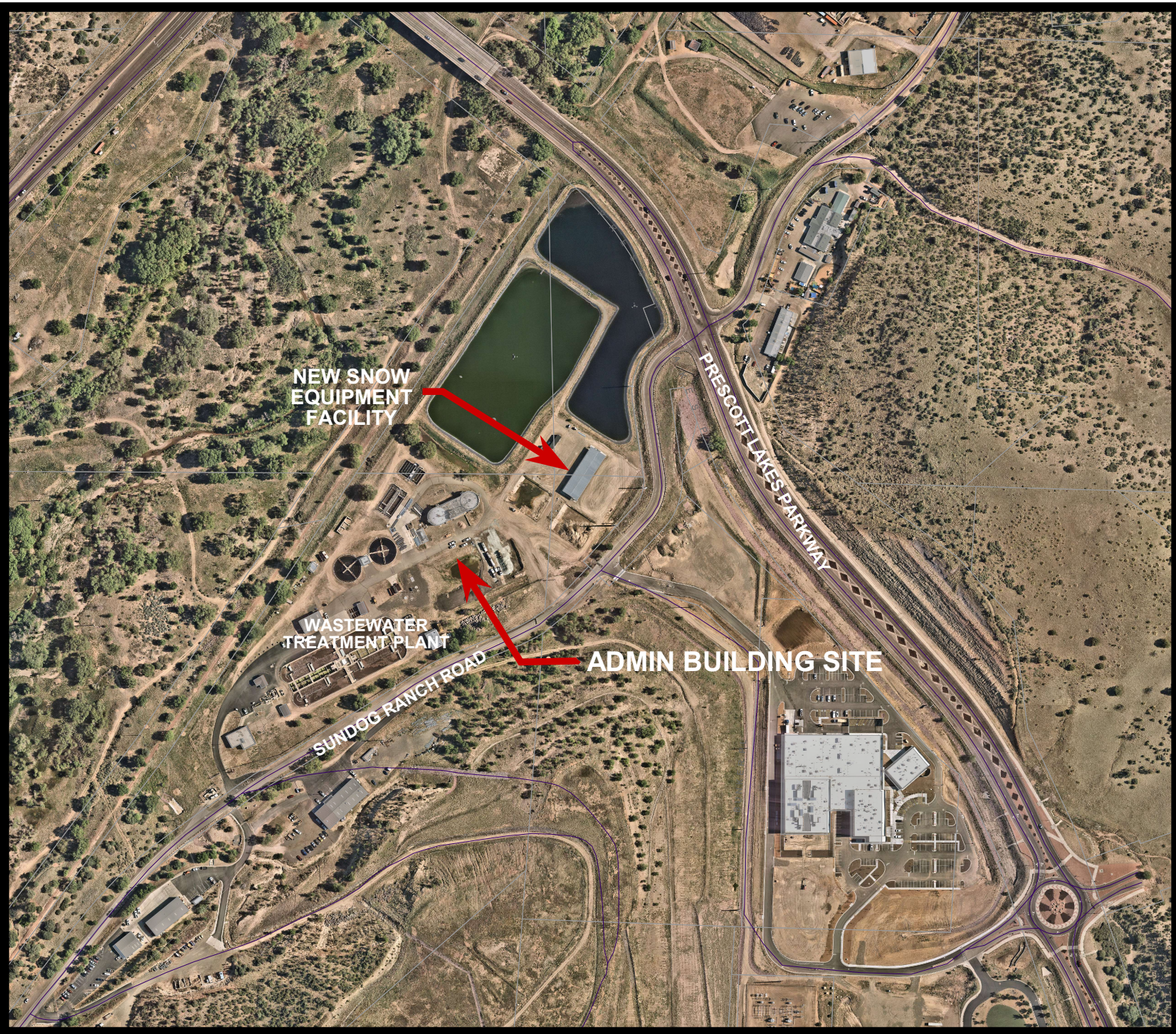
Funding for this contract is budgeted in FY25 from the Streets Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-121A1

ATTACHMENTS

1. Vicinity Map
2. Prescott Streets Admin - GMP #1 - Danson Proposal
3. Amendment_Over 50K_Rev051424
4. 2024-121A1-Contract Cover Sheet for Council



STREETS DIVISION
ADMINISTRATION
BUILDING SITE
VICINITY MAP

This map is a product of
The City of Prescott



May 28, 2024

George Henderson
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

RE: Prescott Streets Department Administrative Building – GMP #1 Site Work
COP Project No.: CIP2306-002

Dear Mr. Henderson:

Danson Construction is pleased to offer you and the City of Prescott our Guaranteed Maximum Price #1 Proposal for the initial site and wet utility work for the Prescott Streets Department Administrative Building. This proposal includes costs associated with the 100% civil plans by Kimley-Horn & Associates, Inc. dated 05/17/2024. Our proposed GMP #1 for this portion of the project is a total value of **\$958,970.87**.

This pricing includes the following allowances that will be used at the City's discretion with all unused funds reverting back to the City:

- Contractor Contingency (4.5%): **\$43,153.69**
- Owner Contingency (4.5%): **\$45,153.69**
- Dewatering of the Site: **\$4,600.00**
- Haul Undesirable Dirt to Gray Wolf: **\$103,181.40**

Please refer to the cost breakdown on the COP form attached herewith.

Please let me or Everett Sharp know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brent Fontana', is written over a horizontal line.

Brent Fontana
Vice President of Preconstruction

GMP No. 1 Site Work - Unit Price Breakdown

Streets Division Administration Building						
CIP 2306-002						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
General Construction Items						
1		Construction Stakes, Lines and Grades	1	LS	\$10,000.00	\$10,000.00
2		Mobilization	1	LS	\$28,000.00	\$28,000.00
3		SWPPP	1	LS	\$7,050.00	\$7,050.00
4		General Conditions	1	LS	\$168,622.00	\$168,622.00
5		Contractor Contingency (ALLOWANCE. FUNDS WILL REVERT BACK TO CITY OF PRESCOTT IF NOT NEEDED/USED)	1	ALL	\$43,153.69	\$43,153.69
6		Owner Contingency (ALLOWANCE. FUNDS WILL REVERT BACK TO CITY OF PRESCOTT IF NOT NEEDED/USED)	1	ALL	\$43,153.69	\$43,153.69
7		Bond, Insurance, etc.	1	LS	\$18,574.09	\$18,574.09
8		Contractor Fee	1	LS	\$57,538.25	\$57,538.25
9		Sales Tax	1	LS	\$49,368.66	\$49,368.66
10		Pre-Engineered Metal Building (Cost For Design & Existing Building Audit)	1	LS	\$6,250.00	\$6,250.00
General Construction Items Subtotal					\$431,710.38	
Site Improvements						
11		Import Non-Expansive Crushed Concrete from COP Stockpile	6195	TN	\$4.00	\$24,780.00
12		Earthwork (Cuts/Fills Building Pad)	7220	CY	\$8.38	\$60,503.60
13		Remove and Reposition Boulders	1	LS	\$16,440.00	\$16,440.00
14		Demo Trees	4	EA	\$750.00	\$3,000.00
15		Demo and Replace Chainlink Fence	371	LF	\$35.00	\$12,985.00
16		Saw Cut Pavement	153	LF	\$3.75	\$573.75
17		Remove Asphalt Pavement	7677	SF	\$1.02	\$7,830.54
18		Remove Gravel Road	11900	SF	\$0.42	\$4,998.00
19		Dewatering (ALLOWANCE. FUNDS WILL REVERT BACK TO CITY OF PRESCOTT IF NOT NEEDED/USED)	1	LS	\$4,600.00	\$4,600.00
20		Haul Non-toxic undesirable dirt to Gray Wolf (ALLOWANCE. FUNDS WILL REVERT BACK TO CITY OF PRESCOTT IF NOT NEEDED/USED)	1260	TN	\$81.89	\$103,181.40
						\$0.00
Roadway Improvements Subtotal					\$238,892.29	
Drainage Improvements						
21		18" HDPE Storm Drainage Pipe	415	LF	\$86.00	\$35,690.00
22		18" HDPE Flared Ends	4	EA	\$550.00	\$2,200.00
23		Detention Basin Inlet Structure MAG Std. Dtl. 504	1	EA	\$7,650.00	\$7,650.00
24		4" Perforated HDPE Pipe	46	LF	\$39.50	\$1,817.00
25		1" Washed Gravel & Filter Fabric	1	LS	\$980.00	\$980.00
26		Rip Rap, D50=6"	104	SF	\$8.00	\$832.00
						\$0.00
Drainage Improvements Subtotal					\$49,169.00	
Water Improvements						
27		8" DIP Water Line Per MAG Spec 610 w/ Tracer Wire Per Quad City Std. Dtl. 319Q-1	312	LF	\$147.00	\$45,864.00
28		8" Horizontal Bends	4	EA	\$875.00	\$3,500.00
29		1-1/2" Copper Domestic Water Service	80	EA	\$65.00	\$5,200.00

GMP No. 1 Site Work - Unit Price Breakdown

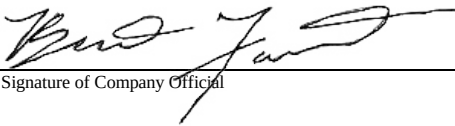
Streets Division Administration Building						
CIP 2306-002						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
30		1-1/2" Water Meter and Box Per COP Std. Dtl. 316P	1	EA	\$5,500.00	\$5,500.00
31		Fire Hydrant & Gate Valve Per COP Std. Dtl. 316	1	EA	\$8,000.00	\$8,000.00
32		1-1/2" Backflow Preventor Assembly Per Quad City Std. Detail with Heated Enclosure	1	EA	\$4,750.00	\$4,750.00
33		Blind Flange on Tee	1	EA	\$1,150.00	\$1,150.00
34		Connect to Existing Water Main	1	EA	\$1,100.00	\$1,100.00
35		8" x 6" Tee	1	EA	\$1,250.00	\$1,250.00
36		6" DIP Fire Line Per MAG Spec 610	74	LF	\$196.80	\$14,563.20
37		6" Backflow Preventor Assembly For Fire Line	1	EA	\$17,557.00	\$17,557.00
						\$0.00
Water Improvements Subtotal					\$108,434.20	
Sewer Improvements						
38		4" SDR 35 PVC Sewer Line	151	LF	\$68.00	\$10,268.00
39		4" Bend Angles	2	EA	\$30.00	\$60.00
40		4" WYE	1	EA	\$68.00	\$68.00
41		2" Fused HDPE Force Main	58	LF	\$89.50	\$5,191.00
42		Sewer Grinder / Lift Station (Jensen 248 S Series Simplex Package System)	1	EA	\$47,275.00	\$47,275.00
43		Sand/Oil Separator (Highland Tank 350 Gallon Double-Basin)	1	EA	\$66,500.00	\$66,500.00
44		Connect to Existing Sewer Main with Romac CB Sewer Saddle	1	EA	\$1,380.00	\$1,380.00
45		Temporary Cap for Future Building Connection	1	EA	\$23.00	\$23.00
						\$0.00
Sewer Improvements Subtotal					\$130,765.00	
Total Bid Amount			\$958,970.87			

TOTAL BID AMOUNT:

Nine Hundred Fifty Eight Nine Hundred Seventy & 87/100
(In Written Words)

Dollars

Danson Construction, LLC
Company Name

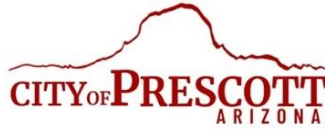


Signature of Company Official

5/28/2024

Date Signed

Brent Fontana, Vice President of Preconstruction
Title



Contract Amendment No. ** (0)

Name**

Contractor: **

CIP #: **

Contract No: **

Account No(s): **

Date

Purpose of Amendment:

To ***

The following changes shall be made to the Contract Documents:

**

All other terms of the contract remain the same.

