



City of Prescott

City Council - Voting Meeting

September 23, 2025 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 1st 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 Live Meeting Feed](#)

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

1. **CALL TO ORDER**
2. **INTRODUCTIONS / ANNOUNCEMENTS**
3. **INVOCATION - Father Biju with Sacred Heart Roman Catholic Parish**
4. **PLEDGE OF ALLEGIANCE - Mayor Pro Tem Cantelme**
5. **ROLL CALL**
6. **PROCLAMATIONS**

A. National Recovery Month - September 2025

B. Prescott Highland Games Week - September 22-28, 2025

7. **PRESENTATIONS**

A. Presentation Regarding the September 27 Walk to End Alzheimer's

8. **OPEN CALL TO THE PUBLIC**

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

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

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

following:

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

9. **CONSENT AGENDA**

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

- A. Approval of Meeting Minutes from the September 9, 2025 Study Session and the September 9, 2025 Voting Meeting.
- B. Approval of Appointment of Members to the Fire Board of Appeals, the Civic Enhancement Committee, the Prescott Preservation Commission, and the Tourism Advisory Committee; and Appointment of Chair to the Fire Board of Appeals.
- C. Approval of City Contract No. 2023-082A1, an Amendment to City Contract No. 2023-082 Between the City of Prescott and Granite Mountain Training for Clinical and Field Training Opportunities for Field Clinicals with the Fire Department.
- D. Approval of Trade-In of a FARO FOCUS S70 3D Laser Scanner for Credit Toward the Future Purchase of a New Leica 3D Laser Scanner.
- E. Adoption of Resolution No. 2025-1949, Approving City Contract No. 2026-107 an Intergovernmental Agreement with the Yavapai County Flood Control District for Reimbursement of Design & Construction Cost Related to Various Drainage Improvement Projects in the City of Prescott for FY2026.
- F. Approval of City Contract No. 2026-112, for Water Infrastructure Repairs Invoice Ratification in the Amount of \$114,691.13. Funding is Available in the Water Utilities Fund.
- G. Adoption of Multiple Resolutions with Prescott Unified School District (PUSD) as Follows: 1) Resolution No. 2025-1937 Approving City Contract No. 2026-049 an Intergovernmental Agreement (IGA) with PUSD for Joint Facility Use; and 2) Resolution No. 2025-1938 Approving City Contract No. 2026-050 an IGA with PUSD for Joint Use of the Community Nature Center.
- H. Approval of City Contract No. 2023-211A7, an Amendment to City Contract No. 2023-211 with J. Banicki Construction, Inc. for the Construction of Additional Work on the Lakeview Drainage Improvements Project in the Amount of \$93,795.52. Funding is Available in the Streets Fund.
- I. **FNP23-013:** Approval of a Final Plat for South Ranch Unit 4A, Consisting of 92 Single-Family Residential Lots within the Deep Well Ranch Master Plan on the Northwest Corner of Jenna Lane and James Lane.
- J. **CSP25-001:** A Proposed Comprehensive Sign Plan Amendment for the Existing Willow Creek Village Shopping Center to Allow for Four (4) New Tenant Panels Added to Two Existing Monument Signs. Location: APNs 115-09-091C & 115-09-095B, 1042 & 1048 Willow Creek Rd. Property Owner: Willow Creek Equities. Applicant: Morgan Sign Company.

- K. Approval of City Contract No. 2025-053A1, an Amendment to City Contract No. 2025-053 Adding Operating Budget and Workforce Planning Modules to the OpenGov Platform.
- L. Adoption of Resolution No. 2025-1950 Approving the Transfer of Certain Fiscal Year 2025 Budget Appropriations.
- M. Approval of City Contract No. 2022-201C1, a Consent to Assignment of City Contract 2022-201 for Prescott Public Library's Material Purchases.

10. **CONSENT ORDINANCE**

Recommended Action: MOVE to adopt Consent Ordinance Items 10.A. through 10.C.

- A. Adoption of Ordinance No. 2025-1905 Authorizing the Granting of a Utility Easement to Arizona Public Service Company.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ("CITY"), YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE GRANTING OF A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY (APS) FOR A NEW UTILITY SERVICE, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID UTILITY EASEMENT
- B. Adoption of Ordinance No. 2025-1896 Authorizing the Acceptance of an Ingress/Egress Easement from Cloudstone Partners, LLC.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ("CITY"), YAVAPAI COUNTY, ARIZONA, AUTHORIZING ACCEPTANCE OF AN INGRESS & EGRESS EASEMENT FROM CLOUDSTONE PARTNERS, LLC FOR LEGAL ACCESS FOR A REQUIRED TURNAROUND CUL-DE-SAC, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID UNDERGROUND UTILITY EASEMENT
- C. Adoption of Ordinance No. 2025-1912, Approving City Contract No. 2026-114 Between the City of Prescott and OJB FC, an Arizona 501 (c)3 Non-Profit for Improvements To & Use of Ken Lindley Field.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A LEASE AGREEMENT (CITY CONTRACT NO. 2026-114) WITH OJB FC FOR LEASING THE ATHLETIC FIELD AND CERTAIN IMPROVEMENTS AT KEN LINDLEY PARK

11. **REGULAR AGENDA**

- A. Approval of Grant Applications for Six (6) Arizona Department of Transportation (ADOT) Grants and Acceptance of Funds as Follows: 1.) Bypass Taxiway & Unleaded Fuel Study in the Amount of \$6,395.00; 2.) Land Acquisition Phase One (1) in the Amount of \$78,947.36; 3.) Hangar Development Phase One (1) in the Amount of \$43,750.00; 4.) Taxiway F Realignment in the Amount of \$10,241.97; 5.) Runway 12-30 Electrical Improvements in the Amount of \$22,528.71; and 6.) Land Acquisition Phase Two (2) in the Amount of \$28,947.37.
Recommended Action: MOVE to approve six (6) ADOT Grant Applications for match of FAA Grants

- B. Approval of City Contract No. 1988-142D, an Amendment to City Contract No. 1988-142 with MH Properties, LLC (E2).
Recommended Action: MOVE to approve City Contract 1988-142D
- C. Approval of City Contract No. 2026-060 with GH2 Architects, LLC., to Create a Rodeo/Fairground Master Plan, in the Amount of \$145,559.00. Funding is Budgeted & Available in the FY26 General Fund Budget.
Recommended Action: MOVE to approve City Contract No. 2026-060

12. ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (3) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (4) Discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid litigation (A.R.S. § 38-431.03(A)(4));
- (5) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5));
- (6) Discussion, consultation or consideration for negotiations by the city or its designated representatives with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6));
- (7) Discussion or consultation with designated representatives of the city to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(A)(7)).

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 9/18/25 at 11:45 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Sarah M. Thornhill

Sarah M. Thornhill, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: City Clerk
ITEM #: 9.A
SUBJECT: Approval of Meeting Minutes from the September 9, 2025 Study Session and the September 9, 2025 Voting Meeting.

ITEM SUMMARY

This item is for the approval of the September 9, 2025 Study Session, and the September 9, 2025 Voting Meeting. Staff recommends approval of the minutes as presented.

BACKGROUND

None.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve minutes as presented

ATTACHMENTS

1. September 9, 2025 Study Session Minutes
2. September 9, 2025 Voting Meeting Minutes



City of Prescott

City Council - Study Session

September 9, 2025 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 1st 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
Patrick Grady - Councilman (Excused)
Brandon Montoya - Councilman (Excused)
Eric Moore - Councilman

3. DISCUSSION

- A. Presentation & Discussion Regarding Possible Updates to the Prescott City Charter for Approval at a Future Election.

City Clerk Sarah Thornhill provided a brief presentation to the Council regarding the existing Charter language which calculates the majority in the city's Primary Election by total number of valid ballots cast. This process has been used by the city since the 2011 city election, but does differ from the manner in which the state calculates majorities. Ms. Thornhill informed the Council that since this charter language was adopted, eight elections have been conducted with two runoffs being required due to zero candidates receiving a majority of valid ballots cast. Similarly, she reviewed the Charter language that existed from 1983-2010, and said that during that time thirteen elections were conducted with three runoffs being required due to zero candidates receiving a majority of votes. Since 1985, five elections have been conducted without the need for a runoff. Two under the former Charter language and three under the current language. She also reviewed information provided by Laurin Custis, the Yavapai County Elections Director, regarding tabulation of ballots and votes. Before the Council at this time is whether to direct staff to work on amending the Charter language, and if they choose to provide direction to revise the language, how they would like to see that done.

Mayor Goode commented that he wondered if the County can tabulate votes versus ballots.

City Attorney Joseph Young responded that they can tabulate votes and ballots but cannot give a specific number on the undervotes.

Councilman Moore commented that part of the problem with the current system is that all of the debates, forums, campaigning, etc. is done prior to the Primary Election, and nothing is done between the Primary and the General Election. This is not a city issue, it is a community issue, but makes it to seem to him that there needs to be an adjustment to the Charter to make it so there isn't a runoff.

Mayor Pro Tem Cantelme stated that some people voted for none of the Council seats, and therefore are applying "blank" ballots to the Council. She added that the language "for that office" appears as a problem to her.

Mr. Young responded that it does add ambiguity. Staff needs to know if the Council wants to change "ballots" to "votes" and if so, whether or not they want the "for that office" included. Would it be possible to have the language updated to something that makes it so that the highest vote getters are duly elected in the Primary.

Councilman Gambogi commented that the focus in elections is on the candidates and the ballot measures. We are here because there are candidates gaming the system with single or double shooting votes. He would like to keep it the way it is but clean up the language a bit.

Councilwoman Fruhwirth stated that she believes the Primary exists to to whittle things down, it serves a purpose. She doesn't think that the candidates got to the voters enough this year, if a majority of the community doesn't determine a winner they should go to a runoff. She doesn't want to change the Charter in a major way but does want to clarify the language. Prescott is a microcosm of everything that is going on across the nation, most people don't want to put themselves through being a candidate or being on Council.

Mr. Young commented that if the language is changed to a "vote cast" it would still require 50%, the Council calculation is different than the Mayoral because you are dividing by the number of seats. A change would reduce the amount of runoffs the city would have and would give more value to an undervote.

Councilman Moore stated that is exactly what we don't want to do is increase the value of an undervote, it reduces the overall numbers for everyone and skews the numbers.

Mayor Goode commented that he looked at elections going back 25 years and when there are a lot of candidates taking the top three it doesn't make sense.

Councilman Gambogi discussed a runoff between Ken Bennett and Perry, and one was the fourth highest vote getter, the other the fifth but then both were elected in the runoff. There is definitely a downturn after the Primary Election in forums, but the RWOP group is having one coming up. Would like to see more candidates be involved, can learn a lot between the Primary and General Election.

Member of the public Jay Ruby addressed the Council and stated that he urges

the Council to amend the Charter and stop repeat elections. The Charter needs clear language regarding multiseat elections. In 2015 the state legislature approved calculation language and it effectively tallies the votes for multiseat elections, the Biggs-Fann formula would've given the same results to elections but saved money on the repeat elections. The Council could propose a Charter amendment and put it forward to the voters, or the citizens can do so through an initiative.

Member of the public Jim Garing addressed the Council stating that the Charter language is plain and unambiguous, he discussed with Laurin Custis and she asked how many ballots were cast for Council specifically so the Charter cannot be complied with. State statute is also plain and unambiguous but does have a very specific calculation.

Member of the public Cathey Rusing addressed the Council and agreed that the Charter should be changed. As a voter, this is frustrating and it costs the city time/money, the Charter should reflect state language. Need to bring in the word "plurality" method, choice with the most voice wins for Council seats. Top three vote getters should be elected in the Primary.

Mayor asked for a poll of Council on whether to keep language the same or change to votes

- * Councilman Gambogi stated that he wants to keep the calculation as is, but reword to make it clearer how it is done

- * Councilwoman Fruhwirth agreed

- * Councilman Moore stated that he wants the Charter to align with state statute

- * Mayor Pro Tem Cantelme agreed with Councilman Moore and added that she would like the language further revised to remove "for that office"

- * Mayor Goode stated that Charter should align with state, and it should be based on votes and not ballots.

Mr. Young stated that staff can begin working on the language and then move it forward for Council review.

This item was for discussion only. No formal action was taken.

B. Presentation & Discussion Regarding an Update on the Willow Lake Management Plan.

Environmental Project Manager Jeremy Cordova and Southwest Decision Resources Consultant Lisa Clark provided the presentation regarding the Willow Lake Management Plan.

Mr. Cordova reviewed the background of Willow Lake:

- * 1912-1914 - Willow and Watson reservoirs constructed

- * 1935 - Willow Creek dam built

- * 1935-1965 - channel connecting Watson to Willow was constructed

- * 1998 - operational plan for Watson and Willow Lakes drafted, city acquired land and water from Chino Valley Irrigation District, Watson & Willow Lake Master Plan developed

- * Unique values at Willow Lake - stores city water (5,980 acre feet capacity),

provides recreation like fishing/non-motorized boating/birding/hiking/more, supports wildlife species and riparian habitat, most visitors are local

Need for Plan:

- * Watson & Willow are on the same plan but are very different
- * Coordinate Departments - clear direction to city staff
- * Meet city goals - address low water levels, water quality, sediment, vegetation management, wildlife habitat
- * Engage the community - better meet community needs and educate visitors

Ms. Clark continued the discussion, regarding the process and approach for the Willow Lake Plan.

Southwest Decision Resources Relevant Work:

- * Verde Front Sustainable Recreation Collaborative
- * Greater Prescott Trails Planning
- * Greater Chino Valley Collaborative
- * Central Yavapai Metropolitan Planning Organization
- * Rio de Flag Watershed Planning
- * Sedona Community Plan
- * Lower Gila River Collaborative

Management Plan Approach:

- * Assessment of the lake
- * Partner and Public Engagement
- * Drafts and Revisions
- * Adoption and Continued Collaboration
- * Focus - maintaining unique values of Willow Lake, improving inter-departmental coordination, building lasting relationships with key partners, sharing information with the public and continuously creating a usable plan for city staff to reference

Mayor Goode asked about the background in working with this consulting firm.

Mr. Cordova responded that it would be highly unlikely that a RSOQ would garner any additional responses and therefore a direct contract was appropriate because of the broad and varied nature of building this plan. Don't anticipate dramatic changes in management and implementation should be rather simple.

Mayor Goode added that he wants to ensure that there are measurable phases and improvements in this implementation.

Next Steps:

- * Steering Committee standing meetings
- * Working groups kickoff site visit September 18
- * Council Engagement - next Study Session will be on the draft plan content

Councilman Gambogi commented that it would be beneficial to have some metrics on the benefits of each of the recommendations for their proposals.

Councilwoman Fruhwirth asked for confirmation that approval and implementation doesn't rest with Council.

Mr. Cordova responded that staff would seek guidance from the Council on adoption of the plan, and how the department would handle that.

City Manager Dallin Kimble stated that the Council will adopt the plan and then departments will be managed from there.

Councilman Moore stated that he has many feelings regarding this habitat. There is a lot of biomass there and much of it is very unhealthy. Staff need to look at serious issues like mowing when the water is low and different methods for handling these issues. He is pleased to see that a management plan that is separate from Watson is being developed.