Summary of Changes to Contract:

	Contract Amount
Original Contract	\$ -
Net Change this Amendment	\$ -
Amended Contract	\$ -
Original Expiration Date	
Amended Expiration Date	

Accepted by:

Contractor **

Date

Approved by:

Philip R. Goode, Mayor

Date

Attest:

Sarah M. Siep, City Clerk

Date

Approved as to Form:

Joseph D. Young, City Attorney

Date

Copy to: City Clerk

Public Works / Recreation Service / City Manager / Comm Development

Contract Details

Contract Number	Presenting Department
2024-121 A1	Public Works
Company Name	
Danson Construction	
Contact Information	
Phone:	
Email: bfontana@dansonbldg.com	
Address: 2624 W. Lone Cactus Drive Phoenix, AZ 85027	
Term Details	
133 Calendar days to complete project.	
Dollar Amount	
\$ 958,970.87	
Scope of Services	
Phase 2 of the Streets Division Administration Building - site improvements, including extending water service to the future building, sewer improvements to include a force main, a sand/oil separator, and a sewer pump station. Also includes drainage improvements and construction of the building pad.	



TO: MAYOR AND CITY COUNCIL
AGENDA: June 25 Voting Meeting
DATE: June 25, 2024
DEPT: Finance
ITEM #: 9.F
SUBJECT: Public Hearing for the FY2025 Budget, Expenditure Limitation, and Tax Levy; and At a Special Meeting, Adoption of Resolution No. 2024-1888 Approving the Final FY2025 Budget, Expenditure Limitation, Approved Expenditure List, and Adopting the City Authorized Position Roster.

1) Recommended Action: MOVE to close the public hearing

Mayor Goode will recess the Regular Meeting at the conclusion of the Public Hearing and Convene a Special Meeting per A.R.S. 42-17105 to Determine and Adopt Estimates of Proposed Expenditures for the Purposes Stated in the Published Proposal.

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 COUNCIL OF THE CITY OF PRESCOTT, ARIZONA WILL HOLD A SPECIAL MEETING OPEN TO THE PUBLIC.

- A. CALL TO ORDER
- B. ROLL CALL
- C. BUSINESS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DETERMINING AND ADOPTING FINAL ESTIMATES OF PROPOSED EXPENDITURES FOR FISCAL YEAR 2025, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, AND APPROVING AND UPDATING THE AUTHORIZED POSITION ROSTER FOR THE CITY OF PRESCOTT

Recommended Action: MOVE to adopt Resolution No. 2024-1888

- D. ADJOURNMENT OF SPECIAL MEETING
- E. REGULAR VOTING MEETING RECONVENED

ITEM SUMMARY

This item is the public hearing and consideration of the FY25 final budget and related items at the regular meeting and special meeting.

BACKGROUND

The budget remains the same as presented during the budget workshops and tentative budget. The Authorized Position Roster for Fiscal Year 2025 has a total of 576 Full Time Equivalents (FTEs), up by 11 FTEs from Fiscal Year 2024. The Approved Expenditure List (AEL) is a list of various budgeted projects, initiatives, activities that Council approves during the budget process to allow the City Staff to move forward following the procurement code without coming back for Council approval during the fiscal year. City Council reviewed the AEL in detail during the budget workshops. Since the workshops, there has been a few changes on the AEL as follows: 1)

Finance Department: New Budget and Performance Management Software first year amount updated to \$120,000 from \$60,000 due to quotes received and one-time implementation costs in the first year. 2) Information Technology - new ongoing item Network Infrastructure as a Service (IAAS) \$295,000 annually and a 10-year contract. 3) Fleet - new item \$300,000 Tires and Tubes. 4) Police Department - AXON Tasers, Cameras, Fleet Equipment (5-yr Contract) increased by \$10,787 in FY25 and updated the total contract amount based on quotes received.

The remaining steps in the Fiscal Year 2025 Budget process are as follows:

Today

At the regular Council meeting

Public hearing for:

Final Budget

Expenditure Limitation

Property Tax Levy

At a Special Council Meeting

Adoption of the Final FY25 Budget which:

Sets the Final Budget for FY25

Establishes the Expenditure Limitation for FY25

Adopts the Approved Expenditure List for FY25

Approves the City Authorized Position Roster

July 9th

Adoption of FY25 Property Tax Levy

FINANCIAL IMPACT

This is the FY25 final budget.

RECOMMENDED ACTION

As noted above

ATTACHMENTS

1. Resolution 2024-1888 FY25 Final Budget
2. Resolution 2024-1888 Exhibit A FY25 Legal Budget Forms
3. Resolution 2024-1888 Exhibit B FY25 Authorized Expenditure List
4. Resolution 2024-1888 Exhibit C Personnel Roster

RESOLUTION NO. 2024-1888

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DETERMINING AND ADOPTING FINAL ESTIMATES OF PROPOSED EXPENDITURES FOR FISCAL YEAR 2025, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, APPROVING THE AUTHORIZED EXPENDITURE LIST FOR FISCAL YEAR 2025, AND APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT.

RECITALS:

WHEREAS, in accordance with the Provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the City Council did, on June 11, 2024, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Prescott; and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Council met on June 25, 2024, at which meetings any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses, establishing the expenditure limitation, or tax levy; and

WHEREAS, the City Council approved the Approved Expenditure List (AEL) as provided by the Prescott City Code 1-27-3 and included in the accompanying exhibit; and

WHEREAS, the City Job Roster is included in the accompanying exhibit and the Council wishes to update its job roster and approve the job roster as provided by the Prescott City Charter; and

WHEREAS, publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 9, 2024, in Prescott City Council Chambers at 201 North Montezuma Street, Prescott, Arizona, for the purpose of making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S §42-17051(A).

ENACTMENTS:

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

SECTION 1. THAT, the said estimates of revenue and expenditures shown on

the accompanying exhibit A as now increased, reduced or changed are hereby adopted as the budget of the City of Prescott for the Fiscal Year 2025.

SECTION 2. THAT, all sums contained in said estimated expenditures shall be considered as specific appropriation and authority for the expenditure thereof, as provided for and in said budget, the laws of the United States, the State of Arizona, and the Charter and Code of the City of Prescott.

SECTION 3. THAT, the expenditure limitation for the City of Prescott for Fiscal Year 2025 be established at \$278,613,343.

SECTION 4. THAT, the Approved Expenditure List (AEL) included in the accompanying exhibit B is approved as outlined in Prescott City Code 1-27-3.

SECTION 5. THAT, the Roster of Jobs shown in the attached accompanying exhibit C be adopted and approved by the City of Prescott and in accordance with Article IV of the Prescott City Charter.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 25th day of June, 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. SIEP, City Clerk

JOSEPH YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2024-1888 is a true, correct and accurate copy of Resolution No. 2024-1888, 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

Official Budget Forms
City of Prescott, Arizona
Fiscal year 2025

City of Prescott, Arizona

Table of Contents

Fiscal year 2025

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

City of Prescott, Arizona
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2025

Fiscal year		S c h		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2024	Adopted/adjusted budgeted expenditures/expenses*	E	1	68,071,024	57,241,929	0	341,342	0	122,393,336	10,087,928	258,135,559
2024	Actual expenditures/expenses**	E	2	48,001,860	41,834,085	0	338,476	0	100,506,756	9,187,896	199,869,073
2025	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	47,955,882	29,399,852	0	5,701,529	0	27,973,007	4,172,112	115,202,382
2025	Primary property tax levy	B	4	2,267,210							2,267,210
2025	Secondary property tax levy	B	5								0
2025	Estimated revenues other than property taxes	C	6	54,039,144	41,333,253	0	703,500	0	75,974,381	8,687,515	180,737,793
2025	Other financing sources	D	7	25,141,724	0	0	0	0	31,075,000	0	56,216,724
2025	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2025	Interfund transfers in	D	9	1,841,999	876,081	0	0	0	8,768,751	0	11,486,831
2025	Interfund Transfers (out)	D	10	(9,241,586)	(839,646)	0	0	0	(1,405,599)	0	(11,486,831)
2025	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for long-term obligations			3,500,000				6,928,091		10,428,091	
	Maintained for future capital projects			2,787,288	16,104,844		6,307,437		3,377,922	28,577,491	
	Maintained for future financial stability			11,278,271	3,595,113			5,560,867		20,434,251	
	Maintained for internal loans			16,370,933					16,370,933		
										0	
2025	Total financial resources available		12	88,067,881	51,069,583	0	97,592	0	129,896,582	9,481,705	278,613,343
2025	Budgeted expenditures/expenses	E	13	88,067,881	51,069,583	0	97,592	0	129,896,582	9,481,705	278,613,343

Expenditure limitation comparison

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation or voter-approved alternative expenditure limitation

2024	2025
\$ 258,135,559	\$ 278,613,343
258,135,559	278,613,343
\$ 258,135,559	\$ 278,613,343
\$ 258,135,559	\$ 278,613,343

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City of Prescott, Arizona
Tax levy and tax rate information
Fiscal year 2025