Member of the public Susan Drown addressed the Council regarding the southwest canopy forest area of Willow Lake. This plan is comprehensive, and she is excited about that, but the endangered species in that area needs to be paid attention to. People come to see those birds and be in that area. It is a unique and important asset and a huge economic driver.

Councilman Moore commented that he is concerned that Recreation Services is not here for this discussion, it is a red flag to him.

Mr. Cordova commented that the team had previous engagements and were not able to attend.

Mayor Pro Tem Cantelme suggested a birding festival here in Prescott.

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

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 2:16 p.m.

ATTEST:

PHILIP R. GOODE, Mayor

SARAH M. THORNHILL, 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 September 9, 2025. I further certify the meeting was duly called and held and that a quorum

was present.

Sarah M. Thornhill, City Clerk



City of Prescott

City Council - Voting Meeting

September 9, 2025 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 1st 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 City of Prescott and Prescott Regional Airport are excited to announce Prescott AirFest 2025, taking place on Saturday, October 4, 2025, from 11:00 a.m. - 3:00 p.m. at Ernest A. Love Field. This free, family-friendly event invites the community to celebrate aviation and explore one of Northern Arizona's most dynamic transportation hubs. Visitors can expect a day full of engaging activities, including airplanes on display, foodtrucks, military displays and the Prescott Fire Department's "touch-the-truck". For more information please call 928-777-1114. She added that Prescott Regional Airport and United Airlines, operated by SkyWest, recently announced a second Denver flight which will begin October 7. Additionally, the flight to and from Los Angeles has been moved to earlier in the day to help travelers with connections to other destinations.

Mayor Pro Tem Cantelme also advised that the city is continuing work on a pavement preservation and maintenance project along Prescott Lakes Parkway, between SR89 and SR69, and also along SR89, between Yavpe Connector and the Willow Lake Road roundabout. Due to unforeseen circumstances, the project schedule has been revised. The project is still scheduled to be completed on time, however, the order of work has changed. On Prescott Lakes Parkway, the two-step pavement preservation application will take place between September 8-18, and raising utility covers to the finished road grade and roadway striping has been rescheduled to September 24-26. For SR89, asphalt milling and paving operations will be underway from September 15-October 3. During this work citizens can expect crews working from 5 a.m. to 7 p.m. with night work performed as needed flagging operations and temporary traffic control changes, temporary street closures, lane restrictions, reduced speeds, construction noise and travel delays.

Finally, she stated that fire restrictions have been lifted, but everyone is encouraged to continue to be very careful with any outdoor open flames. Stay vigilant and practice fire safety at all times.

3. INVOCATION - Rabbi Susan Schanerman with Temple B'rith Shalom

4. PLEDGE OF ALLEGIANCE - Mayor Goode

5. ROLL CALL

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

6. PROCLAMATIONS

- A. Constitution Week - September 17-23, 2025
Mayor Goode presented the Proclamation.
- B. International Day of Peace - September 25, 2025
Mayor Pro Tem Cantelme presented the Proclamation.

7. PRESENTATIONS

- A. Presentation Regarding an Update on the Housing Needs Assessment

Community Development Grants Administrator Michael McInnes introduced the presentation and President Rick Merritt with Elliott Pollack & Company to provide an update on the affordable housing assessment for the City of Prescott.

Workforce or Missing Middle Housing is the main focus:

- * Households earning 60-120% of area median income
- * Earn too much for state or federal assistance, but not enough to affordably rent or purchase market rate housing
- * Often referred to as critical service personnel - teachers, police, firefighters, construction workers, etc
- * Median Age versus labor force in the area is off
- * Median Household Income - \$69,151 for homeowners
- * Housing Market - single family prices are up 63% or \$270,300 since 2019; 82% of all home sales are above \$400,000

Affordable Housing Payment Estimator:

- * \$251k unit is what would be considered affordable in Prescott
- * Vacancy rate on apartments is currently at 6% in Prescott (1 bedroom unit is approximately at what a median income household could afford)

Under Construction & Pipeline:

- * Multifamily Housing Pipeline - age restricted units, condos/townhomes, single unit BTR and traditional apartments
- * 437 under construction
- * 160 permit
- * 1,278 planned
- * 1,875 total

Housing Forecast:

- * 2025-2040 housing demand is expected to increase

Next Steps:

- * Translate the Workforce Housing policy into a formal strategy
- * Identify modifications to City Codes
- * Create a 3-year action plan
- * Engage the community

Councilwoman Fruhwirth asked about community concerns regarding the "missing middle" being tied up with Airbnbs and VRBOs which is an issue in many communities, and asked if that is something Mr. Merritt is seeing in Prescott.

Mr. Merritt responded that it is somewhat a problem here, but more so in areas like Sedona.

Mayor Pro Tem Cantelme commented on updates to city code related to ADUs and asked how that will impact the data and whether or not it actually creates more affordable housing opportunities.

B. Presentation from Epic Rides Regarding the 2025 Whiskey Off-Road

Todd Sadow with Epic Rides provided a presentation to Council regarding the background of Epic Rides and the Whiskey Off-Road annual event.

Overview:

- * Serves as a marketing vehicle to champion Prescott's brand by promoting the quantity and quality of its outdoor spaces and lifestyle
- * Since inception, utilizes a public/private partnership
- * Generates substantial revenues for local businesses during the event, and drives repeat visitors to the community throughout the year
- * Fundraising for local charities, community organizations and trail building

Purpose:

- * Direct benefits align with the city's strategic goals in economic development, quality of life and community
- * Not just about the economic benefits of the event

2025 Event:

- * 2,017 registrants and 1,813 participants
- * 14,000 total attendees (bike event attendees, spectators and concert, sponsors/media/bands/crew)
- * Demographic is largely affluent and mature with active and outdoor hobbies
- * 319 event attendees responded to this year's survey

Visitor Acquisition:

- * 20% of attendees were first-time visitors to Prescott
- * 36% of visitors visited in advance of the event to pre-ride the course
- * 75% will return to Prescott

Social Media Value:

- * Estimated at \$52,920 (\$10 for every 1,000 views, \$.50 for every interaction)
- * 54% of participants posted on social media about the event

Direct Impact:

- * Week Direct Spend - \$3.5 million
- * Estimated Tax Generated - \$320,000
- * Giving Back - \$65,000 to local non-profits
- * Return Visitor Value - \$429,055
- * Estimated Total Impact - \$4 million

Trails Experience:

- * 99% of riders responded positively regarding the course - 70% nice mix of single track/double track/jeep roads, 29% challenging but fun experience, 1% too challenging
- * In addition to the off-road course, Epic Rides asks participants to rate Prescott's trails overall

Councilwoman Fruhwirth asked if there is any information provided in the feedback regarding the trails that has specific information.

Mr. Sadow responded that they can include that in the information if the Council would like.

Mayor Pro Tem Cantelme thanked Mr. Sadow for working with the city, so the event can continue successfully here in Prescott.

Mayor Goode commented that this group has an excellent reputation and is growing to be almost international. He asked how Mr. Sadow plans to expand marketing into the future.

Mr. Sadow responded that they pride themselves on keeping marketing contemporary. Where they go from here will depend on the economic impact analysis and how the city wants to size up the event.

8. OPEN CALL TO THE PUBLIC

A. Carter LaBarge addressed the Council regarding his background in construction, he stated that the Mayor has brought back thoughtful development and order to Prescott. He discussed the "pre-determined" result to push forward discussions at the August 26 meeting, expansion to five lanes will not impact single vehicle accidents but will speed up vehicles. The roundabouts with this expansion don't make sense. While the Council did extend the comment time, the Mayor still stated that expansion needs to happen, voters request that the utilities on an expedited schedule but leave the narrows.

B. Truly Bracken addressed the Council and expressed her appreciation of Public Works staff for working with the public on accessing the website, but not everyone can do that. She stated that there should be instructions for mobile users on the website to help walk them through using the site. there is ongoing effort by staff to help with the public access and she is appreciative of that.

C. Joanne Oellers addressed the Council and asked about the phasing for the project and stated that in a section of the adopted Resolution the project should comply with the capital improvement plan and asked for an explanation on why there appears to be

a jump in that process. She also stated that she had a list of actions that BetaPR was supposed to perform, but she couldn't not find it on the website but there are things they were supposed to do which they have not and wants to know if they are being held accountable.

D. Deborah Lindsay addressed the Council and expressed her concern regarding widening the Dells. She suggested a lower and upper way through the Dells. There are only two places in the world, here and in China, that have dells like this.

E. David Bcothney addressed the Council regarding the aerial view of the dells and thinks that beginning at the roundabout at Phippen an onramp to the second layer of roadway with a view to that top layer would be amazing. It would be like an attraction for the area.

9. CONSENT AGENDA

MOTION BY COUNCILWOMAN FRUHWIRTH TO APPROVE CONSENT AGENDA ITEMS 9.A. THROUGH 9.K., EXCLUDING ITEMS 9.E., 9.F. AND 9.G.; SECONDED BY COUNCILMAN MOORE: PASSED (5 - 0)

- A. Approval of Meeting Minutes from the August 18, 2025 Special Meeting, the August 26, 2025 Executive Session, the August 26, 2025 Study Session, and the August 26, 2025 Voting Meeting.
- B. Adoption of Resolution No. 2025-1943 Approving City Contract No. 2026-068 an Intergovernmental Agreement (IGA) with Yavapai County OEM.
- C. Adoption of Multiple Resolutions Related to School Resource Officer (SRO) Service IGAs as Follows: 1) Resolution No. 2025-1939 Approving City Contract No. 2026-056 with Prescott Unified School District (PUSD) for SRO Services at Mile High Middle School; 2) Resolution No. 2025-1940 Approving City Contract No. 2026-057 with PUSD for SRO Services at Granite Mountain Middle School; and 3) Resolution No. 2025-1941 Approving City Contract No. 2026-058 with PUSD for SRO Services at Prescott High School. Funding is Available in the General Fund with a 75% Contribution from PUSD for Mile High Middle School and Granite Mountain Middle School SROs and 50% Contribution from PUSD for the Prescott High School SRO.
- D. **RVP25-002:** Revision of Plat to Combine all Portions of Lots 9, 10 and 11 First Amended Plat of Block 13 Dameron Tract with Those Portions of Block 16 Dameron Tract, Abandoned Rock Street and Block 4 Brannen Tract to Create One New Lot. Site Zoning: Multi-Family High Density (MF-H). Location: APNs 113-07-089, 113-08-031, -032, -033, -066 and -067.
- E. Approval of City Contract No. 2026-069 for the Lease of Property at 6575 Crystal Lane at Prescott Regional Airport - Ernest A. Love Field.

This item was pulled from the Consent Agenda by Mayor Pro Tem Cantelme for further discussion and she thanked Airport Director Rick Crider for working so hard on the additional air service, and asked him to speak to the lease

agreement.

Mr. Crider addressed the Council and stated that this is something the Council previously provided direction on and this will now increase rent received for this piece of property and extends a company with decades of background in our community.

Mayor Goode thanked Mr. Crider for working on addressing increasing leases to market rate and stated that this is a good example of that.

MOTION BY MAYOR PRO TEM CANTELME TO APPROVE CITY CONTRACT NO. 2026-069; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

- F. Approval of Acceptance of a Federal Aviation Administration (FAA) Grant #3-04-0030-58-2025 for Realignment of Taxiway F in the Amount of \$389,195.00.

This item was pulled from the Consent Agenda by Mayor Pro Tem Cantelme for further discussion.

Mayor Goode commented that realignment of Taxiway F is a significant project with a minimal contribution by the city.

MOTION BY MAYOR PRO TEM CANTELME TO APPROVE FAA GRANT ACCEPTANCE; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

- G. Adoption of Resolution No. 2025-1946, Approving City Contract No. 2026-103, and Adoption of Resolution No. 2025-1947, Approving City Contract No. 2026-104 Authorizing the City to Enter into Two (2) Intergovernmental Agreements (IGA) with the State of Arizona.

This item was pulled from the Consent Agenda by Mayor Pro Tem Cantelme for further discussion.

Airport Director Rick Crider addressed the Council and stated that these IGAs will address a need for flex-space in this area to help address needs for the forest service and firefighters. There are two separate grants that will help fund this project and both have been awarded which will be beneficial for these projects. It is a 100% award, and he is excited about it.

Mayor Goode commented on the assistance from Senator Mark Finchem on these items and stated that it is a significant contribution from the state in a challenging budget.

MOTION BY MAYOR PRO TEM CANTELME TO ADOPT ITEM 9G.; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

- H. Approval of City Contract No. 2026-065 with Harris Auction for Vehicle Auction Service.

- I. Adoption of Resolution No. 2025-1945 Amending Portions of the Citywide Fee Schedule for Fiscal Year 2025-26.
- J. Approval of City Contract No. 2025-163A1, an Amendment to City Contract No. 2025-163 with Epic Rides for One Additional Year of Sponsorship for the Whiskey-Off Road Event.
- K. Approval of Settlement Agreement with Kimley-Horn Related to On-Call Professional Design Service.

10. REGULAR AGENDA

- A. Discussion & Consideration Regarding Possible Adoption of Resolution No. 2025-1944 Approving Updates to the Council Rules of Procedure.
City Clerk Sarah Thornhil reviewed the revisions to the Council Rules of Procedure related to expectations for decorum by the public.

Mayor Goode commented that these are all appropriate given some of the overall public comment practices that have taken place. This makes the process and expectations clear for the public. Everyone has a right to make their comments without everyone weighing in on whether they agree or do not.

Councilman Moore commented that it is not uncommon that people fill out a comment card for someone who isn't here so he wonders if that should be addressed too. Say what you mean and mean what you say, there have been times where we have stated that there isn't clapping or booing and it continues but we have to follow through with that.

Mayor Goode responded that as long as it meets the requirements he is ok with that.

Councilwoman Fruhwirth asked about Item C and groups that want to address the Council they may want more time than three minutes.

Ms. Thornhill stated that she can update the time limit to whatever the Council feels is appropriate.

Mayor Goode stated those individuals should submit a request for a presentation form for a voting meeting.

Councilwoman Fruhwirth reiterated that something that is already on an agenda and a group of people want to provide comments, how would the Council handle that.

Mayor Goode responded that if they are all speaking to different topics within the same topic. Balance between transparency, and having public comment be made without having a long discussion that should be a presentation to the Council.

Councilwoman Fruhwirth added that there were materials that were included in a Council packet and that didn't get included and asked if that can be included in a future update.

Member of the public Cathey Rusing commented that the Council cannot erode the public's first amendment rights. She agrees that there needs to be balance, but according to her research, she thinks there should be polite clapping allowed because it is free speech and good feedback to the elected officials. She added that she has a problem with Section E and wants to ensure that there is language which allows for the public to request staff presentation materials to be placed back on the screens for discussion.

Mayor Goode commented that members of the public can still reference something that is part of the presentation materials, and these changes don't preclude that. Free speech is not completely unrestricted, just like you can't yell "fire" in a theater, the Council needs to be able to conduct meetings in an effective manner.

Councilwoman Fruhwirth commented that if she didn't have reference to this discussion she would agree that it isn't clear.

Ms. Thornhill responded with the language to be added at the end of the section to read "staff presentations may be placed back on the projection screens upon the request of the public speaker/commenter during discussion."