	<u>2024</u>	<u>2025</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>2,227,185</u>	\$ <u>2,312,124</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>2,227,185</u>	\$ <u>2,267,210</u>
Property tax judgment	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment	_____	_____
C. Total property tax levy amounts	\$ <u>2,227,185</u>	\$ <u>2,267,210</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>2,224,237</u>	
(2) Prior years' levies	<u>15,738</u>	
(3) Total primary property taxes	\$ <u>2,239,975</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	<u>28</u>	
(3) Total secondary property taxes	\$ <u>28</u>	
C. Total property taxes collected	\$ <u>2,240,003</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.2520</u>	<u>0.2423</u>
Property tax judgment	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment	_____	_____
(3) Total city/town tax rate	<u>0.2520</u>	<u>0.2423</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was not operating any special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Prescott, Arizona
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
General Fund			
Local Taxes			
Privilege and Use Tax	\$ 22,740,000	\$ 25,450,000	\$ 23,500,000
Franchise Taxes	1,715,000	1,781,000	1,795,000
Intergovernmental			
State	19,609,218	19,609,218	17,486,300
County	4,539,043	4,539,044	4,354,998
Licenses and Permits	1,035,900	1,037,145	139,100
Charges for Services			
Charges for Services	2,367,220	2,921,029	3,234,500
Local Jurisdictions	2,736,304	2,453,832	2,789,416
Fines and Forfeits	272,100	266,376	289,300
Interest Earned	1,500	1,330,500	350,500
Miscellaneous	90,033	56,315	100,030
Total General Fund	\$ 55,106,318	\$ 59,444,459	\$ 54,039,144
Special Revenue Funds			
Streets Fund			
Streets Privilege and Use Tax	\$ 22,740,000	\$ 25,450,000	\$ 23,500,000
Intergovernmental - State (HURF)	4,859,415	4,859,415	4,868,238
Intergovernmental - County	600,000	1,345,000	600,000
Charges for Services	375,000	340,000	360,000
Licenses and Permits	100,000	100,000	85,000
Interest Earned		650,000	
Miscellaneous	50,000	51,050	50,000
	\$ 28,724,415	\$ 32,795,465	\$ 29,463,238
PSPRS			
PSPRS Privilege and Use Tax	\$	\$ 72,200	\$
Total PSPRS Dedicated Tax Fund	\$ 0	\$ 72,200	\$ 0
Transient Occupancy Tax			
Transient Occupancy Tax	\$ 1,500,000	\$ 1,580,000	\$ 1,500,000
Total Transient Occupancy Tax Fund	\$ 1,500,000	\$ 1,580,000	\$ 1,500,000
Grant Funds			
Intergovernmental - Grants	\$ 13,622,166	\$ 9,187,534	\$ 9,602,625
Charges for Services	52,000	32,491	66,150
Fines and Forfeitures	25,000	25,000	30,000
Miscellaneous Grants	3,174,072	299,447	536,940
Total Grant Funds	\$ 16,873,238	\$ 9,544,472	\$ 10,235,715
Acker Trust			
Interest Earned	\$ 14,500	\$ 14,500	\$ 14,500
Total Acker Trust	\$ 14,500	\$ 14,500	\$ 14,500
Miscellaneous Trust Funds			
Gifts and Donations	\$ 115,500	\$ 189,281	\$ 119,800
Interest Earned			
Total Miscellaneous Trust Funds	\$ 115,500	\$ 189,281	\$ 119,800
Total Special Revenue Funds	\$ 47,227,653	\$ 44,195,918	\$ 41,333,253

City of Prescott, Arizona
Revenues other than property taxes
Fiscal Year 2025

Source of revenues	Estimated revenues 2024	Actual revenues* 2024	Estimated revenues 2025
Capital Projects Funds			
Impact Fees			
Charges for Services	\$ 979,000	\$ 680,000	\$ 680,000
Interest Earned		98,000	23,500
Total Impact Fee Funds	\$ 979,000	\$ 778,000	\$ 703,500
Total Capital Projects Funds	\$ 979,000	\$ 778,000	\$ 703,500
Enterprise Funds			
Water			
Charges for Services	\$ 20,295,000	\$ 21,316,300	\$ 21,900,000
Intergovernmental - Grants	600,000	40,600	1,550,000
Impact Fees	2,300,000	1,640,000	1,640,000
Fines and Forfeitures	3,500	3,500	3,500
Interest Earned	100	650,100	
Miscellaneous	13,000	11,000	9,000
Total Water Fund	\$ 23,211,600	\$ 23,661,500	\$ 25,102,500
Wastewater			
Charges for Services	\$ 15,662,000	\$ 16,765,300	\$ 18,855,000
Impact Fees	1,200,000	650,000	750,000
Interest Earned		300,000	
Total Wastewater Fund	\$ 16,862,000	\$ 17,715,300	\$ 19,605,000
Solid Waste			
Charges for Services	\$ 13,386,000	\$ 12,987,000	\$ 13,823,000
Intergovernmental		2,520	2,520
Licenses and Permits	800	500	800
Interest Earned		40,000	
Miscellaneous	1,350	6,849	1,350
Total Solid Waste Fund	\$ 13,388,150	\$ 13,036,869	\$ 13,827,670
Golf Course			
Charges for Services	\$ 4,087,155	\$ 4,466,092	\$ 4,682,287
Miscellaneous	54,050	10,000	10,000
Total Golf Course Fund	\$ 4,141,205	\$ 4,476,092	\$ 4,692,287
Airport			
Airport Privilege and Use Tax	\$ 12,750	\$ 10,000	\$ 10,000
Intergovernmental - Grants	10,419,947	6,631,470	10,003,869
Charges for Services	2,678,840	2,638,210	2,702,719
Licenses and Permits	1,200	1,200	1,200
Fines and Forfeitures		500	1,000
Miscellaneous	28,136	21,859	28,136
Total Airport Fund	\$ 13,140,873	\$ 9,303,239	\$ 12,746,924
Total Enterprise Funds	\$ 70,743,828	\$ 68,193,000	\$ 75,974,381
Internal Service Funds			
Fleet Maintenance	\$ 2,800,000	\$ 3,180,000	\$ 3,170,000
Risk Management	1,095,000	1,244,633	1,200,000
Engineering	1,500,000	1,339,391	2,000,000
Facilities Maintenance	2,177,885	2,177,885	2,317,515
Total Internal Service Funds	\$ 7,572,885	\$ 7,941,909	\$ 8,687,515
Total All Funds	\$ 181,629,684	\$ 180,553,286	\$ 180,737,793

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Prescott, Arizona
Other financing sources/(uses) and interfund transfers
Fiscal year 2025

Fund	Other financing 2025		Interfund transfers 2025	
	Sources	(Uses)	In	(Out)
General Fund				
General Fund	\$ 25,141,724	\$	\$ 1,841,999	\$ (9,241,586)
Total General Fund	\$ 25,141,724	\$ 0	\$ 1,841,999	\$ (9,241,586)
Special Revenue Funds				
Streets Fund	\$	\$	\$	\$ (668,370)
Transient Occupancy Tax				(171,276)
Grants Fund			876,081	
Total Special Revenue Funds	\$ 0	\$ 0	\$ 876,081	\$ (839,646)
Enterprise Funds				
Water Fund	\$ 13,750,000	\$	\$	\$ (702,800)
Wastewater Fund	13,525,000			(527,099)
Solid Waste Fund	3,800,000		64,702	(175,700)
Golf Course Fund			747,794	
Airport Fund			7,956,255	
Total Enterprise Funds	\$ 31,075,000	\$ 0	\$ 8,768,751	\$ (1,405,599)
Total All Funds	\$ 56,216,724	\$ 0	\$ 11,486,831	\$ (11,486,831)

City of Prescott, Arizona
Expenditures/expenses by fund
Fiscal year 2025

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
General Fund				
City Council	\$ 72,963	\$	\$ 72,324	\$ 96,229
City Clerk	163,675		162,917	177,817
City Court	777,110		757,033	794,657
City Manager	562,810	188,000	733,263	602,811
Legal	354,185	30,000	372,773	423,865
Budget & Finance	477,355	75,000	540,587	566,360
Community Development	2,256,295		2,107,831	2,449,422
Recreation Services	11,957,403		8,190,691	11,241,728
Library	2,943,151		2,866,394	3,154,351
Police Department	18,857,278	(200,000)	16,552,121	19,260,734
Fire Department	18,366,098		13,437,303	19,667,641
Regional Communications	2,299,508		1,999,904	2,316,402
Non-Departmental	14,365,193	(5,475,000)	208,719	27,315,864
Total General Fund	\$ 73,453,024	\$ (5,382,000)	\$ 48,001,860	\$ 88,067,881
Special Revenue Funds				
Streets				
Public Works	\$ 33,502,222	\$ (60,000)	\$ 26,828,321	\$ 37,067,034
Recreation Services	589,175		448,666	586,462
Total Streets Fund	\$ 34,091,397	\$ (60,000)	\$ 27,276,987	\$ 37,653,496
Transient Occupancy Tax				
City Manager	\$ 1,211,991	\$ 30,000	\$ 1,239,106	\$ 1,595,040
Recreation Services	100,000	150,000	250,000	50,000
Total Transient Occupancy Tax	\$ 1,311,991	\$ 180,000	\$ 1,489,106	\$ 1,645,040
Grants				
City Court	\$ 47,000	\$	\$ 45,859	\$ 51,100
City Manager	0	400,000	387,488	0
Community Development	800,327		440,161	925,840
Recreation Services	9,000,000		3,070,819	1,635,377
Library	0	4,000	4,000	0
Police Department	1,085,864	200,000	1,236,435	1,775,320
Fire Department	3,197,385		1,569,011	1,320,226
Public Works	466,850		0	1,471,970
Non-Departmental	3,075,000	(8,000)	3,040,500	4,275,000
Total Grants Fund	\$ 17,672,426	\$ 596,000	\$ 9,794,273	\$ 11,454,833
Acker Trust				
Recreation Services	\$ 14,500	\$	\$ 14,500	\$ 14,500
Total Acker Trust	\$ 14,500	\$ 0	\$ 14,500	\$ 14,500
Miscellaneous Trust Funds				
City Manager	\$ 16,842	\$	\$ 11,806	\$ 16,842
Recreation Services	16,173	8,000	22,035	19,089
Library	118,408	(4,000)	43,338	96,008
Police Department	152,942		66,040	153,342
Fire Department	10,505		2,000	13,688
Airport	82,745		80,000	2,745
Total Misc. Trust Funds	\$ 397,615	\$ 4,000	\$ 225,219	\$ 301,714
PSPRS Dedicated Tax				
Non-Departmental	\$ 0	\$ 3,034,000	\$ 3,034,000	\$ 0
Total PSPRS Dedicated Tax	\$ 0	\$ 3,034,000	\$ 3,034,000	\$ 0
Total Special Revenue Funds	\$ 53,487,929	\$ 3,754,000	\$ 41,834,085	\$ 51,069,583

City of Prescott, Arizona
Expenditures/expenses by fund
Fiscal year 2025

Fund/Department	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
Capital Projects Funds				
Impact Fees				
Public Works	\$ 281,342	\$ 60,000	\$ 338,476	\$ 97,592
Total Impact Fee Funds	\$ 281,342	\$ 60,000	\$ 338,476	\$ 97,592
Total Capital Projects Funds	\$ 281,342	\$ 60,000	\$ 338,476	\$ 97,592
Enterprise funds				
Water Fund				
Budget & Finance	\$ 352,935	\$ 8,000	\$ 357,404	\$ 388,482
Public Works	56,714,217		44,669,221	46,025,870
Total Water Fund	\$ 57,067,152	\$ 8,000	\$ 45,026,625	\$ 46,414,352
Wastewater fund				
Public Works	\$ 26,150,764		\$ 18,754,064	\$ 36,792,595
Total Wastewater Fund	\$ 26,150,764	\$ 0	\$ 18,754,064	\$ 36,792,595
Solid Waste Fund				
Public Works	\$ 17,778,498		\$ 15,474,477	\$ 20,541,638
Total Solid Waste Fund	\$ 17,778,498	\$ 0	\$ 15,474,477	\$ 20,541,638
Golf Course Fund				
Recreation Services **	\$ 548,000	\$ (548,000)		\$ 5,440,081
Non-Departmental	4,183,935	1,048,000	5,117,897	
Total Golf Course Fund	\$ 4,731,935	\$ 500,000	\$ 5,117,897	\$ 5,440,081
Airport Fund				
Fire Department	\$ 512,254	\$ 10,000	\$ 520,466	\$ 567,848
Airport	14,784,733	850,000	15,613,227	20,140,069
Total Airport Fund	\$ 15,296,987	\$ 860,000	\$ 16,133,693	\$ 20,707,917
Total Enterprise Funds	\$ 121,025,336	\$ 1,368,000	\$ 100,506,756	\$ 129,896,582
Internal Service Funds				
Fleet Maintenance				
Recreation Services	\$ 3,071,674	\$ 80,000	\$ 3,145,284	\$ 3,172,456
Risk Management				
Legal	\$ 1,184,513	\$ 120,000	\$ 1,299,014	\$ 1,294,118
Engineering				
Public Works	\$ 2,046,621		\$ 2,017,926	\$ 2,043,775
Facilities Maintenance				
Recreation Services	\$ 3,585,120		\$ 2,725,672	\$ 2,971,356
Total Internal Service Funds	\$ 9,887,928	\$ 200,000	\$ 9,187,896	\$ 9,481,705
Total All Funds	\$ 258,135,559	\$ 0	\$ 199,869,073	\$ 278,613,343

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

** Golf Course falls under the Recreation Services Department and is therefore reclassified there for the FY25 Budget.

City of Prescott, Arizona
Expenditures/expenses by department
Fiscal year 2025

Department/Fund	Adopted budgeted expenditures/ expenses 2024	Expenditure/ expense adjustments approved 2024	Actual expenditures/ expenses* 2024	Budgeted expenditures/ expenses 2025
Airport				
Airport Fund	\$ 14,784,733	\$ 850,000	\$ 15,613,227	\$ 20,140,069
Miscellaneous Trust Funds	82,745		80,000	2,745
Airport Total	\$ 14,867,478	\$ 850,000	\$ 15,693,227	\$ 20,142,814
Budget & Finance				
General Fund	\$ 477,355	\$ 75,000	\$ 540,587	\$ 566,360
Water Fund	352,935	8,000	357,404	388,482
Budget & Finance Total	\$ 830,290	\$ 83,000	\$ 897,991	\$ 954,842
City Clerk				
General Fund	\$ 163,675		\$ 162,917	\$ 177,817
City Clerk Total	\$ 163,675	\$ 0	\$ 162,917	\$ 177,817
City Council				
General Fund	\$ 72,963		\$ 72,324	\$ 96,229
City Council Total	\$ 72,963	\$ 0	\$ 72,324	\$ 96,229
City Court				
General Fund	\$ 777,110		\$ 757,033	\$ 794,657
Grants Fund	47,000		45,859	51,100
City Court Total	\$ 824,110	\$ 0	\$ 802,892	\$ 845,757
City Manager				
General Fund	\$ 562,810	\$ 188,000	\$ 733,263	\$ 602,811
Grant Funds	0	400,000	387,488	0
Miscellaneous Trust Funds	16,842		11,806	16,842
Transient Occupancy Tax	1,211,991	30,000	1,239,106	1,595,040
City Manager Total	\$ 1,791,643	\$ 618,000	\$ 2,371,663	\$ 2,214,693
Community Development				
General Fund	\$ 2,256,295		\$ 2,107,831	\$ 2,449,422
Grant Funds	800,327		440,161	925,840
Comm Development Total	\$ 3,056,622	\$ 0	\$ 2,547,992	\$ 3,375,262
Fire Department				
General Fund	\$ 18,366,098		\$ 13,437,303	\$ 19,667,641
Grant Funds	3,197,385		1,569,011	1,320,226
Miscellaneous Trust Funds	10,505		2,000	13,688
Airport Fund	512,254	10,000	520,466	567,848
Fire Department Total	\$ 22,086,242	\$ 10,000	\$ 15,528,780	\$ 21,569,403
Legal				
General Fund	\$ 354,185	\$ 30,000	\$ 372,773	\$ 423,865
Risk Management Fund	1,184,513	120,000	1,299,014	1,294,118
Legal Department Total	\$ 1,538,698	\$ 150,000	\$ 1,671,787	\$ 1,717,983
Library				
General Fund	\$ 2,943,151		\$ 2,866,394	\$ 3,154,351
Grant Funds	0	4,000	4,000	0
Miscellaneous Trust Funds	118,408	(4,000)	43,338	96,008
Library Total	\$ 3,061,559	\$ 0	\$ 2,913,732	\$ 3,250,359

City of Prescott, Arizona
Expenditures/expenses by department
Fiscal year 2025

Department/Fund	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
	2024	2024	2024	2025
Police Department				
General Fund	\$ 18,857,278	\$ (200,000)	\$ 16,552,121	\$ 19,260,734
Grant Funds	1,085,864	200,000	1,236,435	1,775,320
Miscellaneous Trust Funds	152,942		66,040	153,342
Police Department Total	\$ 20,096,084	\$ 0	\$ 17,854,596	\$ 21,189,396
Public Works				
Streets Fund	\$ 33,502,222	\$ (60,000)	\$ 26,828,321	\$ 37,067,034
Grant Funds	466,850		0	1,471,970
Impact Fee	281,342	60,000	338,476	97,592
Water	56,714,217		44,669,221	46,025,870
Wastewater	26,150,764		18,754,064	36,792,595
Solid Waste	17,778,498		15,474,477	20,541,638
Engineering	2,046,621		2,017,926	2,043,775
Public Works Total	\$ 136,940,514	\$ 0	\$ 108,082,485	\$ 144,040,473
Recreation Services				
General Fund	\$ 11,957,403	\$	\$ 8,190,691	\$ 11,241,728
Streets	589,175		448,666	586,462
Transient Occupancy Tax	100,000	150,000	250,000	50,000
Grant Funds	9,000,000		3,070,819	1,635,377
Miscellaneous Trust Funds	16,173	8,000	22,035	19,089
Acker Trust	14,500		14,500	14,500
Golf Course **	548,000	(548,000)	0	5,440,081
Fleet Services	3,071,674	80,000	3,145,284	3,172,456
Facilities Maintenance	3,585,120		2,725,672	2,971,356
Recreation Services Total	\$ 28,882,045	\$ (310,000)	\$ 17,867,667	\$ 25,131,049
Regional Communications				
General Fund	\$ 2,299,508	\$	\$ 1,999,904	\$ 2,316,402
Reg Communications Total	\$ 2,299,508	\$ 0	\$ 1,999,904	\$ 2,316,402
Non-Departmental				
General Fund	\$ 14,365,193	\$ (5,475,000)	\$ 208,719	\$ 27,315,864
Golf (Outsourced Operations)	4,183,935	1,048,000	5,117,897	0
Grant Funds	3,075,000	(8,000)	3,040,500	4,275,000
PSPRS Dedicated Tax	0	3,034,000	3,034,000	0
Non-Departmental Total	\$ 21,624,128	\$ (1,401,000)	\$ 11,401,116	\$ 31,590,864
TOTAL ALL DEPARTMENTS	\$ 258,135,559	\$ 0	\$ 199,869,073	\$ 278,613,343

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

** Golf Course falls under the Recreation Services Department and is therefore reclassified there for the FY25 Budget.

City of Prescott, Arizona
Full-time employees and personnel compensation
Fiscal year 2025

Fund	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
	2025	2025	2025	2025	2025	2025
General Fund	367.64	\$ 30,633,716	\$ 3,870,293	\$ 4,382,823	\$ 2,710,522	\$ 41,597,354
Special Revenue Funds						
Streets Fund	47.93	\$ 3,510,573	\$ 395,090	\$ 612,580	\$ 415,538	\$ 4,933,781
Transient Occupancy Tax	2.75	226,094	22,784	32,760	21,024	302,662
Grants	8.41	2,309,829	53,550	83,920	48,284	2,495,583
Total Special Revenue Funds	59.09	\$ 6,046,496	\$ 471,424	\$ 729,260	\$ 484,846	\$ 7,732,026
Enterprise funds						
Water	45.19	\$ 3,395,144	\$ 381,609	\$ 575,496	\$ 319,695	\$ 4,671,944
Wastewater	40.38	2,864,313	345,184	524,347	287,374	4,021,218
Solid Waste	41.86	2,705,197	321,578	457,286	323,322	3,807,383
Golf Course	0.00	2,034,918	0	0	0	2,034,918
Airport	18.92	1,598,150	168,070	188,102	146,951	2,101,273
Total Enterprise Funds	146.35	\$ 12,597,722	\$ 1,216,441	\$ 1,745,231	\$ 1,077,342	\$ 16,636,736
Internal Service Funds						
Fleet Maintenance	11.00	\$ 734,010	\$ 86,714	\$ 116,325	\$ 71,217	\$ 1,008,266
Risk Management	1.00	65,523	8,055	14,417	6,123	94,118
Engineering	12.77	1,232,200	144,667	158,858	110,118	1,645,843
Facilities Maintenance	7.38	459,283	52,815	99,270	49,311	660,679
Total Internal Service Funds	32.15	\$ 2,491,016	\$ 292,251	\$ 388,870	\$ 236,769	\$ 3,408,906
Total All Funds	605.23	\$ 51,768,950	\$ 5,850,409	\$ 7,246,184	\$ 4,509,479	\$ 69,375,022