MOTION BY COUNCILMAN GAMBOGI TO ADOPT RESOLUTION NO. 2025-1944 WITH MODIFICATIONS AS DISCUSSED; SECONDED BY COUNCILMAN MOORE: PASSED (5 - 0)

B. Presentation & Public Hearing Regarding the CDBG Program Year 2024 Consolidated Annual Performance Evaluation Report (CAPER)

Grants Administrator Michael McInnes provided a presentation to the Council regarding the CAPER for 2024 program year. This is a HUD report and document which is required annually to summarize program performance for the completed program year. Documents progress toward meeting the goals outlined in the Consolidated Plan and Action Plan, and allows HUD to assess the city's management of CDBG funds and compliance with regulations. Gives citizens the opportunity to review and participate.

Accomplishments for 2024:

- * People Who Care — served 317 residents; 5,100 services provided, 81,200 miles driven by volunteers

- * New Horizons — transported 152 lane miles for residents to medical appointments

- * Prescott Meals on Wheels — served 614 clients with funding

- * US Vets Homeless Outreach Program - \$117,925 invested to provide 14,265 nutritious meals and 24 emergency hotel nights to veterans experiencing homelessness

People Who Care representative addressed the Council regarding the program that relies entirely on grant funding. 95% of neighbors are over 80 years old and depend on the city's funding to continue living more independently in their home. He thanked Mary Ann Suttles for her work on the Committee.

CDBG Infrastructure Project Updates:

- * Adult Center Storage Facility - environmental review completed, will benefit 800 elderly adults
- * Coalition for Compassion & Justice - environmental review completed for manufactured home project providing affordable housing
- * US Vets Officer's Quarters - environmental review completed, will provide 23 housing units for formerly homeless veterans

Minor Home Repair Program & Prescott Cares Update:

- * Sheri Heiney addressed the Council regarding the updates. The Prescott Chamber of Commerce Foundation was established in 2005 and conducted the first housing study
- * Foundation administers the Minor Home Repair Program funded through CDBG and Prescott Cares through CDBG-CV
- * Provides an opportunity to assist those in the lowest bracket of funding annually, approximately \$100,000 funds dedicated to helping with rental assistance; will be able to assist with 6 months of rental assistance for the seniors that came and addressed the city a few months ago
- * Provides critical short term relief while residents work on long term solutions
- * Minor Home Repair Program goal was to help with minor home repair grants and have \$86,000 to work with - there are six applications being reviewed currently; these are incredibly helpful for things like running hot water, roof repairs, etc.

Mayor Goode commended Mr. McInnes on the work he has done with the city's CDBG program.

Councilwoman Fruhwirth congratulated the CDBG group for the amazing work they are doing, as well as all the volunteers who contribute.

MOTION BY MAYOR PRO TEM CANTELME TO CLOSE THE PUBLIC HEARING; SECONDED BY MAYOR GOODE: PASSED (5 - 0)

- C. Approval of City Contract No. 2026-106 with Yavapai County for the Use of the Home of My Own Program Plan.

Community Development Director Chelsea Walton addressed the Council and provided a presentation to the Council. She thanked the Workforce Housing Committee and Mayor Pro Tem Cantelme for prioritizing this in the groups short-term goals. This will allow the city to use the program plans to help in the development of workforce housing in Prescott in a timely manner. Yavapai County created three home plans that are available at no cost to citizens through this program. These reduce costs and shorten permit timeline.

Plans:

- * One bedroom - 576 to 607 livable square feet, with option for garage or carport

- * Two bedroom - 780-1080 livable square feet, with options for garage or carport
- * Three bedroom - 1,300-1,613 livable square feet with a few options for layout

Contract Services & Duties:

- * Plans are to facilitate construction of affordable housing within the city
- * Plans are not to be shared with any other governmental entity
- * No fees are to be charged for use of plans
- * Plans are valid for the 2018 building code cycle (when 2024 codes are adopted there will be a contract amendment)
- * Homeowners using the plans are required to obtain all other required services to construct housing
- * Plans can only be used with no modifications before or during construction

Mayor Goode asked if there is an estimate on the amount of time and cost saved by using these plans.

Ms. Walton responded that she doesn't have cost off the top of her head, but with the caveat that this plan goes on a graded lot it would be similar to what we see with mass graded subdivision plans where the city is turned around within five days. Significantly reduces the timeframe.

Mayor Pro Tem Cantelme commented that while architects vary on charges, it could be \$7,000-10,000 for the smaller unit alone. Additionally, this will be streamlined into the workforce housing policy it can help expedite especially for nice flat lots.

Yavapai County Director of Development Services Jeremy Dye addressed the Council regarding the program getting started in about 2020. This has been very well received overall and Development Services won an award for the program. Overtime there have of course been bumps in the road, and to accommodate that they have rolled out a second set of each set so there are six total plans. The biggest complaint is that people would want to make changes, but they can't. Changes can be made after CofO is received and the homes are designed to allow for that.

Councilman Gambogi asked how many options there are for houses, if they are pre-fab or stick built and what the cost per square foot is.

Mr. Dye responded that there are two for each of the bedroom options for a total of six, they are stick built. He added that prices fluctuate, so it is difficult to estimate the total costs. When the program started, a one-bedroom could be built for under \$100,00 but that isn't really the case anymore could be in the \$250,000-300,000 range which would be a significant cost savings over the current median home price. The County has issued 39 CofOs since the program started, and the three-bedroom option is the most popular.

MOTION BY COUNCILMAN GAMBOGI TO APPROVE CITY CONTRACT NO. 2026-106; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

11. ADJOURNMENT

Quote: "The God who gave us life, gave us liberty. Can the liberties of a nation be secure when we have removed the conviction that these liberties are a gift of God." - Thomas Jefferson

There being no further business to discuss, Mayor Goode adjourned the meeting at 5:15 p.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. THORNHILL, 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 September 9, 2025. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: City Clerk
ITEM #: 9.B
SUBJECT: Approval of Appointment of Members to the Fire Board of Appeals, the Civic Enhancement Committee, the Prescott Preservation Commission, and the Tourism Advisory Committee; and Appointment of Chair to the Fire Board of Appeals.

ITEM SUMMARY

This item is presented for consideration and approval of the Council Subcommittee on Appointments recommendations to fill a vacancy on the Building Safety Advisory and Appeals Board. Staff recommends filling the vacancy in accordance with the Council Subcommittee on Appointments recommendations in Attachment A.

BACKGROUND

In May 2023, the City Council adopted Resolution No. 2023-1850 which established a Council policy for membership on Boards, Commissions and Committees, and set forth the procedures for making appointments. The appointment process provides for review and recommendation of applicants by the Council Subcommittee on Appointments, and presentation to the full Council for approval.

The Council Subcommittee on Appointments held a meeting on September 2, 2025 to review submitted applications and determine their recommendations for appointments to forward to the City Council for approval.

Staff recommends appointment as recommended, as well as appointment of Robert Betts as Chair of the Fire Board of Appeals and directing the Fire Board of Appeals to nominate a Vice Chair from its membership for appointment at a future City Council meeting.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve appointment in accordance with recommendations

ATTACHMENTS

1. BCC Appointment Recommendations

Fire Board of Appeals Terms Ending 3/2027(2) Term Ending 3/2026(1)	
Robert Betts Robert Gebel Roger Seewald Robert Betts – Chair Vice Chair to be nominated by board for future Council appointment	9/2025 - 3/2027 9/2025 – 3/2027 9/2025 – 3/2026

Civic Enhancement Committee Term Ending 12/2026	
Mark Jacobs	9/2025 - 12/2026

Prescott Preservation Commission Terms Ending 3/2026	
Michael King	9/2025 - 3/2026

Tourism Advisory Committee Terms Ending 3/2026	
Michael Pantialione	9/2025 - 3/2026



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Fire Department
ITEM #: 9.C
SUBJECT: Approval of City Contract No. 2023-082A1, an Amendment to City Contract No. 2023-082 Between the City of Prescott and Granite Mountain Training for Clinical and Field Training Opportunities for Field Clinicals with the Fire Department.

ITEM SUMMARY

This item is for the approval of a non-financial agreement with Granite Mountain Training, a non-profit corporation, to provide supervised vehicular and clinical training for Paramedics enrolled in Emergency Medical Technician (Basic, Intermediate, and Paramedic) courses. Under this agreement, Paramedics will have the opportunity to participate in ride-alongs on City vehicles, receive extrication training, and engage in other skill development activities as determined appropriate by both parties.

All training will be conducted in compliance with the protocols established by the Arizona Department of Health Services, Arizona Administrative Rules, Arizona Revised Statutes, as well as the policies and protocols currently in effect with the City of Prescott.

BACKGROUND

The Prescott Fire Department is an all-hazards response agency providing Advanced Life Support services to the community. As part of local emergency medical services (EMS) training programs, Paramedics are required to complete field clinical rotations to meet state-mandated requirements and to gain essential hands-on experience. This agreement establishes the framework for those training opportunities, including the terms, general requirements, termination provisions, indemnification, and risk management procedures. The proposed amendment will extend the agreement for an additional three years, ensuring the continued partnership and support of Paramedic clinical training.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve City Contract Amendment No. 2023-082A1

ATTACHMENTS

1. 2023-082 - GRANITE MOUNTAIN TRAINING - 10.11.2022
2. 2023-082A1 - Granite Mountain Training Agreement for Clinical and Field Training



City Contract No. 2023-082

**AGREEMENT for CLINICAL AND FIELD TRAINING
Between the City of Prescott
and
Granite Mountain Training**

WHEREAS, THE CITY OF PRESCOTT ("CITY") has determined that providing educational clinical field training opportunities for students in emergency medical technician training programs will enhance the public purpose of promoting general public safety by properly training such students; and,

WHEREAS, the CITY of Prescott's Fire Department provides emergency medical services to the citizens of and visitors to the CITY of Prescott and surrounding communities, which services offer an opportunity for clinical and field training to students in emergency medical technician training programs to gain opportunities; and,

This Agreement ("Agreement") is entered into by and between the CITY OF PRESCOTT through its Fire Department, hereinafter referred to as CITY, and GRANITE MOUNTAIN TRAINING, an Arizona non-profit corporation, hereinafter referred to as "GRANITE MOUNTAIN", on this 11th day of October, 2022, for and in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth below. All rights and obligations of the parties shall be governed by the terms of this Agreement, its Exhibits, Attachments and Appendices, which together shall be referred to as the "Agreement".

PURPOSE

This Agreement is a non-financial agreement for the purpose of delineating the duties and responsibilities of the parties as CITY provides supervised vehicular and/or clinical training for students of GRANITE MOUNTAIN taking Emergency Medical Technician Basic, Intermediate and Paramedic courses, ride-alongs on City vehicles, extraction training, and other skill training as deemed necessary and appropriate by the parties. All training shall adhere to the established protocols set forth by the Arizona Department of Health Services, Arizona Administrative Rules, and Arizona Revised Statutes.

GENERAL AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth:

- A. CITY Staff means a person employed by the CITY for the purpose of training, coordinating, or administering Student activities and training under the Program.
- B. Clinical Training means the supervised clinical training provided by CITY, more specifically set forth on Attachment A.
- C. Curriculum means the curriculum identified in the U.S. Department of Transportation, National Highway Traffic Safety Administration, EMT-Paramedic: National Standard Curriculum (1998), or any subsequent current revision of the same.
- D. Director means the GRANITE MOUNTAIN employee who serves as their Program Director, or their authorized delegate, who is responsible for course planning, organization, administration, periodic review, program evaluation, continued development, and effectiveness of GRANITE MOUNTAIN'S educational program to train students to become certified emergency medical technicians or emergency paramedics.
- E. Program means the GRANITE MOUNTAIN program of instruction in Clinical Training or Vehicular Training as provided by the CITY and more specifically set forth in the Attachments hereto.
- F. Student means any person registered with GRANITE MOUNTAIN and enrolled in the Program.
- G. Vehicular Training means supervised training in the use of emergency vehicles provided by CITY and more specifically set forth in Attachment B.

2. COMMENCEMENT and DURATION

This agreement will commence, and the CITY will begin to offer clinical and vehicular training on the date of execution of this Agreement and will continue for a period of three (3) one (1) year terms, unless either party gives the other written notice of its intention to terminate the agreement as provided herein.

3. **NOTICE**

Notice under this Agreement shall be given by personal delivery or by registered or certified mail to the addresses set forth below. Notice by personal delivery shall be effective upon the date of such delivery and service by mail shall be effective upon receipt by the party to whom addressed or three (3) days after deposit, postage prepaid, with the United States Postal Service, unless otherwise indicated in said notice.

Notice to CITY:

CITY OF PRESCOTT FIRE DEPARTMENT
1700 Iron Springs Rd.
Prescott, AZ 86305
Phone: (928) 777-1700

Notice to GRANITE MOUNTAIN:

GRANITE MOUNTAIN TRAINING
915 Hinman St.
Prescott, AZ 86305
Phone: (928) 273-3342

4. **GENERAL REQUIREMENTS**

- A. The terms of this Agreement shall be construed in accordance with Arizona law; any action thereon shall be brought in the appropriate court in the County of Yavapai, State of Arizona.
- B. The CITY shall, without limitation and at its own expense, obtain and maintain all licenses, permits and authority to do business, render services and perform work under this Agreement, and shall comply with all applicable federal, state and local laws.
- C. Either party may request immediate removal of any person from field/clinical rotations, whether student or instructor, if the party has reasonable cause to believe the person is in violation of the CITY'S or GRANITE MOUNTAIN'S policies of acceptable behavior. The CITY may immediately remove any student from field/clinical rotations and the Program, if the CITY has reasonable cause to believe the student is in violation of the CITY'S or GRANITE MOUNTAIN'S policies of acceptable behavior.

5. AMENDMENTS AND INTEGRATION

This Agreement represents the entire and integrated Agreement between the CITY and GRANITE MOUNTAIN 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 GRANITE MOUNTAIN. 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.

This Agreement contains all of the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver, of any defense, in a suit brought against GRANITE MOUNTAIN or the CITY in any State or Federal Court.

6. ASSIGNMENT

Neither party may assign any rights, liability, obligations or duties under this contract without the prior written consent of the other party.

7. DEFAULT AND FORCE MAJEURE

In the event CITY fails to perform its obligations under this Agreement or otherwise materially breaches this Agreement, the Director may suspend, modify or recommend that GRANITE MOUNTAIN terminate this Agreement immediately upon written notice to the CITY. Either party may terminate this Agreement upon the happening on any event of force majeure which would jeopardize the ability of such party to perform any of its obligations hereunder. Neither party shall be liable to the other in fulfillment of their mutual obligations under this Agreement arising out of or caused directly or indirectly, by forces beyond their control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

8. TERMINATION

- A. This Agreement will commence on the date of execution and will continue for a period of three (3) one (1) year terms, unless either party gives the other written notice of its intention not to renew the agreement at least thirty (30) days prior to the termination date of a one-year term.