Note: Full-Time Equivalent (FTE) includes 576 FTE permanent employees and an estimated 29.23 FTE temporary employees

Authorized Expenditure List for Fiscal Year 2025			
Item	Fund	FY2024-25 Budget	Est Total Project
Airport			
Recurring			
De-icing for Airfield	AP	\$ 70,502	
Capital Projects			
Airport Pavement Preservation Program	G	669,041	\$3,929,170
Bottleneck Hangar Complex Improvements	G	269,832	
New Airport Vehicle and Equipment	G	100,000	
Airport Master Lock System	G	50,000	
Runway 12-30 Rehabilitation, Lighting, and Signage Improvements	G, GR	600,000	
UL Avgas and Ramp Runup; Bypass	G, GR	258,512	
Strategic Academic Flight Education (SAFE) Complex	G, GR	190,000	
ADOT APMS RW3L21R & RW1230	G, GR	102,812	
TWY C Realignment, RIM and Hotspot Mitigation	G, GR	77,927	
Budget and Finance			
Annual Enterprise Resource Processing System Contract	GF*	180,000	180,000
Printing and Mailing of Utility Bills (3-year contract \$350,000)	W*	140,000	420,000
New Budget and Performance Management Software (Est 3 year)	GF*	120,000	240,000
City Clerk			
Elections	GF*	170,000	170,000
City Manager			
Information Technology			
Next Generation Email Firewall - CompuNet	GF*	62,104	
Community Development - CentralSquare	GF*	177,755	533,265
PSJ Enterprise Public Safety - CentralSquare	GF*	181,839	
PSJ Enterprise CAD RMS Server Refresh - CentralSquare	GF*	154,050	
Network Infrastructure As A Service (IAAS) 10-year contract	GF*	295,000	3,097,500
Community Development			
Scanning Project for Commercial Building Permit Records	G	60,000	
Facilities and Fleet			
Facilities One-Time Expenses/Projects			
Carryover from FY24 (Primarily New City Hall Improvements)	FM	2,266,354	
Exhaust Capture System	GF	200,000	
City Wide Card Lock System	FM	150,000	
Fleet One-Time Expenses/Projects			
Carryover from FY24	FM	25,000	
Six Vehicle Wheel Lifts	FM	100,000	
Tires and Tubes	FM	300,000	
Vehicle Replacements			
Airport			
Replace 2008 Ford Explorer 4X4 with SUV	G	80,000	
Fire			
Carryover from FY24	G	2,165,392	

Authorized Expenditure List for Fiscal Year 2025			
Item	Fund	FY2024-25 Budget	Est Total Project
Replace 1997 International Type 3 Pumper with heavy duty truck	G	250,000	
Replace 2007 Ford Escape with small SUV	G	45,000	
Replace 2009 Rosenbauer Pumper Fire Truck with similar pumper truck	G	471,182	
Repalce 2013 Rosenbauer Pumper Fire Truck with similar pumper truck	G	550,000	1,100,000
<u>Police</u>			
Carryover from FY24	G	174,000	
Replace 2010 Ford Crown Vic with small SUV	G	50,000	
Replace 2012 Chevy Tahoe with similar SUV	G	110,000	
Replace 2008 Infinity with pickup	G	60,000	
Replace 2012 Chevy Tahoe with similar SUV	G	110,000	
Replace 2012 Chevy Tahoe with similar SUV	G	110,000	
Replace 2012 Chevy Tahoe with similar SUV	G	110,000	
Replace 2012 Chevy Tahoe with similar SUV	G	110,000	
Replace 2006 Toyota Tacoma with SUV	G	110,000	
Replace 2005 Dodge 2500 with minivan	G	110,000	
Replace 2013 Nissan Altima with pickup	G	110,000	
3 New SUVs	G	330,000	
<u>Recreation Services</u>			
Carryover from FY24	G	64,758	
Replace 2000 International 4900 with similar truck	G	200,000	
Replace 2003 Ford F150 with similiar truck	G	50,000	
Replace 2004 Ford F350 with 4x4 dump truck	G	120,000	
Replace 2005 Chevy 1500 with similar truck	G	60,000	
<u>Public Works</u>			
<u>Engineering</u>			
Carryover from FY24	E	20,177	
Replace 2005 Ford F150 with similar truck	E	47,000	
Replace 2007 Ford F150 with similar truck	E	47,000	
<u>Solid Waste</u>			
Carryover from FY24	SW	795,785	
Replace 2005 Ford F350 with dump truck	SW	135,000	
Replace 2006 Ford F250 with mini rear loader	SW	150,000	
Replace 2016 Peterbuilt 320 with front loader	SW	443,202	
Replace 2015 Rotochopper MC266 with brush grinder	SW	881,722	
Replace 2006 Kubota R420 with loader	SW	100,000	
Replace 2018 Peterbuilt 520 with side loader	SW	459,775	
<u>Streets</u>			
Carryover from FY24	S	1,901,709	
Replace 2005 Ford F250 with similar truck	S	49,000	
Replace 2007 Peterbuilt with 10-Wheeler Dump Truck	S	400,000	
Replace 2015 Ford F550 with Dump Truck	S	120,000	
Replace 2015 Ford F550 with Dump Truck	S	120,000	
<u>Water</u>			
Carryover from FY24	W	404,661	
Replace 2016 Ford F550 with similar truck	W	200,000	
<u>Wastewater</u>			
Carryover from FY24	WW	319,190	
Replace 2017 Ford F750 with similar truck	WW	250,000	
Fire Department			
Firefighter Wellness/Fitness Physicals (3-year contract)	GF	103,200	309,600

Authorized Expenditure List for Fiscal Year 2025			
Item	Fund	FY2024-25 Budget	Est Total Project
Municipal Firefighter Cancer Reimbursement Fund Assessment	GF	126,550	
Public Safety Crisis Solutions LLC (3-year contract)	GF	32,840	98,520
Turnout Cleaning and Inspections	GF	65,450	
Contracted Plan Review Services	GF	55,000	
Behavioral Health Assistance	GF	50,400	
Turnout Coats and Pants	GF	120,960	
Station Duty Uniforms	GF	54,000	
Self-Contained Breathing Apparatus (SCBA) Decontamination Machine	GF	55,000	
P-25 Radios	GF	72,000	
Fire System Status Management	GF	92,637	
Self Contained Breathing Apparatus (SCBA) Breathing Air Compressor	GF	88,127	
Library			
Recurring			
Library Books and Materials	GF	195,000	
Police Department			
Recurring			
AXON Tasers, Cameras, and Fleet Equipment (5-year contract)	GF	297,637	2,735,814
Police Uniforms and Accessories	GF	94,000	
FLOCK ALPR System	GF	55,000	
Ammunition	GF	50,000	
Capital			
Radio Tower Evaluation and Upgrade	GF	100,000	
Public Works			
Recurring			
Personal Protection Equipment	PW	90,000	
Uniform Rental & Laundry	PW	92,500	
Engineering/Inspections/ Project Management			
Quality Assurance /Quality Control for Capital Projects 5 companies	Var.	375,000	
Zone 52 Water Main Connect to Northwest Regional Tank	W	1,900,000	
City Wide Water Main Replacement Program	W	3,000,000	
Zone 24/27 Water Pipeline Upsizing	W	1,979,145	4,000,000
Double D Rd Reconstruction and Drainage Improvements	S	1,300,000	
Willow Creek Gravity Sewer	WW	5,025,000	14,500,000
Centralization - Airport WRF Solids Handling Facility Design Contract	WW	500,000	
Wildwood Lift Station Abandonment	WW	820,000	
Aerial Digital Elevation Model Contour	PW	200,000	
Pavement Preservation Program Expenses			
Pavement Preservation - Crack Seal Materials and Installation	S	5,800,000	
Trip Hazard Elimination	S	350,000	
Sidewalk Repair and Replacement	S	80,000	
Pavement Rejuvenation	S	120,000	
Fog and Seal Coat	S	500,000	
Pavement Recon Stetson Road	S	750,000	
	S	2,400,000	
Total Pavement Preservation Program Expenses \$10,000,000			

Authorized Expenditure List for Fiscal Year 2025			
Item	Fund	FY2024-25 Budget	Est Total Project
Pavement Reconstruction Program Expenses		4,000,000	
NPDES			
City lakes monitoring, maintenance and treatment program (external)		100,000	
Phosphorus Binding		150,000	
Solid Waste			
65 Gallon Residential Garbage and Recycle Containers	SW	370,000	
Commercial Front-Load and Roll-Off Dumpsters	SW	200,000	
Waste Management Disposal Fees	SW	3,600,000	
Garbage and Recycling Hauling Fees	SW	2,100,000	
Recycle Processing Fees	SW	350,000	
Routing GPS Software	SW	50,000	
Transfer Station Master Plan	SW	250,000	
Transfer Station Paving Project	SW	1,000,000	
Streets			
Deicing Material and Cinders	S	125,000	
Operating Hauling Contracts	S	120,000	
Operated Equipment Contracts	S	160,000	
Street Maintenance Materials	S	700,000	
Street Division Wing Plows (2)	S	95,000	
New Pavement Program Project Manager Vehicle	S	55,000	
Transportation / Traffic			
Traffic Signal Cabinets and GridSmart Detection Systems	S	220,000	
Rectangular Rapid Flash Beacon (2 crosswalk system, solar, 4 button/beacons)	S	50,000	
Sign shop materials	S	65,000	
Annual Striping Program	S	300,000	
Utilities - Water / Wastewater			
Trenchless Technologies (CIPP, Pipe Bursting)	WW	750,000	
Root Control	WW	160,000	
Lift Station Control Panel Replacements	WW	100,000	
Manhole Rehabilitation & Replacements	WW	250,000	
Generator Replacements and New Purchases	WW	100,000	
Biosolids Hauling	WW	355,000	
W & WW Pump Repair & Replacement	WW	150,000	
Polymer (Polymers are used in the sludge dewatering process)	WW	180,000	
Course Salt (Used to make bleach)	WW	70,000	
Disc Filter Panel Replacements	WW	80,000	
Sodium Hypochlorite Replacement Cells	WW	80,000	
Reclaimed Water Tank Maintenance (sandblast, recoat inside & out)	WW	550,000	
Secondary Clarifier Maintenance (sandblast, recoat)	WW	350,000	
On-call SCADA Programming, Maintenance, and Repair Services	WW	200,000	
Electrical Maintenance (Caliber Electrical)	WW	125,000	
Water Meters Purchase	W	300,000	
Potable water tank inspections	W	200,000	
AP3 Arsenic Media Changeout	W	210,000	
Water /Wastewater Street Maintenance Materials	W	300,000	
Water/Wastewater Materials	W/WW	400,000	