- B. Either party may terminate this Agreement by delivering written notice of intent to terminate to the other party not less than thirty (30) days prior to the termination date of the then current one-year term. Termination shall only be effective on the termination date of the then-current term, and no termination shall affect the students who are currently enrolled in the clinical or vehicular program at the time of termination; any student in good standing who is assigned to clinical/vehicular training, at the time of termination, will be allowed to complete the current semester's clinical/vehicular training assignments. A.A.R., R9-25-304 B2.
- C. The parties do not anticipate joint purchase of any property under this Agreement. Upon termination of this Agreement, each party shall retain the property owned by that party, and if a party is in possession of property owned by the other party, the property shall be returned to the party owning the property.

9. **SEVERABILITY**

Any provision of this Agreement which a court of competent jurisdiction determines to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.

10. **STRICT COMPLIANCE**

Acceptance by either party of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for any other performance or any future performance obligations. Any waiver of the performance obligations under this Agreement must be in writing and signed by the waiving party.

11. **INDEMNIFICATION**

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

12. **INSURANCE**

GRANITE MOUNTAIN and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement 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 GRANITE MOUNTAIN, its 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 Agreement.

The CITY in no way warrants that the minimum limits contained herein are sufficient to protect GRANITE MOUNTAIN from liabilities that might arise out of the performance of the work under this Agreement by GRANITE MOUNTAIN, his agents, representatives, employees, or subcontractors. GRANITE MOUNTAIN 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 GRANITE MOUNTAIN even if those limits of liability are in excess of those required by this Agreement.
2. GRANITE MOUNTAIN'S insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

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

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

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

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

All certificates required by this Contract shall be sent directly to Risk Management Division, City of Prescott Legal Department, 221 South Cortez Street, Prescott, AZ 86303. The CITY contract number and project description shall be noted on the certificate of insurance. The CITY reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

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

Commercial General Liability – Occurrence Form:

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

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

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

"The CITY of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of named insured/Granite Mountain."

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL)	\$ 1,000,000
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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 named insured/Granite Mountain."

Worker's Compensation and Employer's Liability:

Workers' Compensation Employer's Liability	Statutory
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 GRANITE MOUNTAIN.

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

Prior to commencement of the Program under this Agreement, GRANITE MOUNTAIN shall provide CITY with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

13. **SAFEGUARDING OF PATIENT INFORMATION**

Each party will treat medical records of all patients as confidential and comply with all federal and state laws and regulations regarding the confidentiality of patient records. Each party agrees to comply with the requirements of the standards of privacy for individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). GRANITE MOUNTAIN will assure that all students have received sufficient instruction in and are competent to act in compliance with all federal and state laws and regulations regarding the confidentiality of patient records and the standards of privacy for individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

14. **RIGHTS IN DATA**

Subject to FERPA, HIPAA and applicable state laws, the parties shall have the use of data and reports resulting from this Agreement without cost or restriction except as may be established by law or applicable regulation.

15. NON-DISCRIMINATION

With regard to GRANITE MOUNTAIN'S agreements herein and during its performance of this Agreement GRANITE MOUNTAIN 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. GRANITE MOUNTAIN 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.

16. FINANCIAL CONSIDERATION

Each party shall be responsible for the expenses it incurs under this Agreement in providing the Program. The parties anticipate that no funds will be exchanged between the parties.

17. RESPONSIBILITIES OF THE CITY

- A. When planning for observation and practical experience for the Students. CITY will establish and use proper administrative procedures acceptable to GRANITE MOUNTAIN.
- B. CITY will provide supervision and instruction of Students enrolled in the Program pursuant to ARS § R9-25-312, or other law applicable to the supervision and instruction of students in emergency medical services.
- C. CITY will stipulate that Students and CITY Staff participating in the Program adhere to GRANITE MOUNTAIN policies, rules and regulations.
- D. CITY will specify that each person, whether Student or CITY Staff, participating in the Program needs to meet the same health standards required of employees of GRANITE MOUNTAIN and/or CITY. Either party may, at any time and for reasonable cause, request a Student or CITY Staff to submit to a physical examination by a licensed physician. Payment of the costs for such physical examination shall be the responsibility of the Student or CITY Staff being examined. For the purposes of this Agreement, the term "reasonable cause" will include, but not be limited to, signs of drug or alcohol use during training.
- E. CITY will assign a professional, qualified CITY Staff to liaise with GRANITE MOUNTAIN concerning the training of each Student in the Program.
- F. CITY will establish and maintain records of the logging of date, time in and time out for each Student in the Program and shall prepare any reports or further records necessary for the Program as agreed between GRANITE MOUNTAIN and CITY. CITY will not give out student information to another entity without

written consent from GRANITE MOUNTAIN (in compliance with FERPA laws).

- G. CITY will ensure that Student dress and grooming is appropriate for the Program. CITY may immediately suspend any Student from the Program if the Student fails to comply with the dress or grooming standards.
- H. CITY will provide vehicular extraction training for Students.

18. **RESPONSIBILITIES OF GRANITE MOUNTAIN**

- A. GRANITE MOUNTAIN will provide facilities suitable to the needs of the Program as agreed upon between GRANITE MOUNTAIN and CITY.
- B. GRANITE MOUNTAIN will assign a professional, qualified person to liaise with CITY concerning the training of the Students in the Program.
- C. GRANITE MOUNTAIN will provide to CITY a list of Students who will participate in each Program prior to the commencement of the Program.
- D. Prior to commencement of the Program, GRANITE MOUNTAIN will provide to CITY a curriculum outline and objectives, as specified in Attachment C hereto, and any necessary training aids and data relating to the various training phases of the Program.
- E. GRANITE MOUNTAIN will provide a copy of its policies, rules and regulations to CITY and shall keep CITY informed of changes to such which affect the Program, Students and CITY Staff.
- F. GRANITE MOUNTAIN shall designate for participation in this Program only those students who have successfully completed the academic training necessary for their successful participation in the designated Program and are in good standing with the CITY and its Fire Department. GRANITE MOUNTAIN will ensure that Students recommended to the CITY for participation in the CITY'S clinical training shall have demonstrated competence in skills and knowledge in the didactic and laboratory components of GRANITE MOUNTAIN'S course of training in compliance with the United States Department of Transportation, National Highway Traffic Safety Administration, EMT-Paramedic: National Standard Curriculum (1998). The required competence and skill of Students shall include but not be limited to basic competencies and skills in communication, documentation, and pharmacology math, the Prerequisites and preparatory competencies section materials that are identified in the course introductory materials under the heading "The EMT-Paramedic: National Standard Curriculum, Prerequisites" of the Curriculum, the psychomotor skills recommended by the Curriculum, including but not limited to airway and ventilation maintenance and patient assessment, all sufficient to competently participate in the Program.

- G. GRANITE MOUNTAIN shall ensure that all students recommended for participation in the Program have received sufficient instruction and are competent to act in compliance with all federal and state laws and regulations regarding the confidentiality of patient records and the standards of privacy for individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- H. GRANITE MOUNTAIN shall ensure that all students and clinical instructors completing clinical activity at the CITY Fire Department are in compliance with all employee health standards and requirements of the CITY and the specific department of student placement which will include any or all of the following : negative TB skin test or negative chest x-ray, within 12 months prior to the start of this clinical experience, Measles/Mumps/Rubella immunization, HCP CPR card, Hepatitis B immunization or signed waiver and appropriate level of education required for the student's participation concerning OSHA Blood Borne Pathogen Regulations and Universal Blood and Body Fluids Precautions.
- I. GRANITE MOUNTAIN shall immediately remove from the CITY Program any staff member identified as unacceptable by the CITY and GRANITE MOUNTAIN.
- J. GRANITE MOUNTAIN shall immediately remove from the CITY Program and participation in the Program any student identified as unacceptable by the CITY.
- K. GRANITE MOUNTAIN shall continue to maintain its tax-exempt status pursuant to Internal Revenue Code 501(c)(3) and remain in good standing; and, as part of this Agreement, shall provide to CITY a copy of a submitted IRS 990 form on an annual basis prior to each 1-year renewal period.

19. **MUTUAL RESPONSIBILITIES OF GRANITE MOUNTAIN AND CITY**

- A. GRANITE MOUNTAIN and CITY will confer at such times as mutually agreed upon to evaluate the educational performance of the Students.
- B. The Program and GRANITE MOUNTAIN do not consider participating Students employees of the CITY for liability or Workers' Compensation purposes; but, rather as a student in the Program phase of the Student's educational development.

- C. GRANITE MOUNTAIN expressly agrees neither it nor GRANITE MOUNTAIN'S Staff or participating students are City employees, and they are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. GRANITE MOUNTAIN agrees that consistent with such status, and that neither it, its staff or its Students will hold themselves out nor claim to be an officer or employee of the City by reason thereof, and that they 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.
- D. The number of Students enrolled in the clinical vehicular section of the Program shall be mutually agreed upon by the parties in writing, prior to each training period commencement.
- E. This Agreement shall be subject to cancellation pursuant to Arizona Revised Statutes Section 38-511, the terms of which are hereby incorporated by reference as if fully set forth herein.

20. WAIVER OF JURY TRIAL

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.

21. WAIVER OF ATTORNEY'S FEES

The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law.

22. COMPLIANCE WITH FEDERAL AND STATE LAWS

GRANITE MOUNTAIN understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

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

23. **NO AGENCY RELATIONSHIP**

Nothing in this Agreement shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the Contract shall be that of independent contractors, not joint venture, agent or business partners.

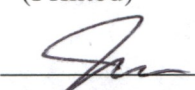
24. **SAVINGS (Severability) AND NON-WAIVER**

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Granite Mountain Training

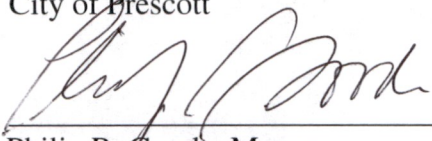
NAME: Joseph Au
(Printed)

SIGNATURE: 

TITLE: Director

City

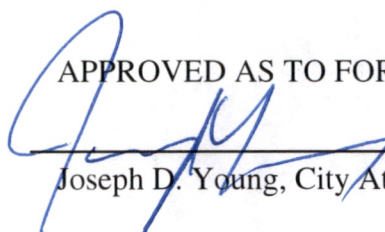
City of Prescott


Philip R. Goode, Mayor
City of Prescott

ATTEST:


Sarah M. Siep, City Clerk

APPROVED AS TO FORM:


Joseph D. Young, City Attorney

ATTATCHMENTS

ATTACHMENT A CLINICAL TRAINING

The following is a listing of the skills and procedures that the Paramedic Students of GRANITE MOUNTAIN may perform while in Clinical Training.

- l) Emergency Paramedics shall be competent in advanced airway support techniques, advanced physical assessment techniques and parenteral drug therapy.
 - A. Skills that the Paramedics shall be trained to perform:
 - 1) Manages Airway management via Endotracheal Intubation, insertion of Esophageal Obturator Airway, Cricothyrotomy, and ventilate unintubated patients of all ages.
 - 2) Initiates Gastric suctioning via insertion of a nasal gastric tube.
 - 3) Safely gain venous access and administer agents in all age groups.
 - 4) Initiate and maintain peripheral intravenous fluid therapy.
 - 5) Initiate and maintain central line fluid therapy.
 - 6) Administer medications as approved by the Arizona Department of Health Services
 - 7) Draws blood (Phlebotomy)
 - 8) Perform Needle Throacostomy
 - 9) Provides Cardiac Defibrillation or Synchronized Cardioversion.
 - 10) Perform comprehensive assessment, formulate and implement a treatment plan, for all age groups, with various pathologies and complaints. As stated in R9-2S-308 of the AZ DHS Rules and Regulations.

During all training aspects, all students will be precepted by CITY personnel with two years experience in their respective certification levels as stated in AZ Health Services R9-2S-312 D. During Clinical Training, this is usually a Doctor, Nurse, Nurse Practitioner, Anesthesiologist, or Paramedic depending on the rotation.

All on-line protocol procedures outlined for the Paramedic student may be conducted only under the direct supervision of preceptors and only after receiving direction from medical control.

ATTACHMENT B VEHICULAR TRAINING

The following is a listing of the skills and procedures that the Paramedic students of GRANITE MOUNTAIN may perform while in Vehicular Training. While in Vehicular Training, the Paramedic students will be precepted by a Paramedic who has been certified for more than two years in the State of Arizona.

II) Emergency Paramedics shall be competent in advanced airway support techniques, advanced physical assessment techniques and parenteral drug therapy.

A) Skills that the Paramedics shall be trained to perform:

- 1) Manages Airway management via Endotracheal Intubation, insertion of Esophageal Obturator Airway, Cricothyrotomy, and ventilate intubated patients of all ages.
- 2) Initiates Gastric suctioning via insertion of a nasal gastric tube.
- 3) Safely gain venous access and administer agents in all age groups.
- 4) Initiate and maintain peripheral intravenous fluid therapy.
- 5) Initiate and maintain central line fluid therapy.
- 6) Administer medications as approved by the Arizona Department of Health Services
- 7) Draws blood (Phlebotomy)
- 8) Perform Needle Thoracostomy
- 9) Provides Cardiac Defibrillation or Synchronized Cardioversion.
- 10) Perform comprehensive assessment, formulate and implement a treatment plan, for all age groups, with various pathologies and complaints. As stated in R9-25- 308 of the AZ DHS Rules and Regulations.
- 11) In Vehicular settings only: Serve as a team leader in a variety of pre-hospital emergency situations.

During all training aspects, all students will be precepted by CITY personnel with two years experience in their respective certification levels as stated in AZ Health Services R9-25- 312.D. During Vehicular Training, this is usually a Nurse or Paramedic depending on the rotation.

All on-line protocol procedures outlined for the Paramedic student may be conducted only under the direct supervision of preceptors and only after receiving direction from medical control.

ATTACHMENT C
EMT BASIC
CLINICAL VEHICULAR TRAINING

The following is what the EMT Basic may perform; not to exceed their scope of practice.

Emergency Medical Technician Basics shall be competent in basic assessment

A) The student should interview, assess, and record the patient history and assessment.

Patient information

1. Chief complaint
2. Level of consciousness (AVPU) -mental status
3. Systolic blood pressure for patients greater than 3 years old
4. Skin perfusion (capillary refill) for patients less than 3 years old
5. Skin color and temperature
6. Pulse rate
7. Respiratory rate and effort

Administrative information

1. Time Incident Reported
2. Time Unit Notified
3. Time of Arrival at Patient
4. Time Unit Left Scene
5. Time of Arrival at Destination
6. Time of Transfer of Care

B) The student may perform the skills that are approved and regulated by The Arizona Department of Health Services. Students will not perform any skill they have not yet covered in the classroom setting.

During all training aspects, all students will be precepted by CITY personnel with two years experience in their respective certification levels as stated in AZ Health Services R9-25- 312 D. During Clinical Training, this is usually a Doctor, Nurse, Nurse Practitioner, Anesthesiologist, or Paramedic depending on the rotation.

All on-line protocol procedures outlined for the EMT Basic student may be conducted. only under the direct supervision of preceptors and only after receiving direction from medical control.

2023-082A1

**AMENDMENT NUMBER ONE
TO
CLINICAL AND FIELD TRAINING AGREEMENT
BETWEEN
THE CITY OF PRECOTT
AND
GRANITE MOUNTAIN TRAINING**

WHEREAS, the City of Prescott, an Arizona municipality ("City") and Granite Mountain Training, an Arizona non-profit corporation, entered into an Agreement (City Contract No. 2023-082) on October 11, 2022, for clinical and field training for students in emergency medical technician training programs that involve the City Fire Department; and,

WHEREAS, City Contract No. 2023-082 is set to expire on October 10, 2025; and,

WHEREAS, the parties wish to continue their contractual relationship under the same terms and conditions contained in City Contract No. 2023-082, with the sole exception of extending the term of the Agreement; and,

WHEREAS, this is both a non-financial Agreement and involves the provision of Professional Services, and as such, does not need to be competitively bid; and,

WHEREAS, the parties mutually desire to extend this Agreement for an additional three (3) year period, commencing on October 11, 2025 and expiring on October 10, 2028; wish to recognize the relocation of the Fire Department Administration into the new City Hall on N. Montezuma Street for legal notices; and wish to provide some general language clean-up of the underlying Agreement to more accurately reflect the relationship between the parties; and,

WHEREAS, amending the Agreement (City Contract No. 2023-082) for an additional three (3) year term is in the best interests of the City of Prescott.

NOW THEREFORE, the parties mutually agree that City Contract No. 2023-082 is hereby amended (City Contract No. 2023-082A1) as follows:

SECTION ONE. "Paragraph 2. COMMENCEMENT AND DURATION"

This agreement will expire on October 10, 2028, unless either party gives the other written notice of its intentions to terminate the agreement as provided herein."

SECTION TWO. Paragraph 3 shall be amended to reflect the current location of the Prescott Fire Department Administrative Offices at the new City Hall on North Montezuma Street, as follows:

"3. NOTICE

Notice to CITY:
City of Prescott Fire Department
Prescott City Hall
201 N. Montezuma Street
Prescott, AZ 86391
Phone (928) 777-1700"

SECTION THREE: Attachment A Clinical Training, Paragraphs I A. (Page 15 of 22) is amended as follows:

“A. Skills that Paramedics shall be trained to perform.” shall now read “A. Skills that the Paramedic Student shall be trained to perform.”

SECTION FOUR: Attachment B, Vehicular Training, Paragraph IIA. (page 16 of 22) is amended as follows:

“A. Skills that Paramedics shall be trained to perform.” shall now read “A. Skills that the Paramedic Student shall be trained to perform.”

SECTION FIVE: All remaining provisions to the original Agreement (City Contract No. 2023-082) not otherwise amended by this Amendment Number One (City Contract No. 2023-082A1) shall remain in full force and effect.

SECTION SIX: Granite Mountain will provide the City with updated Proofs of Insurance as required in the underlying Agreement (City Contract No. 2023-082).

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS FIRST AMENDMENT TO AGREEMENT TO BE SIGNED ON THEIR BEHALF BY THEIR DULY AUTHORIZED REPRESENTATIVES.

FOR: CITY OF PRESCOTT:

By: _____

PHILIP R. GOODE, Mayor

FOR: GRANITE MOUNTAIN TRAINING

By: _____

JOSEPH AU, Director

ATTEST FOR CITY:

SARAH M. THORNHILL, City Clerk

APPROVED AS TO FORM:

JOSEPH D. YOUNG, City Attorney



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Police
ITEM #: 9.D
SUBJECT: Approval of Trade-In of a FARO FOCUS S70 3D Laser Scanner for Credit Toward the Future Purchase of a New Leica 3D Laser Scanner.

ITEM SUMMARY

This item is for the approval of the trade in of a FARO FOCUS S70 3D laser scanner for a credit of \$26,010.93 toward the purchase of a new Leica 3D laser scanner.

BACKGROUND

Prescott City Code 1-27-23 requires Council approval for disposal of property valued at or above \$3,000.00. The Police Department has budgeted to purchase a new Leica 3D laser scanner which includes the trade-in of a old FARO FOCUS S70 3D laser scanner for a credit of \$26,010.93.

FINANCIAL IMPACT

The trade in will provide a deduction in total cost for the Leica 3D scanner of \$26,010.93.

RECOMMENDED ACTION

MOVE to approve the trade-in of laser scanner for credit towards the future purchase of a new laser scanner

ATTACHMENTS

None



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Public Works
ITEM #: 9.E
SUBJECT: Adoption of Resolution No. 2025-1949, Approving City Contract No. 2026-107 an Intergovernmental Agreement with the Yavapai County Flood Control District for Reimbursement of Design & Construction Cost Related to Various Drainage Improvement Projects in the City of Prescott for FY2026.

ITEM SUMMARY

This item is to adopt Resolution 2025-1949, approving an Intergovernmental Agreement (IGA) with the Yavapai County Flood Control District, to accept funding in the amount of \$890,000.00 for various drainage improvement projects within the City of Prescott for FY26.

BACKGROUND

The Yavapai County Flood Control District (the "District") is a special taxing district that generates property tax revenue to support the planning, design, construction, and maintenance of flood control improvements within the County. The District annually provides funding assistance to local government agencies within the County for drainage improvement projects. The City has experienced historical stormwater control and flooding problems in various areas, and is seeking to mitigate such problems to increase safety and protect public and private property. The funding is being coordinated with other street and utility improvement project funding. The funding may be used for all, or a portion of the following projects:

1. Double D Drainage Improvements
2. Yavapai Hills - Hornet Drive Drainage Improvements
3. Dexter Neighborhood Flood Improvements
4. General Drainage Improvements as Determined by the City

It is anticipated that all the Flood Control District funds will be split among various projects but that a majority of the funds will be utilized for the Yavapai Hills - Hornet Drive Drainage Improvements and the Double D Drainage Improvements. Resolution 2025-1949 and City Contract 2026-107 (IGA) are attached for reference.

FINANCIAL IMPACT

The IGA will reimburse design and construction costs related to drainage components of the projects, up to \$890,000.00 in FY26. The balance of the project costs will be provided from the Streets Fund.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2025-1949

ATTACHMENTS

1. Resolution No. 2025-1949
2. City Of Prescott IGA 25-26

RESOLUTION NO. 2025-1949

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (“IGA”) WITH THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT FOR THE FUNDING OF FISCAL YEAR 2025-2026 FLOOD CONTROL PROJECTS LOCATED WITHIN THE CITY OF PRESCOTT; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott (“City”), a municipal corporation of the State of Arizona and the Yavapai County Flood Control District (“District”), a special taxing district duly organized under the laws of Arizona, desire to enter into an intergovernmental agreement (“IGA”) for funding certain flood control improvements located in the City for Fiscal Year 2025-2026; and

WHEREAS, A.R.S. 11-952, 48-3603, 9-499.01, and the City Charter authorize two or more public agencies (including the City and the District) to contract for services or jointly exercise any powers common to the contracting parties, to fund flood control projects and to enter into contracts for the joint benefit of each other in the interest of the public’s health, welfare and safety; and

WHEREAS, it is in the best interests of the City to enter into an IGA with the District for the funding of certain City flood control projects for Fiscal Year 2025-2026.

ENACTMENTS:

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

Section 1. THAT the City hereby approves the IGA (City Contract No. 2026-107) between the City and the District.

Section 2. THAT the Mayor and staff are hereby authorized to execute the referenced IGA (City Contract No. 2026-107) and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of September, 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL
City Clerk

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2025-1949 is a true, correct and accurate copy of Resolution No. 2025-1949 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on ____ day of _____, 2025, 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 _____, 2025

City Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE
CITY OF PRESCOTT
FOR THE FISCAL YEAR 2025-2026 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE CITY FOR FLOOD CONTROL
IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF PRESCOTT FOR THE FISCAL YEAR 2025-2026 FINANCIAL CONTRIBUTION TO THE CITY FOR FLOOD CONTROL IMPROVEMENTS (the “Agreement”) is entered into, effective this 15th day of October 2025, between the Yavapai County Flood Control District, a political subdivision of the State of Arizona (the “DISTRICT”), and the City of Prescott, Arizona, a municipal corporation of the State of Arizona (the “CITY”). The District and the City are sometimes collectively referred to as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS:

- A. The DISTRICT is a special taxing district legally created in the State of Arizona and organized by Yavapai County to include and govern its jurisdiction.
- B. The DISTRICT administers the Federal Emergency Management Agency (“FEMA”) Regulations under the National Flood Insurance Program.
- C. The Yavapai County Board of Supervisors is the Board of Directors of the DISTRICT.
- D. The CITY lies within the legal boundaries of the DISTRICT.
- E. The DISTRICT, the CITY, and Yavapai County (“County”) are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety, and welfare, and other public purposes.
- F. The DISTRICT and the CITY have authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952, § 48-3603, and § 9-499.01, and CITY’s Charter and Code.
- G. Among other things, the DISTRICT receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.
- H. Under the budgeting process for the DISTRICT, a category of “Contributions” (hereinafter “Funds”) has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Yavapai County.

- I. The DISTRICT has approved and budgeted Funds to provide funding assistance for flood mitigation work and is authorized to expend such Funds for flood control projects (including storm water control) to political subdivisions for projects so long as the projects are flood or drainage related, cost-effective, a benefit to the County, the DISTRICT, and the political subdivision and are in accordance with FEMA regulations.
- J. The CITY has experienced storm water control and flooding problems for a number of years in various locations and seeks to mitigate such problems to increase safety and protect public and private property and persons within the CITY.
- K. The CITY seeks to improve its storm water control, make drainage improvements, and/or mitigate flooding problems by constructing any or all of the following drainage improvements within the Incorporated City limits (hereinafter collectively referred to as the “Project”):
- **Hornet Drive Flood Improvements**
 - **Double D Drainage Improvements**
 - **Dexter Neighborhood Flood Improvements**
 - **General Drainage Improvements as Determined by the City**
- L. The CITY desires to receive DISTRICT Funds for the 2025-2026 fiscal year to be used for its Project.
- M. The DISTRICT has budgeted Funds to support the Project in an amount not to exceed **Eight Hundred and Ninety Thousand Dollars (\$890,000.00)** for fiscal year 2025-2026 which begins on July 1, 2025.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms, and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, IT IS AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to authorize the DISTRICT to pay and contribute to the CITY Funds in support of the CITY’s Project. Such funding for fiscal year 2025-2026 shall not exceed **Eight Hundred and Ninety Thousand Dollars (\$890,000.00)**.

II. COMMENCEMENT, DURATION, AND TERMINATION

The effective date is as set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and shall terminate upon the earliest of:

- A. The completion of the Project as determined by the CITY;
- B. The exhaustion of the Funds allocated to the CITY for the Project;
- C. June 30, 2026 (however, the CITY shall have until July 31, 2026, to request Funds and the DISTRICT shall provide Funds as described in this Agreement); or
- D. The mutual agreement of the Parties.

If this Agreement terminates for any reason, any unused portion of the Funds shall not be available to the CITY without further agreement of the Parties.

III. RESPONSIBILITIES OF PARTIES

A. The CITY shall:

1. Be solely responsible for the design, engineering, bidding, right-of-way acquisition, supervision, construction, inspection, administration, and project management of the Project and for contracting directly for all Project work.
2. If plans are used to bid, provide the DISTRICT a copy of the final Project plans.
3. Use the Funds for the Project in fiscal year 2025-2026.
4. Use the Funds exclusively for costs associated with the Project described above.
5. When requesting Funds from the DISTRICT, provide detailed invoices with supporting documentation for the request(s).
6. Request Funds from the DISTRICT on or before July 31, 2026 (for work completed in fiscal year 2025-2026).
7. Be responsible for the proper disbursement of the Funds provided by the DISTRICT.
8. Be responsible for maintaining the Project and the resulting improvements.

B. The DISTRICT shall:

1. Make Funds available to the CITY for the Project as approved by the Board of Directors.
2. Provide funding as available and appropriate upon proper request(s) by the CITY.
3. Pay properly invoiced requests monthly or on an alternate schedule as agreed to by the CITY and DISTRICT.
4. Pay properly invoiced requests for work completed by the CITY in fiscal year 2025-2026 so long as CITY's requests are received by the DISTRICT on or before July 31, 2026.

C. The DISTRICT and CITY mutually agree:

1. That they recognize the Funds to be used by Parties pursuant to this Agreement are tax funds. The agreements herein for funding are based upon projected tax funds to be received. In the event the projected income is not received, there is the possibility that some or all of the Funds anticipated by this Agreement and set forth herein will not be available. All monetary obligations under this agreement shall be subject to annual budget approval of the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this agreement.
2. The Project is the sole responsibility of the CITY, and not of the DISTRICT or the County. All real property upon which the Project work will occur is within the CITY limits and not owned or under the control of the DISTRICT or County.

IV. INDEMNIFICATION

To the fullest extent permitted by law, the CITY agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Directors, officers, employees, agents, or other representatives, the County, its Board of Supervisors, officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the City, its officers, employees, agents, or other representatives. This Indemnification provision shall survive the termination of this Agreement.

V. OTHER PROVISIONS

- A. NOTICE. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

CITY OF PRESCOTT
City Manager
201 N. Montezuma Street
Prescott, AZ 86301

DISTRICT
Yavapai County Flood Control District Director
1120 Commerce Drive
Prescott, AZ 86305

- B. ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties with respect to the subject matters herein, and may be amended, modified, or waived only by written instrument signed by both Parties.
- C. CONFLICT OF INTEREST. This contract is subject to the cancellation provisions of A.R.S. § 38-511.
- D. SEVERABILITY. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.
- E. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2023-01, which mandates that all persons, regardless of race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.

G. LAWS. The Parties shall each be fully responsible for compliance with all statutes, ordinances, codes, regulations, rules, court decrees, or other laws (hereinafter “Laws”) applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

YAVAPAI COUNTY
FLOOD CONTROL DISTRICT

Mary Mallory, Chair	Date
Board of Directors	
Yavapai County Flood Control District	

ATTEST:

Sarah Siep
City Clerk

DETERMINATIONS OF COUNSEL
FOR THE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE
CITY OF PRESCOTT.

FOR THE FISCAL YEAR 2025-2026 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE CITY FOR FLOOD CONTROL IMPROVEMENTS

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the City of Prescott. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

City Attorney	Date
City of Prescott	

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the Yavapai County Flood Control District, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yavapai County Flood Control District.

Deputy County Attorney	Date
Flood Control District	



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Public Works
ITEM #: 9.F
SUBJECT: Approval of City Contract No. 2026-112, for Water Infrastructure Repairs Invoice Ratification in the Amount of \$114,691.13. Funding is Available in the Water Utilities Fund.

ITEM SUMMARY

This item is for the approval of Contract 2026-112 for the Emergency Services Invoice Ratification with Earth Resources Corporation for repairs associated with a water main break at the Marina and Sheldon Streets intersection for the amount of \$114,691.13. Funding is available from the Water Fund.

BACKGROUND

On July 19, 2025, a water main break was detected near the intersection of Sheldon and Marina Streets. The flow of water caused significant damage to the right-of-way infrastructure, necessitating full closure of this busy intersection for several days.

Following completion of the waterline repairs by the Utilities Division, a contractor, Earth Resources Corporation, was contacted to expedite restoration of the damaged curb, gutter, sidewalk, and asphalt in order to reopen the roadway to traffic as quickly as possible.

This item is a request for ratification of the emergency procurement for asphalt and concrete restoration services.