Authorized Expenditure List for Fiscal Year 2025			
Item	Fund	FY2024-25 Budget	Est Total Project
Wastewater/ Water Treatment Chemicals	W/WW	340,000	
Water Resources			
Professional Services by Herb Dishlip Consulting (D&O)	W	85,000	
Professional Services by Matrix New World Consulting (D&O)	W	75,000	
Letters of Engagement with Gammage and Burnham (D&O)	W	100,000	
Big Chino Water Ranch Water Delivery Pipeline/Well Field Design Update	W	125,000	
Professional Services for Emergency Action Plan & Reservoir Operation Plan	W	83,000	
Professional Services with Brown and Brown (Gila Adjudication)	W	200,000	
Professional Services for Willow Lake Management Plan	W	100,000	

Resolution 2024-1888

Exhibit C

FY25 Budget - Authorized Position Roster

Positions by Department and Division	FY2023	FY2024	FY2025	Pay Range			Pay
				Min	Mid	Max	Grade
Airport							
Airport Director	1.00	1.00	1.00		Unclassified		Open
Operations & Maintenance Superintendent	1.00	1.00	1.00	82,117	102,646	123,176	117
Airport Services Manager	1.00	1.00	1.00	82,117	102,646	123,176	117
Capital Project Manager	1.00	1.00	1.00	87,044	108,805	130,566	118
Airport Leasing & Property Specialist	0.00	1.00	1.00	68,947	86,184	103,421	114
Airport Operations Supervisor	2.00	2.00	2.00	65,044	81,306	97,567	113
Management Analyst	1.00	0.00	1.00	65,044	81,306	97,567	113
Airport Operations & Maintenance Coordinator	1.00	1.00	1.00	54,613	68,266	81,919	110
Airport Operations Specialist	1.00	1.00	1.00	52,012	65,015	78,018	109
Airport Operations Technician	2.00	2.00	2.00	47,176	58,970	70,765	107
Administrative Specialist	1.00	1.00	0.00	42,790	53,488	64,186	105
Total Airport	12.00	12.00	12.00				
Budget and Finance							
Budget and Treasury							
Finance Director	1.00	1.00	1.00		Unclassified		Open
Budget Manager	1.00	1.00	0.00	68,947	86,184	103,421	114
Total Budget and Finance	2.00	2.00	1.00				
Purchasing							
Purchasing Manager	1.00	1.00	1.00		Unclassified		Open
Contracts Coordinator	0.00	0.00	1.00	61,363	76,703	92,044	112
Financial Services Specialist III	1.00	1.00	1.00	49,535	61,919	74,303	108
Total Purchasing	2.00	2.00	3.00				
Accounting Services							
Deputy Finance Director	1.00	1.00	1.00		Unclassified		Open
Senior Accountant	1.00	1.00	2.00	73,084	91,355	109,626	115
Payroll Supervisor	1.00	1.00	1.00	68,947	86,184	103,421	114
Accountant	1.00	1.00	1.00	61,363	76,703	92,044	112
Total Accounting Services	4.00	4.00	5.00				
Revenue Services							
Revenue Manager	1.00	1.00	1.00		Unclassified		Open
Billing Analyst	1.00	1.00	1.00	54,613	68,266	81,919	110
Tax Compliance Analyst	1.00	1.00	1.00	54,613	68,266	81,919	110
Financial Services Supervisor	0.00	0.00	1.00	65,044	81,306	97,567	113
Financial Services Specialist III	2.00	2.00	1.00	49,535	61,919	74,303	108
Financial Services Specialist I & II	4.00	4.00	3.00	44,930	56,162	67,395	106
Total Revenue Services	9.00	9.00	8.00				
Total Budget and Finance	17.00	17.00	17.00				
City Clerk							
City Clerk	1.00	1.00	1.00		Unclassified		Open
Deputy City Clerk	1.00	1.00	1.00	57,889	72,362	86,834	111
City Clerk Specialist	1.00	1.00	0.00	47,176	58,970	70,765	107
Senior City Clerk Specialist	0.00	0.00	1.00	52,012	65,015	78,018	109
Total City Clerk	3.00	3.00	3.00				

Resolution 2024-1888

Exhibit C

FY25 Budget - Authorized Position Roster

Positions by Department and Division	FY2023	FY2024	FY2025	Pay Range			Pay Grade
				Min	Mid	Max	
City Council							
Mayor	1.00	1.00	1.00	15,000	15,000	15,000	105
Councilmembers	6.00	6.00	6.00	10,200	10,200	10,200	
Administrative Specialist	0.75	0.75	0.75	42,790	53,488	64,186	
Total City Council	7.75	7.75	7.75				
City Court							
Business Manager	1.00	1.00	1.00	54,613	68,266	81,919	110
Court Clerk I & II	6.00	6.00	5.00	42,790	53,488	64,186	105
Court Clerk III	0.00	0.00	1.00	47,176	58,970	70,765	107
Total City Court	7.00	7.00	7.00				
City Manager							
City Manager's Office							
City Manager	1.00	1.00	1.00		Unclassified		Open
Deputy City Manager	1.00	1.00	1.00		Unclassified		Open
Executive Assistant	1.00	1.00	1.00	54,613	68,266	81,919	110
Total City Manager's Office	3.00	3.00	3.00				
Community Outreach & Tourism							
Community Outreach Director	0.00	0.00	1.00		Unclassified		Open
Community Outreach Manager	1.00	1.00	0.00		Unclassified		Open
Tourism Manager	0.00	0.00	1.00	65,044	81,306	97,567	113
Tourism Group Sales & Marketing Manager	0.00	0.00	1.00	65,044	81,306	97,567	113
Tourism and Economic Initiatives Manager	1.00	1.00	0.00		Unclassified		Open
Tourism and Economic Initiatives Coordinator	1.00	1.00	0.00	61,363	76,703	92,044	112
Administrative Specialist	0.25	0.25	0.25	42,790	53,488	64,186	105
Total Community Outreach & Tourism	3.25	3.25	3.25				
Human Resources							
Human Resources Director	1.00	1.00	1.00		Unclassified		Open
Human Resources Manager	1.00	1.00	1.00		Unclassified		Open
Senior Human Resources Business Partner	1.00	2.00	2.00	68,947	86,184	103,421	114
Human Resources Business Partner	1.00	2.00	2.00	54,613	68,266	81,919	110
HRIS Technician	1.00	0.00	0.00	47,176	58,970	70,765	107
Human Resources Support Specialist	1.00	1.00	1.00	42,790	53,488	64,186	105
Total Human Resources	6.00	7.00	7.00				
Information Technology							
Director of Information Technology	1.00	1.00	1.00		Unclassified		Open
IT Operations Manager	1.00	1.00	1.00	82,117	102,646	123,176	117
IT Applications Manager	0.00	0.00	1.00	82,117	102,646	123,176	117
Help Desk Manager	1.00	1.00	1.00	82,117	102,646	123,176	117
GIS Coordinator	1.00	1.00	1.00	77,469	96,836	116,203	116
Network Engineer	3.00	3.00	3.00	73,084	91,355	109,626	115
IT Database Administrator	1.00	1.00	0.00	73,084	91,355	109,626	115
IT Specialist I & II	8.00	9.00	9.00	61,363	76,703	92,044	112
GIS Specialist	2.00	2.00	2.00	61,363	76,703	92,044	112
Total Information Technology	18.00	19.00	19.00				
Total City Manager	30.25	32.25	32.25				

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Exhibit C

FY25 Budget - Authorized Position Roster

Positions by Department and Division	FY2023	FY2024	FY2025	Pay Range			Pay Grade
				Min	Mid	Max	
Community Development							
Administration							
Community Development Director	0.50	0.50	1.00		Unclassified		Open
Operations Manager	0.00	0.00	1.00	82,117	102,646	123,176	117
Operations Analyst	0.00	0.00	1.00	52,012	65,015	78,018	109
Total Administration	0.50	0.50	3.00				
Planning and Zoning							
Planning Manager	1.00	1.00	1.00		Unclassified		Open
Planner	1.00	2.00	2.00	68,947	86,184	103,421	114
Development Services Supervisor	0.50	0.50	0.00	61,363	76,703	92,044	112
CDBG Admin/Com Dev Coordinator	1.00	1.00	1.00	57,889	72,362	86,834	111
Development Services Representative II	1.00	1.00	0.00	44,930	56,162	67,395	106
Development Services Representative I	1.00	1.00	0.00	42,790	53,488	64,186	105
Administrative Specialist	0.00	1.00	1.00	42,790	53,488	64,186	105
Total Planning and Zoning	5.50	7.50	5.00				
Building Safety							
Community Development Director	0.50	0.50	0.00		Unclassified		Open
Chief Building Official	1.00	1.00	1.00	82,117	102,646	123,176	117
Senior Plans Examiner	1.00	1.00	1.00	65,044	81,306	97,567	113
Development Services Supervisor	0.50	0.50	0.00	61,363	76,703	92,044	112
Plans Examiner	1.00	1.00	2.00	61,363	76,703	92,044	112
Development Services Representative II	0.00	0.00	1.00	44,930	56,162	67,395	106
Development Services Representative I	0.00	0.00	1.00	42,790	53,488	64,186	105
Building Inspector	2.00	2.00	2.00	54,613	68,266	81,919	110
Permit Technician/Plans Examiner	1.00	1.00	0.00	54,613	68,266	81,919	110
Building Inspector (Not GF)	0.00	0.00	0.00	54,613	68,266	81,919	110
Administrative Specialist	0.00	0.00	1.00	42,790	53,488	64,186	105
Total Building Safety	7.00	7.00	9.00				
Neighborhood Services							
Neighborhood Services Specialist	2.00	2.00	2.00	54,613	68,266	81,919	110
Total Neighborhood Services	2.00	2.00	2.00				
Total Community Development	15.00	17.00	19.00				
Fire Department							
Administration							
Fire Chief	1.00	1.00	1.00		Unclassified		Open
Administrative Supervisor	0.00	0.00	1.00	65,044	81,306	97,567	113
Business Manager	1.00	0.00	0.00	54,613	68,266	81,919	110
Administrative Coordinator	0.00	1.00	1.00	54,613	68,266	81,919	110
Administrative Specialist	0.00	1.00	2.00	42,790	53,488	64,186	105
Total Administration	2.00	3.00	5.00				
Community Risk Reduction							
Fire Marshal	0.00	0.00	0.50	103,671	129,589	155,506	121
Wildfire Risk Reduction Manager	0.00	1.00	1.00	65,044	81,306	97,567	113
Plans Examiner/Building Fire Inspector	2.00	2.00	2.00	61,363	76,703	92,044	112
Forestry Crew Coordinator	1.00	0.00	0.00	52,012	65,015	78,018	109
Forestry Crew Technician	2.00	0.00	0.00	47,176	58,970	70,765	107
Administrative Specialist	0.00	1.00	0.00	42,790	53,488	64,186	105
Total Community Risk Reduction	5.00	4.00	3.50				