FINANCIAL IMPACT

Funding is available in the Utilities, Water Division.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-112

ATTACHMENTS

1. 25-004 COP Sheldon Inv 531 ERC



Earth Resources Corporation

300 S. Latilla Lane
Dewey, AZ 86327

Invoice

Invoice #: 532

Date: 8/12/2025

Bill to: City of Prescott
433 N Virginia St
Prescott, AZ 86301 US
11111111111111111111

Ship to: 433 N Virginia St
Prescott, AZ 86301 US

Terms	Customer Ref	Project Location	Project Name
Net 30		Sheldon Repair	T&M for Hire/Equip Rental

Quantity	Contract	Description	Unit Price	Amount
1.000	25-004	II) 36. Trackhoe, 90HP-DAY	1,100.00000	1,100.00
1.000	25-004	II) 28. Loader Gannon-DAY	850.00000	850.00
1.000	25-004	VI) 5. Foreman-DAY	750.00000	750.00
3.000	25-004	II) 17. Dump Truck-18Tx3	1,050.00000	3,150.00
07/23/2025: Remove existing asphalt at the intersection of Sheldon & Marina. Haul to COP Transfer Station				
1.000	25-004	II) 36. Trackhoe, 90HP-DAY	1,100.00000	1,100.00
1.000	25-004	II) 36. Trackhoe, 90HP-HR	110.00000	110.00
1.000	25-004	II) 28. Loader Gannon-DAY	850.00000	850.00
1.000	25-004	VI) 5. Foreman-DAY	750.00000	750.00
2.000	25-004	II) 17. Dump Truck-18Tx3	1,050.00000	2,100.00
0.000	25-004	MAG Spec ABC - 79.49T		1,508.34
07/24/2025: Continue to remove asphalt and import MAG Spec ABC				
7.000	25-004	II) 21. Grader 150HP-HR	135.00000	945.00
7.000	25-004	II) 28. Loader Gannon-HR	85.00000	595.00
5.500	25-004	VI) 5. Foreman-HR	75.00000	412.50
10.000	25-004	VI) 6. Laborer-HR x 2	47.50000	475.00
2.000	25-004	II) 17. Dump Truck-18T-HR	105.00000	210.00
07/25/2025: Lower existing utilities, place and blade ABC, and haul off concrete				
2.500	25-004	II) 21. Grader 150HP-HR	135.00000	337.50
3.000	25-004	VI) 5. Foreman-HR	75.00000	225.00
1.500	25-004	II) 17. Dump Truck-18T-HR	105.00000	157.50
0.000	25-004	MAG Spec ABC-18.34T		348.00
07/28/2025: AB grading				
2.500	25-004	II) 21. Grader 150HP-HR	135.00000	337.50
4.000	25-004	VI) 5. Foreman-HR	75.00000	300.00
1.000	25-004	II) 28. Loader Gannon-DAY	850.00000	850.00
1.000	25-004	I) 1. Asphalt Laydown Mach-DAY	3,100.00000	3,100.00
1.000	25-004	I) 6. Roller, Steel Whl 5-8T-D	750.00000	750.00
1.000	25-004	I) 8. Roller, Steel Whl 10-12T	1,300.00000	1,300.00
1.000	25-004	I) 12. Distributor Trk-DAY	1,500.00000	1,500.00
4.000	25-004	VI) 6. Laborer-DAYx4	475.00000	1,900.00
0.000	25-004	3/4" Asphalt 366.1T		40,058.53
07/29/2025: AB grading, and pave bottom lift				
1.000	25-004	I) 1. Asphalt Laydown Mach-DAY	3,100.00000	3,100.00
1.000	25-004	I) 6. Roller, Steel Whl 5-8T-D	750.00000	750.00
1.000	25-004	I) 8. Roller, Steel Whl 10-12T	1,300.00000	1,300.00
1.000	25-004	I) 12. Distributor Trk-DAY	1,500.00000	1,500.00



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Recreation Services
ITEM #: 9.G
SUBJECT: Adoption of Multiple Resolutions with Prescott Unified School District (PUSD) as Follows: 1) Resolution No. 2025-1937 Approving City Contract No. 2026-049 an Intergovernmental Agreement (IGA) with PUSD for Joint Facility Use; and 2) Resolution No. 2025-1938 Approving City Contract No. 2026-050 an IGA with PUSD for Joint Use of the Community Nature Center.

ITEM SUMMARY

This item is for the adoption of two Resolutions with PUSD related to joint facility use for recreational and education purposes. Resolution No. 2025-1937 authorizes the City to enter into an IGA (City Contract 2026-049) with PUSD for joint facility use for recreational and educational purposes, and Resolution No. 2025-1938 authorizes the City to enter into an IGA (City Contract No. 2026-050) with PUSD for joint use of the Community Nature Center.

BACKGROUND

The action to rescind the previously executed IGA No. 03-087 between the City and PUSD has been requested by both parties, to be replaced with the updated proposed IGA (City Contract No. 2026-049 & City Contract No. 2026-050) to allow the joint use of both City and PUSD recreational and educational facilities and the Community Nature Center, allowing for joint use of powers and cooperative action.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

1) MOVE to adopt Resolution No. 2025-1937; and 2) MOVE to adopt Resolution No. 2025-1938

ATTACHMENTS

1. Resolution No. 2025-1937
2. IGA PUSD_COP Properties
3. Resolution No. 2025-1938
4. City Contract No. 2026-050 Community Nature Center IGA

RESOLUTION NO. 2025-1937

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (“IGA”) (CITY CONTRACT NO. 2026-049) WITH THE PRESCOTT UNIFIED SCHOOL DISTRICT FOR JOINT FACILITY USE FOR RECREATIONAL AND EDUCATIONAL PURPOSES; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the Parties entered into that certain Intergovernmental Agreement (“IGA”) between the City of Prescott (“City”) and the Prescott Unified School District (“PUSD”) (City Contract No. 03-087) for the joint use of recreational and educational facilities; and,

WHEREAS, both parties now wish to rescind IGA No. 03-087 in its entirety and replace same with a new IGA (City Contract No. 2026-049) that will allow joint use of both City and PUSD recreational and educational facilities; and,

WHEREAS, A.R.S. §11-952 and the Prescott City Charter authorize two or more public agencies (including the City and PUSD) to enter into IGAs for joint use of powers and cooperative action; and,

WHEREAS, it is in the best interests of the City to enter into this new IGA with PUSD.

ENACTMENTS:

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

SECTION 1. THAT IGA No. 03-087 is rescinded in its entirety.

SECTION 2. THAT the City of Prescott hereby approves and authorizes the City to enter into an IGA (City Contract No. 2026-049) between the City and PUSD for the joint use of City and PUSD properties and facilities for recreational and educational uses.

SECTION 3. THAT the Mayor and staff are hereby authorized to execute IGA (City Contract No. 2026-049) and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 23, day of September, 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2025-1938 is a true, correct and accurate copy of Resolution No. 2025-1938 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the 23 day of September 2025, 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 _____, 2025.

Seal

City Clerk

INTERGOVERNMENTAL AGREEMENT

Between
The City of Prescott
And
Prescott Unified School District

THIS AGREEMENT, is made and entered into this _____ day of the month of _____ and the year of _____ by and between the City of Prescott, a municipal corporation of the State of Arizona (hereinafter referred to as "City"), and the Prescott Unified School District No. 1, a political subdivision of the State of Arizona (hereinafter referred to as "PUSD").

WHEREAS, PUSD is the owner of certain lands within the City limits of the City of Prescott which are currently available for use as and suitable for use as recreational facilities; and,

WHEREAS, City is the owner of certain lands which are currently available and for use as and suitable for use as educational facilities; and,

WHEREAS, the parties share financial, material, and personnel resources for educational and recreational programs, and further acknowledge that PUSD and City will benefit from entering this intergovernmental agreement ("IGA" and/or "Agreement")); and,

WHEREAS, the parties acknowledge the need to enter into an IGA for the use and maintenance of certain PUSD properties and City properties, as well as the use and management of educational and recreational finances, materials, and personnel, and,

WHEREAS the parties further acknowledge that both PUSD and City will benefit thereby; and,

WHEREAS, the parties hereto are empowered to enter into this Agreement pursuant to ARS Section 11-952 and the Prescott City Charter.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES HEREIN CONTAINED, in consideration of that certain prior IGA #03--087, which agreement is hereby repealed and superseded by this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, the parties agree as follows:

1. CITY FACILITIES:

- a. PARKS AND OPEN SPACE: PUSD may reserve Ramadas and other areas at City parks and open spaces free of charge for school events, subject to availability. PUSD will be responsible for general clean-up of the area reserved for PUSD after said uses.
- b. CITY ATHLETIC COMPLEXES: PUSD may use athletic complexes determined by mutual agreement between PUSD and the Recreation Services Department.
- c. GOLF COURSE: PUSD may use Antelope Hills Municipal Golf Course subject to availability, for their interscholastic golf team practice (inducting range balls) and matches.

2. PUSD FACILITIES

- a. GYMNASIUMS: The City may use all PUSD gymnasiums throughout the year, subject to their availability. The gymnasiums used will be determined by mutual agreement between the specific school Principal or Designee and the Recreation Services Department.
- b. ATHLETIC FIELD FACILITIES: The City may use athletic field facilities throughout the year, subject to availability. The athletic fields used will be determined by mutual agreement between the specific school Principal or Designee and the Recreation Services Department.
- c. SCHOOL TRAILS SYSTEM: The City may use the School Trails System on PUSD Granite Mountain Upper Elementary and Abia Judd Elementary campus for public usage and City-sponsored programming when school is not in session. For any usage with parties over 10 a request will be submitted to PUSD and usage will be based upon PUSD approval.

3. YOUTH LEAGUES

- a. The City will prepare PUSD athletic fields for City-sponsored youth leagues during their normal seasons. City-sponsored youth leagues are Prescott Little League, American Youth Soccer Organization, Prescott Girls Softball Association, and Prescott Youth Football. Preparation will consist of dragging, lining fields and watering down infields as needed. Designated sites include fields at Taylor Hicks Elementary, Prescott Mile High Middle School and the Prescott High School upper and lower fields.
 - b. All recreation facility and field usage will be at no cost to either entity. If there is a maintenance requirement (e.g. field preparation), the requesting entity will bear the labor and supply costs for the work required. Fees for labor and supplies will be negotiated between parties. Both City and PUSD will be responsible for the maintenance and upkeep of their respective properties and equipment (e.g. lights, fields, scoreboards, etc).
 - c. All restroom facilities and usage will be at no cost to either entity. The user will be responsible for unlocking facility/complex restrooms and checking for damage before their event. The user will complete a final restroom inspection after their event and note any damages that may have occurred. In the event that damages have occurred, the user will be responsible for all necessary repairs. General cleanup will be performed by the property owner. The user will lock restrooms before they depart the premises.
4. Pursuant to A.R.S. §38-511, either PUSD or the CITY may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the either PUSD or 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. The CITY and/or PUSD further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this contract on behalf of the CITY and/or PUSD from any other party to the contract, arising as a result of this contract.
5. PUSD shall carry sufficient insurance to cover the activities outlined in this Agreement.

6. The City shall carry sufficient insurance to cover the activities outlined in this Agreement.
7. Whenever one party to this agreement damages property which is the subject of this agreement, that party will be solely responsible for repairs and replacement.
8. Both parties hereto agree that they will designate at all times at least one staff member to be a liaison of that agency in carrying out the provisions of this agreement, for purposes of notice, scheduling, etc. Initially, the designated staff persons are:

For PUSD:

Clark Tenney
Prescott Unified School District Superintendent
300 E. Gurley St. Prescott, AZ 86301
928-445-5400

For the City:

Kristy Diaz-Trahan
City of Prescott Recreation Services Director
824 E. Gurley St. Prescott, AZ 86301
928-777-1122

9. The terms and conditions of this Agreement shall be binding upon the PUSD, its successors, heirs and assigns. PUSD expressly agrees to waive and release the City of liability and to the fullest extent allowed by law to indemnify, defend and hold harmless the City, its officials, officers, appointees, departments, divisions, employees, volunteers, representatives and agents, from any and all claims, liabilities, expenses or lawsuits as a result of participation pursuant to this Agreement, where said claims, liabilities, expenses or lawsuits arise by the intentional and/or negligent acts of PUSD.
10. The terms and conditions of this Agreement shall be binding upon the City, its successors, heirs and assigns. The City expressly agrees to waive and release PUSD of liability and, to the fullest extent allowed by law, to indemnify, defend and hold harmless PUSD, its officials, officers, appointees, departments, divisions, employees, volunteers, representatives and agents, from any and all claims, liabilities, expenses or lawsuits as a result of participation pursuant to this Agreement, where said claims, liabilities, expenses or lawsuits arise by the intentional and/or negligent acts of the City.
11. The parties agree and understand that this Agreement will not abrogate or reduce the availability of recreational and educational immunity belonging to either party, or both parties, as provided for in A.R.S. §33-1551.
12. This Agreement shall remain in full force and effect for a term of five (5) years and shall be automatically renewed for successive one (1) year periods thereafter. Either Party may terminate this Agreement for convenience by providing written notice of such termination at least one hundred eighty (180) days to the other.

13. Any real or personal property owned by either Party at the start of this IGA, or as may have otherwise been acquired during the term of the Agreement, shall revert fully back to that Party owning such property at the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duty authorized officials on the aforementioned date.

CITY OF PRESCOTT

PRESCOTT UNIFIED SCHOOL DISTRICT

Philip R. Goode, Mayor



Clark Tenney, PUSD Superintendent

ATTEST:

ATTEST:

Sarah M. Siep, City Clerk

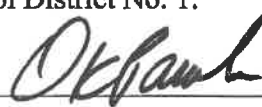


Sarah Torres, Administrative Assistant to the
Governing Board and Superintendent

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

Joseph D. Young, City Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for PUSD, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Prescott Unified School District No. 1.



David K. Pauole, PUSD Attorney

RESOLUTION NO. 2025-1938

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (“IGA”) (CITY CONTRACT NO. 2026-050) WITH THE PRESCOTT UNIFIED SCHOOL DISTRICT FOR JOINT USE OF THE COMMUNITY NATURE CENTER; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the Parties entered into that certain Intergovernmental Agreement (“IGA”) between the City of Prescott (“City”) and the Prescott Unified School District (“PUSD”) (City Contract No. 03-087) for the joint use of the Community Nature Center; and,

WHEREAS, both parties now wish to rescind IGA No. 03-087 in its entirety and replace same with a new IGA (City Contract No. 2026-050) that will allow joint use of the Community Nature Center; and,

WHEREAS, A.R.S. §11-952 and the Prescott City Charter authorize two or more public agencies (including the City and PUSD) to enter into IGAs for joint use of powers and cooperative action; and,

WHEREAS, it is in the best interests of the City to enter into this new IGA with PUSD.

ENACTMENTS:

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

SECTION 1. THAT IGA No. BLANK is rescinded in its entirety.

SECTION 2. THAT the City of Prescott hereby approves and authorizes the City to enter into an IGA (City Contract No. 2026-050) between the City and PUSD for the joint use of the Community Nature Center.

SECTION 3. THAT the Mayor and staff are hereby authorized to execute IGA (City Contract No. 2026-050) and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 23, day of September, 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2025-1938 is a true, correct and accurate copy of Resolution No. 2025-1938 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the 23 day of September 2025, 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 _____, 2025.

Seal

City Clerk

City Contract No. 2026-050

INTERGOVERNMENTAL AGREEMENT

Between the City of Prescott

And

Prescott Unified School District

THIS AGREEMENT, is made and entered into this _____ day of the month of _____ and the year of _____ by and between the City of Prescott, a municipal corporation of the State of Arizona (hereinafter referred to as "City"), and the Prescott Unified School District No. 1, a political subdivision of the State of Arizona (hereinafter referred to as "PUSD").

WHEREAS, the City and PUSD desire to enter into an intergovernmental agreement ("IGA" and/or "Agreement") for the use, operating and joint programming of the Prescott Community Center; and,

WHEREAS, the Prescott City Charter and PUSD are empowered to enter into this joint use Agreement pursuant to ARS Section 11-952 and the Prescott City Charter; and,

WHEREAS, the City will benefit from entering into this IGA with PUSD.

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

I. PURPOSE

The purpose of this Agreement is to establish a collaborative partnership between the City and PUSD for the shared use, programming, maintenance, and development of the Prescott Community Nature Center ("Center"), in order to enhance environmental education, community recreation, and nature-based programming for the benefit of the residents and students of Prescott, Arizona.

II. TERM

This Agreement shall become effective upon signature by both parties and shall remain in effect for a period of five (5) years, unless earlier terminated in accordance with Section XIII. The Agreement may be renewed, year-to-year up to five (5) years upon mutual written agreement of both parties.

III. ROLES AND RESPONSIBILITIES

A. PROGRAM DEVELOPMENT AND DEPLOYMENT

1. PUSD Responsibilities

- Employ and supervise a full-time Outdoor Learning Coordinator (OLC) or similar role to lead environmental education programming to include but not limited to:
 - PUSD 5th Grade Camp
 - Outdoor Recreation programming for youth and families
 - Prescott's Nature Niños program
- As funding allows, hire and manage any part-time staff who support programming and operations at the Center.
- Ensure part-time staff receive necessary training and work direction consistent with curriculum and site goals.
- Develop and deliver school-based and public outdoor recreation programs in coordination with academic calendars and community needs.
- Act as primary liaison to non-profit partners delivering programming at the Center.

2. City Responsibilities

- Provide an annual contribution—subject to budget appropriation—equal to approximately 50% of PUSD's contribution, toward the cost of part-time staff and/or program supplies that support the Center's operations. This appropriation may also consider City Recreation Services staff oversight, site maintenance, professional consultation, access to City fleet vehicles as needed for program operations, and collaboration on co-marketing and joint branding efforts.
- Collaborate on City-led nature and recreation programming open to the public to include but not limited to:
 - Prescription trails program
 - Treckabout program
- Facility oversight of maintenance, improvements and Capital investments.

3. Joint Responsibilities

- Maintain a shared annual program calendar and ensure coordinated scheduling.
- Collaborate on training for staff and volunteers as needed.
- Develop joint program goals and performance metrics.

IV. BUDGET AND FUNDING

1. Each party shall be responsible for costs associated with its respective employees, operations, and obligations under this Agreement.
2. The City shall contribute an annual amount, subject to budget appropriation, toward part-time site staff and/or supplies that support the program.

3. PUSD shall be responsible for funding the full-time education staff and associated expenses.
4. Both parties shall commit to transparent budget sharing for Center operations and annual review of expenditures and goals.

V. GRANT MANAGEMENT

1. Both parties recognize the importance of securing outside funding to enhance programming and maintain the Prescott Community Nature Center.
2. A biannual Grant Planning Meeting will be convened (typically in January and July) to:
 - Share grant opportunities under consideration.
 - Coordinate funding priorities.
 - Define which agency will be the fiscal agent for specific proposals.
 - Identify anticipated workload and roles tied to proposal writing, implementation, and reporting.
3. Grants may be pursued by either the City or PUSD, but must:
 - Be aligned with the joint mission of the Center.
 - Be disclosed in advance at the biannual meeting or through ad hoc mutual communication when time-sensitive.
4. Grants awarded to:
 - PUSD shall be administered under PUSD policies and staff oversight, with updates shared with the City during regular coordination meetings.
 - City shall be administered under City protocols, with periodic updates to PUSD during the regular coordination meetings..

5. For collaborative or jointly funded grants, a short Memorandum of Understanding (MOU), that can be administratively approved, will be created to define roles, staffing responsibilities, fund distribution, and reporting obligations.

6. Both agencies will ensure public communication, reports, and grant outcomes are shared and credited appropriately.

VI. MARKETING AND COMMUNITY OUTREACH

1. Both parties shall collaborate on branding and marketing for Center programs, including shared use of logos, flyers, and social media posts.

2. The City shall include the Center in relevant recreation publications, calendars, and event promotions.
3. PUSD shall promote Center activities through school channels and educational partnerships.
4. All marketing materials shall acknowledge joint partnership and major grant funders, as appropriate.

VII. FACILITY USE AND MAINTENANCE

1. City Responsibilities

- Maintain general site infrastructure (trails, signage, restrooms, fencing, etc.).
- Coordinate trash removal, weed abatement, and seasonal upkeep.
- Provide access to maintenance support as needed for public use areas.

2. PUSD Responsibilities

- Notify the City of any facility repair needs related to program use.
- Maintain cleanliness and order of indoor/outdoor classroom spaces used by students and staff.

3. Joint Responsibilities

- Participate in an annual site walk-through to identify maintenance and improvement needs.
- Develop and prioritize a list of proposed capital improvements.

VIII. CAPITAL IMPROVEMENTS AND INFRASTRUCTURE PLANNING

1. The parties agree to jointly identify and prioritize capital improvement projects (CIPs) to maintain and enhance the functionality, safety, and educational value of the Prescott Community Nature Center.
2. An Annual Capital Planning Review shall be conducted by the Joint Oversight Committee each fall (October-November) to align with the City's annual budget development process.
3. The City shall retain responsibility for managing and maintaining major site infrastructure but may collaborate with the District and/or external partners to fund and implement specific projects.
4. Cost-sharing, permitting, or phased implementation plans shall be mutually agreed upon and documented in a project-specific MOU, that can be administratively approved, when applicable.
5. CIPs tied to grants shall also follow the protocols established in the Grant Management section and City procedures for accepting grants.

IX. LIABILITY AND INSURANCE

1. PUSD shall carry sufficient insurance to cover the activities outlined in this Agreement.
2. The City shall carry sufficient insurance to cover the activities outlined in this Agreement.
3. An employee of either party shall be deemed to be an “employee” of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers’ Compensation laws. The primary employer shall be solely liable for any workers’ compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-1022 in substantially the following form:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker’s compensation.”

X. RECORDKEEPING AND REPORTING

1. Each party shall maintain records related to their roles in programming, grants, and site operations.
2. An annual report shall be jointly prepared summarizing
 - Program participation and highlights
 - Budget expenditures
 - Grant activity and outcomes
 - Facility improvements

XI. JOINT OVERSIGHT COMMITTEE

1. A Joint Oversight Committee shall be established to support communication, collaboration, and governance of the Prescott Community Nature Center.
2. The Committee shall be composed of:
 - Two City Recreation Services staff
 - Two PUSD staff
3. The Committee shall meet quarterly, with standing meetings held in:
 - January (Annual Program & Grant Planning Review)
 - April (Mid-year program check-in & summer prep)
 - August (Program performance & fall programming alignment)
 - October (Capital Improvement Planning & Budget Prep)

4. The Committee shall:

- Guide implementation of this IGA.
- Monitor program performance and participation.
- Coordinate staffing and scheduling logistics.
- Review and recommend capital needs and grant priorities.
- Address operational conflicts and propose solutions.
- Draft or review annual summary reports and evaluations.

XII. AMENDMENTS

This Agreement may be amended at any time by mutual written consent of the City and District.

XIII. TERMINATION

Either party may terminate this Agreement for convenience with ninety (90) days' written notice. In such event, both parties agree to cooperate in the transition or reallocation of scheduled programs and grant obligations.

XIV CONFLICT OF INTEREST

Pursuant to A.R.S. §38-511, either PUSD or the CITY may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the either PUSD or 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. The CITY and/or PUSD further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this contract on behalf of the CITY and/or PUSD from any other party to the contract, arising as a result of this contract.

XV. LEGAL NOTICES

Both parties hereto agree that they will designate at all times at least one staff member to be a liaison of that agency in carrying out the provisions of this agreement, for purposes of notice, scheduling, etc. Initially, the designated staff persons are:

For PUSD:

Clark Tenney

Prescott Unified School District Superintendent

300 E. Gurley St. Prescott, AZ 86301

928-445-5400

For: City:

Kristy Diaz-Trahan

City of Prescott Recreation Services Director

824 E. Gurley St. Prescott, AZ 86301

928-777-1122

XVI. INDEMNITY- PUSD TO CITY

The terms and conditions of this Agreement shall be binding upon the PUSD, its successors, heirs and assigns. PUSD expressly agrees to waive and release the City of liability and to the fullest extent allowed by law to indemnify, defend and hold harmless the City, its officials, officers, appointees, departments, divisions, employees, volunteers, representatives and agents, from any and all claims, liabilities, expenses or lawsuits as a result of participation pursuant to this Agreement, where said claims, liabilities, expenses or lawsuits arise by the intentional and/or negligent acts of PUSD.

XVII. INDEMNITY- CITY TO PUSD

The terms and conditions of this Agreement shall be binding upon the City, its successors, heirs and assigns. The City expressly agrees to waive and release PUSD of liability and, to the fullest extent allowed by law, to indemnify, defend and hold harmless PUSD, its officials, officers, appointees, departments, divisions, employees, volunteers, representatives and agents, from any and all claims, liabilities, expenses or lawsuits as a result of participation pursuant to this Agreement, where said claims, liabilities, expenses or lawsuits arise by the intentional and/or negligent acts of the City.

XVIII IMMUNITY

The parties agree and understand that this Agreement will not abrogate or reduce the availability of recreational and educational immunity belonging to either party, or both parties, as provided for in A.R.S. §33-1551.

XIX PROPERTY DISTRIBUTION

Any real or personal property owned by either Party at the start of this IGA, or as may have otherwise been acquired during the term of the Agreement, shall revert fully back to that Party owning such property at the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on the aforementioned date.

CITY OF PRESCOTT

PRESCOTT UNIFIED SCHOOL DISTRICT

Philip R. Goode, Mayor



Clark Tenney, PUSD Superintendent

ATTEST:

ATTEST:

Sarah M. Siep, City Clerk



Sarah Torres, Administrative Assistant to the
Governing Board and Superintendent

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

Joseph D. Young, City Attorney

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for PUSD, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Prescott Unified School District No. 1.



David K. Pauole, PUSD Attorney



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Public Works
ITEM #: 9.H
SUBJECT: Approval of City Contract No. 2023-211A7, an Amendment to City Contract No. 2023-211 with J. Banicki Construction, Inc. for the Construction of Additional Work on the Lakeview Drainage Improvements Project in the Amount of \$93,795.52. Funding is Available in the Streets Fund.

ITEM SUMMARY

This item is to approve City Contract No. 2023-211A7 with J. Banicki Construction, Inc. for construction of additional work on the Lakeview Drainage Improvements, in the amount of \$93,795.52. The location of the project is shown on the attached vicinity map.

BACKGROUND

On May 13, 2025, Council approved City Contract No. 2023-211A5 with J. Banicki Construction, Inc. in an amount not to exceed \$303,479.20. The project includes drainage improvements within a drainage easement located between Lakeview Drive and Mines Pass. This work includes a new underground storm drainpipe along with an open rip rap channel surface to provide erosion protection and to carry stormwater runoff to an existing drop inlet at Mines Pass.

During construction staff confirmed that the drainage improvements could tie into an existing 30" Corrugated Metal Pipe (CMP) and the Engineer was requested to make design changes to increase the capacity of the storm drain system. Changes were made to the depth of the drop inlet structure which in turn added reinforcement steel to the structure and additional excavation was also needed. Additional items included, a larger storm drainpipe (29x42 elliptical CMP), a larger concrete head wall structure with safety rail, longer wing walls (2), and a grouted rip rap floor with a concrete cutoff wall. These items increased the cost of the project, as well as, additional costs associated with surface restoration and landscaping.

To accomplish this work, J. Banicki Construction, Inc. incurred extra costs in the amount of \$93,795.52. Staff has reviewed the additional costs and deem them to be fair and appropriate.

FINANCIAL IMPACT

Funding for this contract is available from the Streets fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2023-211A7

ATTACHMENTS

1. Lakeview Drainage Improvements Map
2. City Contract No. 2023-211A7



Lakeview Drainage Improvements

This map is a product of
The City of Prescott



Contract Amendment No. Seven (7)

Job Order Contracting for Public Works / Horizontal Construction Projects

Lakeview Drainage Improvements

J. Banicki Construction, Inc.

CIP #: 2502-008

Contract No: 2023-211

Account No(s): 2157810-8930-18014

September 23, 2025

Purpose of Amendment:

This contract amendment add funds to the contract in the amount of \$93,795.52 extends the expiration date to December 1, 2025, to finalize work, pay invoice, and complete close-out documentation.

Summary of Contract:

	<i>Description</i>	<i>Amount of Amendment</i>	<i>Total amount Remaining for Fiscal year.</i>
FY2024	Total Contract Available for FY2024		\$ 3,000,000.00
	Amendment 1: FY24 Willow Creek at Rosser, Mill & Overlay	\$ 98,604.20	
	Amendment 2: FY24 Iron Springs Road	\$ 565,783.33	
	Amendment 3: HWY 69 Sewer & Yavapai Hills Water Main	\$ 253,900.56	
	Total Fiscal Year 2024 Unused Balance - FY2024 Closed		<u>\$ 2,081,711.91</u>
FY2025	Total Contract Available for FY2025		\$ 3,000,000.00
	Amendment 4: Sundog WWTP Septage Station Improvement	\$ 173,602.00	
	Amendment 5: Lakeview Drainage Improvements	\$ 303,479.20	
	Amendment 6: Lakeview Drainage Improvements	\$ -	
	Amendment 7: Lakeview Drainage Improvements	\$ 93,795.52	
	Total Amount Remaining for other Projects in Fiscal Year 2025		<u>\$ 2,429,123.28</u>

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 sixty (60) 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 \$280.00 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 \$280.00 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 Change Order

Amendment 6 Expiration Date:	August 31, 2025
Contract Expiration Date:	December 1, 2025

Accepted by: _____
Tim Sherwood, Capital Program Manager

Date

Accepted by: _____
J. Banicki Construction, Inc.