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Exhibit C

FY25 Budget - Authorized Position Roster

Positions by Department and Division	FY2023	FY2024	FY2025	Pay Range			Pay Grade
				Min	Mid	Max	
Fire Department (continued)							
Emergency Services							
Deputy Fire Chief	1.00	1.00	1.00		Unclassified		Open
Operations Chief	0.00	1.00	0.00		Unclassified		Open
Division Chief	0.00	0.00	1.00	109,891	137,364	164,837	122
Battalion Chief	3.00	3.00	3.00	103,671	129,589	155,506	121-S
Fire Captain	16.00	16.00	16.00	82,117	102,646	123,176	117-S
Fire Engineer	19.00	19.00	19.00	68,947	86,184	103,421	114-S
Firefighter	31.00	31.00	31.00	54,613	68,266	81,919	110-S
Total Emergency Services	70.00	71.00	71.00				
Fire Professional Services							
Division Chief	1.00	1.00	1.00	109,891	137,364	164,837	122
Fire Marshal	0.00	0.00	0.50	103,671	129,589	155,506	121
Administrative Coordinator	0.00	1.00	0.00	54,613	68,266	81,919	110
Administrative Specialist	1.00	0.00	0.00	42,790	53,488	64,186	105
Total Fire Professional Services	2.00	2.00	1.50				
Total Fire Department	79.00	80.00	81.00				
Legal							
City Attorney	1.00	1.00	1.00		Unclassified		Open
Deputy City Attorney	1.00	1.00	1.00		Unclassified		Open
Senior Assistant City Attorney	0.00	0.00	1.00	109,891	137,364	164,837	122
Assistant City Attorney	2.00	2.00	1.00	97,803	122,253	146,704	120
Legal Services Administrator	1.00	1.00	1.00	65,044	81,306	97,567	113
Paralegal	0.00	0.00	1.00	54,613	68,266	81,919	110
Risk Coordinator	1.00	1.00	1.00	49,535	61,919	74,303	108
Safety Coordinator	0.00	1.00	1.00	49,535	61,919	74,303	108
Legal Assistant II	0.00	1.00	1.00	47,176	58,970	70,765	107
Legal Assistant I	2.00	1.00	1.00	44,930	56,162	67,395	106
Total Legal Department	8.00	9.00	10.00				
Library							
Public Services							
Library Director	1.00	1.00	1.00		Unclassified		Open
Assistant Library Director	1.00	1.00	1.00		Unclassified		Open
Lead Librarian	2.00	2.00	2.00	65,044	81,306	97,567	113
Librarian	4.00	4.00	4.00	57,889	72,362	86,834	111
Librarian Trainee	1.00	1.00	1.00	57,889	72,362	86,834	111
Library Specialist	2.00	2.00	2.00	44,930	56,162	67,395	106
Library Assistant	4.50	4.50	4.50	38,812	48,515	58,218	103
Total Public Services	15.50	15.50	15.50				
Support Services							
Library Manager, Support Services	1.00	1.00	1.00		Unclassified		Open
Librarian	1.00	1.00	1.00	57,889	72,362	86,834	111
Maintenance Technician	1.00	1.00	1.00	44,930	56,162	67,395	106
Administrative Specialist	1.00	1.00	1.00	42,790	53,488	64,186	105
Library Assistant	1.00	1.00	1.00	38,812	48,515	58,218	103
Custodian	1.00	1.00	1.00	35,204	44,005	52,806	101
Total Support Services	6.00	6.00	6.00				
Total Library	21.50	21.50	21.50				

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Exhibit C

FY25 Budget - Authorized Position Roster

Positions by Department and Division	FY2023	FY2024	FY2025	Pay Range			Pay
				Min	Mid	Max	Grade
Police Department							
Administration							
Police Chief	1.00	1.00	1.00		Unclassified		Open
Deputy Police Chief	1.00	1.00	1.00		Unclassified		Open
Police Administrator	1.00	1.00	1.00	109,891	137,364	164,837	122
Administrative Supervisor	1.00	1.00	1.00	65,044	81,306	97,567	113
Administrative Coordinator	1.00	1.00	1.00	54,613	68,266	81,919	110
Senior Victim Advocate	1.00	1.00	1.00	49,535	61,919	74,303	108
Victim Advocate	1.00	1.00	1.00	44,930	56,162	67,395	106
Total Administration	7.00	7.00	7.00				
Patrol Operations Bureau							
Police Lieutenant	2.00	2.00	2.00	109,891	137,364	164,837	122
Police Sergeant	6.00	7.00	6.00	87,044	108,805	130,566	118
Police Officer	44.00	49.00	54.00	65,044	81,306	97,567	113
Animal Control Supervisor	1.00	1.00	1.00	49,535	61,919	74,303	108
Animal Control Officer	1.00	1.00	1.00	44,930	56,162	67,395	106
Office Assistant	0.50	0.50	0.50	36,964	46,205	55,446	102
Total Patrol Operations Bureau	54.50	60.50	64.50				
Special Operations Bureau							
Police Lieutenant	1.00	1.00	1.00	109,891	137,364	164,837	122
Police Sergeant	3.00	3.00	4.00	87,044	108,805	130,566	118
Police Officer	21.00	21.00	17.00	65,044	81,306	97,567	113
Administrative Coordinator	1.00	1.00	1.00	54,613	68,266	81,919	110
Crime Scene Investigator	1.00	1.00	1.00	52,012	65,015	78,018	109
Property & Evidence Technician	2.00	2.00	2.00	49,535	61,919	74,303	108
Civilian Parking Accident Investigator	1.00	1.00	1.00	47,176	58,970	70,765	107
Station Coordinator	1.00	1.00	1.00	42,790	53,488	64,186	105
Administrative Specialist	0.00	0.00	1.00	42,790	53,488	64,186	105
Office Assistant	1.00	1.00	0.00	36,964	46,205	55,446	102
Total Special Operations Bureau	32.00	32.00	29.00				
Support Bureau							
Police Officer	1.00	2.00	1.00	65,044	81,306	97,567	113
Police Records Supervisor	1.00	1.00	1.00	61,363	76,703	92,044	112
Police Records Clerk	3.00	3.00	3.00	42,790	53,488	64,186	105
Administrative Specialist	1.00	1.00	1.00	42,790	53,488	64,186	105
Total Support Bureau	6.00	7.00	6.00				
Total Police Department	99.50	106.50	106.50				
Regional Communications							
PRCC Manager	1.00	1.00	1.00	87,044	108,805	130,566	118
PRCC Assistant Manager	1.00	1.00	1.00	73,084	91,355	109,626	115
Public Safety Telecommunicator Supervisor	5.00	5.00	5.00	65,044	81,306	97,567	113
Public Safety Telecommunicator	28.00	28.00	28.00	52,012	65,015	78,018	109
Total Regional Communications	35.00	35.00	35.00				

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Exhibit C

FY25 Budget - Authorized Position Roster

Positions by Department and Division	FY2023	FY2024	FY2025	Pay Range			Pay
				Min	Mid	Max	Grade
Public Works							
Engineering							
Quality Assurance Manager	0.40	0.40	0.00		Unclassified		Open
Water Resource/Environmental Svcs Manager	0.34	0.34	0.00		Unclassified		Open
City Engineer	0.00	0.00	0.25		Unclassified		Open
Civil Engineer/Supervisor	0.33	0.33	0.00	87,044	108,805	130,566	118
Capital Project Manager	5.00	5.00	5.00	87,044	108,805	130,566	118
Real Estate Administrator	1.00	1.00	1.00	87,044	108,805	130,566	118
City Surveyor	1.00	1.00	1.00	82,117	102,646	123,176	117
Environmental Program Manager	0.00	0.00	0.70	82,117	102,646	123,176	117
Environmental Project Manager	0.00	0.00	1.00	68,947	86,184	103,421	114
Construction Inspection Supervisor	1.00	1.00	1.00	65,044	81,306	97,567	113
Senior Engineering Technician/EIT	0.50	0.00	0.00	65,044	81,306	97,567	113
Senior Engineering Technician	0.50	0.50	0.50	65,044	81,306	97,567	113
Environmental Coordinator	1.00	1.00	0.00	65,044	81,306	97,567	113
Stormwater Specialist	1.00	1.00	0.70	57,889	72,362	86,834	111
Construction Inspector	5.00	5.00	5.00	57,889	72,362	86,834	111
Building Inspector	0.50	0.50	0.50	54,613	68,266	81,919	110
Engineering Technician	0.40	0.90	0.40	54,613	68,266	81,919	110
Permit Technician/Plans Examiner	0.40	0.40	0.40	47,176	58,970	70,765	107
Total Engineering	18.37	18.37	17.45				

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Exhibit C

FY25 Budget - Authorized Position Roster

Positions by Department and Division	FY2023	FY2024	FY2025	Pay Range			Pay
				Min	Mid	Max	Grade
<u>Utilities</u>							
Public Works Director	0.50	0.50	0.50		Unclassified		Open
Deputy Public Works Director	1.00	1.00	1.00		Unclassified		Open
Water Resource/Environmental Svcs Manager	0.66	0.66	1.00		Unclassified		Open
Utilities Manager	1.00	1.00	1.00		Unclassified		Open
Capital Program Manager	0.66	0.66	0.66		Unclassified		Open
Financial & Business Operations Manager	0.50	0.50	0.50		Unclassified		Open
Quality Assurance Manager	0.60	0.60	0.00		Unclassified		Open
City Engineer	0.00	0.00	0.50		Unclassified		Open
Senior Infrastructure Analyst	1.00	1.00	1.00	92,267	115,333	138,400	119
Civil Engineer/Supervisor	0.67	0.67	0.67	87,044	108,805	130,566	118
Water Resource Project Manager	2.00	2.00	2.00	82,117	102,646	123,176	117
Water Superintendent	1.00	1.00	1.00	82,117	102,646	123,176	117
Wastewater Superintendent	1.00	1.00	1.00	82,117	102,646	123,176	117
Environmental Program Manager	0.00	0.00	0.30	82,117	102,646	123,176	117
Water Operations Supervisor	2.00	2.00	2.00	65,044	81,306	97,567	113
Wastewater Collection Supervisor	2.00	2.00	2.00	65,044	81,306	97,567	113
WW Treatment Plant Operations Supervisor	1.00	1.00	1.00	65,044	81,306	97,567	113
Management Analyst	0.50	0.50	0.50	65,044	81,306	97,567	113
Senior Engineering Technician/EIT	0.50	0.00	0.00	65,044	81,306	97,567	113
Senior Engineering Technician	0.50	0.50	0.50	65,044	81,306	97,567	113
Contract/Purchasing Administrator	0.50	0.50	0.00	61,363	76,703	92,044	112
Stormwater Specialist	0.00	0.00	0.30	57,889	72,362	86,834	111
Senior WW Treatment Plant Operator	2.00	2.00	2.00	57,889	72,362	86,834	111
Wastewater Treatment Plant Operator	5.00	5.00	5.00	54,613	68,266	81,919	110
WWTP Lab Tech/Relief Operator	1.00	1.00	1.00	54,613	68,266	81,919	110
Engineering Technician	0.60	1.10	0.60	54,613	68,266	81,919	110
Building Inspector	0.50	0.50	0.50	54,613	68,266	81,919	110
Administrative Coordinator	1.00	1.00	1.50	54,613	68,266	81,919	110
Elect Maint & SCADA Tech	1.00	1.00	1.00	52,012	65,015	78,018	109
Maintenance Specialist	4.00	5.00	5.00	52,012	65,015	78,018	109
Water Protection Specialist	2.00	2.00	2.00	52,012	65,015	78,018	109
Water Operator	5.00	5.00	5.00	52,012	65,015	78,018	109
Senior Utility Worker	11.00	11.00	11.00	49,535	61,919	74,303	108
Permit Technician/Plans Examiner	0.60	0.60	0.60	47,176	58,970	70,765	107
Development Coordinator/Records Control	0.67	0.67	0.67	47,176	58,970	70,765	107
Accounts Payable/Purchasing Specialist	0.50	0.50	0.50	44,930	56,162	67,395	106
Utility Worker	19.00	19.00	19.00	44,930	56,162	67,395	106
Administrative Specialist	1.60	1.60	1.00	42,790	53,488	64,186	105
Office Assistant	1.50	2.00	2.00	36,964	46,205	55,446	102
Total Utilities	74.56	76.06	75.80				

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Exhibit C

FY25 Budget - Authorized Position Roster

Positions by Department and Division	FY2023	FY2024	FY2025	Pay Range			Pay
				Min	Mid	Max	Grade
<u>Solid Waste</u>							
Public Works Director	0.25	0.25	0.25		Unclassified		Open
Deputy Public Works Director	0.50	0.50	0.50		Unclassified		Open
Financial & Business Operations Manager	0.25	0.25	0.25		Unclassified		Open
City Engineer	0.00	0.00	0.25		Unclassified		Open
Solid Waste Superintendent	1.00	1.00	1.00	82,117	102,646	123,176	117
Management Analyst	0.25	0.25	0.25	65,044	81,306	97,567	113
Solid Waste Supervisor	2.00	2.00	2.00	65,044	81,306	97,567	113
Contract/Purchasing Administrator	0.25	0.25	0.00	61,363	76,703	92,044	112
Administrative Coordinator	0.00	0.00	0.75	54,613	68,266	81,919	110
Senior Equipment Operator	4.00	4.00	4.00	52,012	65,015	78,018	109
Equipment Mechanic	1.00	1.00	1.00	49,535	61,919	74,303	108
Equipment Operator	17.00	23.00	25.00	47,176	58,970	70,765	107
Accounts Payable/Purchasing Specialist	0.25	0.25	0.25	44,930	56,162	67,395	106
Administrative Specialist	0.60	1.10	2.00	42,790	53,488	64,186	105
Office Assistant	1.25	1.00	1.00	36,964	46,205	55,446	102
Fee Booth Attendant	1.00	1.00	1.00	36,964	46,205	55,446	102
Maintenance Worker	2.00	2.00	2.00	36,964	46,205	55,446	102
Total Solid Waste	31.60	37.85	41.50				
<u>Street Maintenance</u>							
Public Works Director	0.25	0.25	0.25		Unclassified		Open
Deputy Public Works Director	0.50	0.50	0.50		Unclassified		Open
Transportation Manager	1.00	1.00	1.00		Unclassified		Open
Financial & Business Operations Manager	0.25	0.25	0.25		Unclassified		Open
Capital Program Manager	0.34	0.34	0.34		Unclassified		Open
Civil Engineer/Supervisor	0.00	0.00	0.33	87,044	108,805	130,566	118
Street Maintenance Superintendent	1.00	1.00	1.00	82,117	102,646	123,176	117
Pavement Program Manager	0.00	0.00	1.00	54,613	68,266	81,919	113
Traffic Signal Supervisor	1.00	1.00	1.00	68,947	86,184	103,421	114
Management Analyst	0.25	0.25	0.25	65,044	81,306	97,567	113
Street Maintenance Supervisor	2.00	2.00	1.00	65,044	81,306	97,567	113
Traffic Control Supervisor	1.00	1.00	1.00	65,044	81,306	97,567	113
Contract/Purchasing Administrator	0.25	0.25	0.00	61,363	76,703	92,044	112
Traffic Signal Specialist	2.00	2.00	2.00	54,613	68,266	81,919	110
Engineering Technician	0.00	1.00	1.00	54,613	68,266	81,919	110
Administrative Coordinator	0.00	0.00	0.75	54,613	68,266	81,919	110
Senior Equipment Operator	4.00	4.00	4.00	52,012	65,015	78,018	109
Development Coordinator/Records Control	0.33	0.33	0.33	47,176	58,970	70,765	107
Equipment Operator	18.00	18.00	18.00	47,176	58,970	70,765	107
Traffic Control Worker	2.00	2.00	2.00	47,176	58,970	70,765	107
Accounts Payable/Purchasing Specialist	0.25	0.25	0.25	44,930	56,162	67,395	106
Administrative Specialist	1.30	1.30	1.00	42,790	53,488	64,186	105
Office Assistant	0.75	1.00	1.00	36,964	46,205	55,446	102
Total Street Maintenance	36.47	37.72	38.25				
Total Public Works	161.00	170.00	173.00				

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Exhibit C

FY25 Budget - Authorized Position Roster

Positions by Department and Division	FY2023	FY2024	FY2025	Pay Range			Pay Grade
				Min	Mid	Max	
Recreation Services							
Parks, Lakes, Trails and Landscape Maintenance & Golf							
Recreation Director	1.00	1.00	1.00		Unclassified		Open
Deputy Recreation Services Director	1.00	1.00	1.00		Unclassified		Open
Trails/Natural Parklands Planner	1.00	1.00	1.00		Unclassified		Open
Recreation Services Superintendent	1.00	1.00	1.00	82,117	102,646	123,176	117
Recreation Services Supervisor	4.00	2.00	2.00	65,044	81,306	97,567	113
Landscape Coordinator	1.00	1.00	1.00	52,012	65,015	78,018	109
Parks Maintenance Coordinator	1.00	1.00	1.00	52,012	65,015	78,018	109
Lakes Coordinator	1.00	1.00	1.00	52,012	65,015	78,018	109
Maintenance Specialist	1.00	1.00	1.00	52,012	65,015	78,018	109
Equipment Mechanic	2.00	1.00	1.00	49,535	61,919	74,303	108
Turf & Irrigation Specialist	1.00	1.00	1.00	47,176	58,970	70,765	107
Maintenance Technician	9.00	9.00	9.00	44,930	56,162	67,395	106
Irrigation Technician	2.00	0.00	0.00	44,930	56,162	67,395	106
Administrative Specialist	2.00	1.00	1.00	42,790	53,488	64,186	105
Groundskeeper	2.00	0.00	0.00	36,964	46,205	55,446	102
Total Parks, Lakes, Trails, and Landscape	30.00	22.00	22.00				
Recreation Programming							
Administrative Supervisor	1.00	1.00	1.00	65,044	81,306	97,567	113
Recreation Program Manager	1.00	1.00	1.00	57,889	72,362	86,834	111
Recreation Coordinator	1.00	1.00	1.00	52,012	65,015	78,018	109
Administrative Specialist	1.00	1.00	1.00	42,790	53,488	64,186	105
Total Recreation Programming	4.00	4.00	4.00				
Forestry Crew							
Recreation Services Supervisor	0.00	0.00	1.00	65,044	81,306	97,567	113
Forestry Crew Coordinator	0.00	1.00	0.00	52,012	65,015	78,018	109
Maintenance Coordinator	0.00	0.00	2.00	52,012	65,015	78,018	109
Forestry Crew Technician	0.00	2.00	4.00	47,176	58,970	70,765	107
Total Forestry Crew	0.00	3.00	7.00				
Facilities Maintenance							
Facilities Superintendent	1.00	1.00	1.00	82,117	102,646	123,176	117
Maintenance Specialist	2.00	2.00	2.00	52,012	65,015	78,018	109
Facilities Coordinator	2.00	2.00	2.00	52,012	65,015	78,018	109
Custodian	2.00	2.00	2.00	35,204	44,005	52,806	101
Total Facilities Maintenance	7.00	7.00	7.00				
Fleet Services							
Fleet Manager	1.00	1.00	1.00	82,117	102,646	123,176	117
Fleet Maintenance Supervisor	1.00	1.00	0.00	65,044	81,306	97,567	113
Administrative Coordinator	1.00	1.00	1.00	54,613	68,266	81,919	110
Senior Equipment Mechanic	2.00	2.00	2.00	52,012	65,015	78,018	109
Parts and Service Specialist	1.00	1.00	2.00	52,012	65,015	78,018	109
Equipment Mechanic	5.00	5.00	5.00	49,535	61,919	74,303	108
Total Fleet Services	11.00	11.00	11.00				
Total Recreation Services	52.00	47.00	51.00				
Total City-wide Authorized	548.00	565.00	576.00				