Date

Approved by: _____
Philip R. Goode, Mayor

Date

Attest: _____
Sarah M. Thornhill, City Clerk

Date

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

Date

Copy to: Public Works

Lakeview Drainage Improvements Final Change Order



J Banicki Construction

4720 E. Cotton Gin Loop, Suite 240
Phoenix, Arizona 85040

LIC#: A ROC091410

Contact: Lonnie Ferguson
Phone: 602-469-3032
Email: lferguson@banicki.com

Quote To: City of Prescott
Attention: Thomas Burchfield
Address: 433 N. Virginia
City State Zip: Prescott, AZ 86301
Email: thomas.buchfield@prescott-az.gov
Phone: 928-77-1130 Ext 5010

Date: 9/4/2025

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	MODIFIED STRUCTURE AT OUTLET OF EXISTING PIPE	1	EA	\$13,500.00	\$13,500.00
115	INSTALL NEW 42" X 29" CMP & HAUL OFF SPOILS	70	LF	\$1,055.00	\$73,850.00
117	TARRIF COST FOR ROCK X	1	LS	\$3,908.38	\$3,908.38
140	INSTALL FULL-DEPTH SLURRY AT CMP	1	LS	\$26,250.00	\$26,250.00
145	OUTLET HEADWALL & WINGWALLS	1	EA	\$60,000.00	\$60,000.00
30	AS-BUILT DRAWINGS - BY OTHERS - CREDIT	1	LS	-\$4,000.00	-\$4,000.00
60	V.M.B'S 2 EACH PRE-WARNERS - NOT REQUIRED - CREDIT	28	ED	-\$115.00	-\$3,220.00
70	REMOVE AND STOCKPILE EXISTING BRICK PAVERS - CREDIT	1	LS	-\$2,900.00	-\$2,900.00
110	INSTALL NEW 30" CMP AND HAUL-OFF SPOILS - CREDIT	85	LF	-\$597.00	-\$50,745.00
120	INSTALL 30"CMP END SECTION - CREDIT	1	EA	-\$2,000.00	-\$2,000.00
160	REPLACE BRICK PAVERS - CREDIT	1	LS	-\$5,150.00	-\$5,150.00
190	CONTRACT ALLOWANCE - CREDIT	1	LS	-\$49,297.00	-\$49,297.00
200	Handrail	1	LS	\$5,000.00	\$5,000.00
210	Additional Work Identified on Site Walk 7.30.25	1	LS	\$8,291.41	\$8,291.41
220	Additional Work From Final Walk Through	1	LS	\$14,085.27	\$14,085.27
170	PAYMENT AND PERFORMANCE BONDS 1%	1	LS	\$875.73	\$875.73
180	SALES TAX (9.30% x 65% = TAX FACTOR OF 6.0450)	1	LS	\$5,346.73	\$5,346.73
Grand Total					\$93,795.52

NOTES:

This proposal is based on the following assumptions and clarifications.

- 1) This pricing is based upon the final plans.
- 2) The bid item descriptions, quantities and costs are for the additional cost to the contract amount less any credits back for reduced or deleted scope.
- 3) This price does not include include any handrail. Embed plated will be installed for future handrail placement by others.
- 4) All work will be completed by August 29th, 2025.
- 5) Additional Work Identified on 7.30.25 includes the adding of additional rip rap to minimize the exposed concrete on the inlet structure, the raising of the top of berm to tie the existing top of swale into the top of the wier wall on the outlet structure. The addition of landscape fabric and landscape rock on the existing swale east of the inlet structure extending all the way across the back property line. Also includes changing the rock material and color along the top of slope to existing wall.
- 6) Item 200 is to add the Handrail sown on the existing plans.
- 7) Item 220 is for the additional work identified in the final walk thorough. This work includes building up the top of swale on the west of the Wier wall to match the east side. The building of the Rock Monument, cutting of the toe wall on the outlet structure to eliminate ponding water in outlet structure.

Please let us know if you have any questions or comments, thank you, Sincerely Lonnie Ferguson.



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Community Development
ITEM #: 9.1
SUBJECT: **FNP23-013:** Approval of a Final Plat for South Ranch Unit 4A, Consisting of 92 Single-Family Residential Lots within the Deep Well Ranch Master Plan on the Northwest Corner of Jenna Lane and James Lane.

ITEM SUMMARY

This item is for the approval of the proposed Final Plat for Unit 4A of the South Ranch at Deep Well Ranch Subdivision. Unit 4A consists of 92 single family residential lots on 13.95 acres. The standard lot size is approximately 3,422 square feet.

BACKGROUND

At the November 28, 2023, City Council Meeting, the Preliminary Plat for South Ranch at Deep Well Ranch Subdivision, Unit 4, was approved consisting of 200 lots on approximately 34.1 acres. The design incorporates 4.35 acres (31%) of open space. The property is zoned SPC as part of the Deep Well Ranch Master Plan. The property has been designated under the Land Use Group V (Village) per the Deep Well Ranch Master Plan and the approval letter from the Master Plan Administrator.

The plat lies north of James Lane and takes access from Jenna Lane. The road and associated infrastructure will need to be completed prior to the extension of neighborhood roads and infrastructure into the two units of this plat.

The subdivision is of a typical design with internal roads and infrastructure branching off from Jenna Lane. In this unit of the final plat, there is one primary access off of Jenna Lane and one temporary emergency access to Jenna Lane. Additional access is planned, per the preliminary plat, in Unit 4B. This meets Fire Department and general circulation requirements.

The subdivision is in proximity to the airport and is subject to a number of additional requirements for review by City staff and the FAA. The subdivider is aware of the requirements and has obtained the necessary review results from the FAA.

The Final Plat was reviewed for compliance with the approved Preliminary Plat per Resolution No. 3213. Staff determined that the Final Plat is in compliance with the approved Preliminary Plat as there have been no changes between the two.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

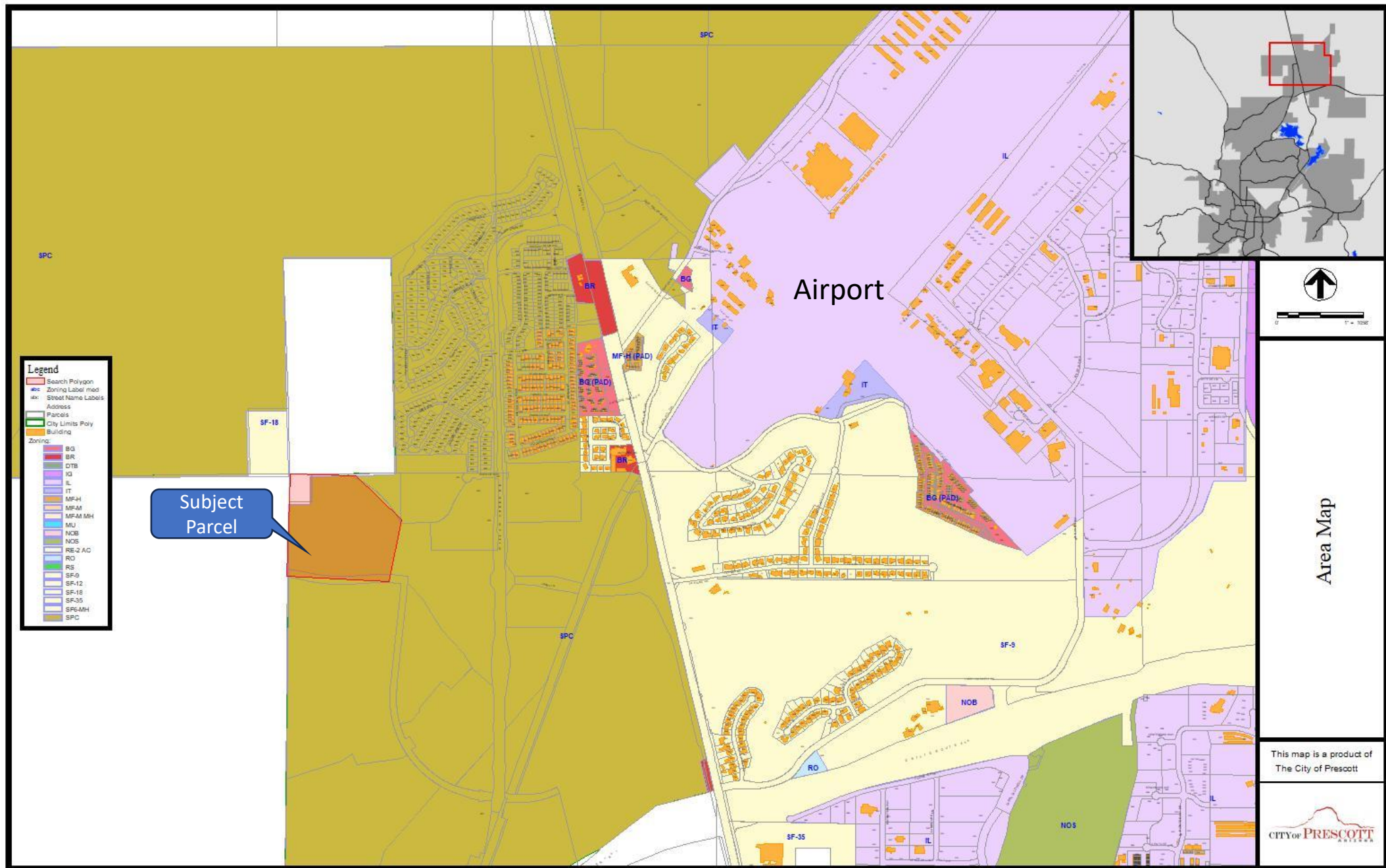
RECOMMENDED ACTION

MOVE to approve FNP23-013

ATTACHMENTS

1. Maps

2. Approved Preliminary Plat
3. South Ranch 4A Final Plat
4. CC - Resolutions - 3213 - 11231999





PRELIMINARY PLAT
FOR
SOUTH RANCH II - UNIT 4
SITUATED IN A PORTION OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 2 WEST, OF
THE GILA AND SALT RIVER MERIDIAN,
YAVAPAI COUNTY, ARIZONA.

ZONING

CURRENT ZONING: SPECIAL PLANNED COMMUNITY (SPC) DISTRICT.

PROJECT DESCRIPTION

A RESIDENTIAL DEVELOPMENT OF APPROXIMATELY 31 ACRES CONSISTING OF UNIT 4A & 4B OF SOUTH RANCH II FOR A TOTAL OF 200 RESIDENTIAL UNITS.

FLOODPLAIN

THE YAVAPAI COUNTY, ARIZONA AND INCORPORATED AREAS FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 04025C1690G, DATED SEPTEMBER 3, 2010 INDICATES THAT THE SITE FALLS WITHIN ZONE "X" (SHADED), REFER TO EXHIBIT FIGURE 2 - FIRM MAP FOR SITE LOCATION AND FIRM MAP INFORMATION. ZONE "X" (SHADED) IS DEFINED BY FEMA AND PER THE FIRM PANEL.

AS FOLLOWS:
AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LEGEND			
---	RIGHT-OF-WAY LINE	CL	CENTERLINE
---	EASEMENT LINE	EX	EXISTING
---	CENTERLINE	PUE	PUBLIC UTILITY EASEMENT
---	BOUNDARY LINE	PVMT	PAVEMENT
---	LOT LINE	R	RADIUS
●	SURVEY MONUMENT	R/W	RIGHT-OF-WAY
8" W	WATER LINE	VNAE	VEHICLE NON ACCESS EASEMENT
8" S	SEWER LINE	---	SIDEWALK
SEWER FLOW ARROW		●	POWER POLES
EX 12" W	WATER LINE	●	EXIST FIRE HYDRANT
EX 12" S	SEWER LINE	⊙	EXIST MANHOLE
---	UNIT LINE	⊗	EXIST VALVE
---	MATCH LINE	⊙	STORM DRAIN MANHOLE
---	EXIST EDGE OF PAVEMENT	●	FIRE HYDRANT
---	EXIST FENCE	⊙	MANHOLE
		⊗	VALVE

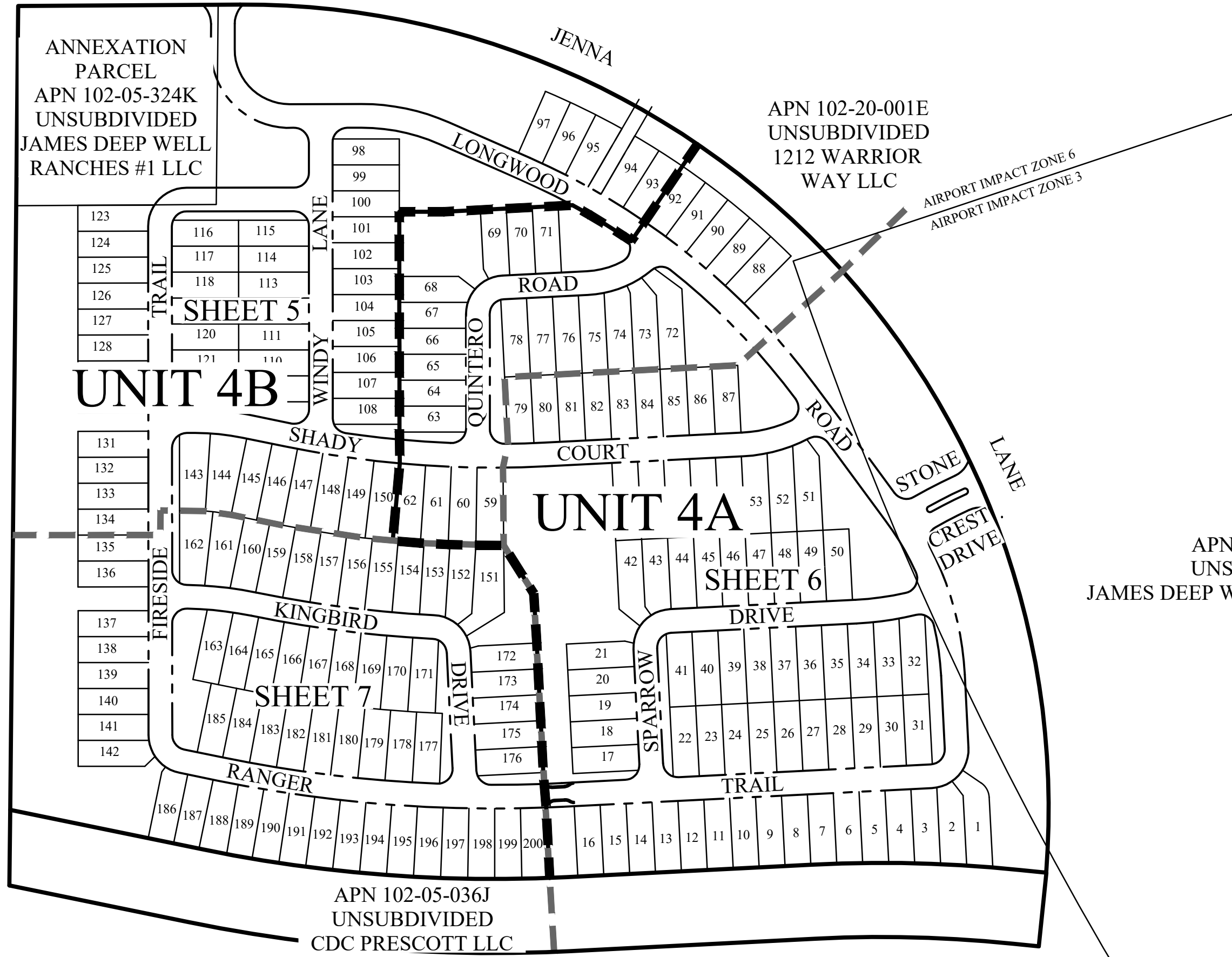
PROJECT SUMMARY

DESCRIPTION	ACRES
UNIT 4	31.289

RESIDENTIAL PROJECT SUMMARY

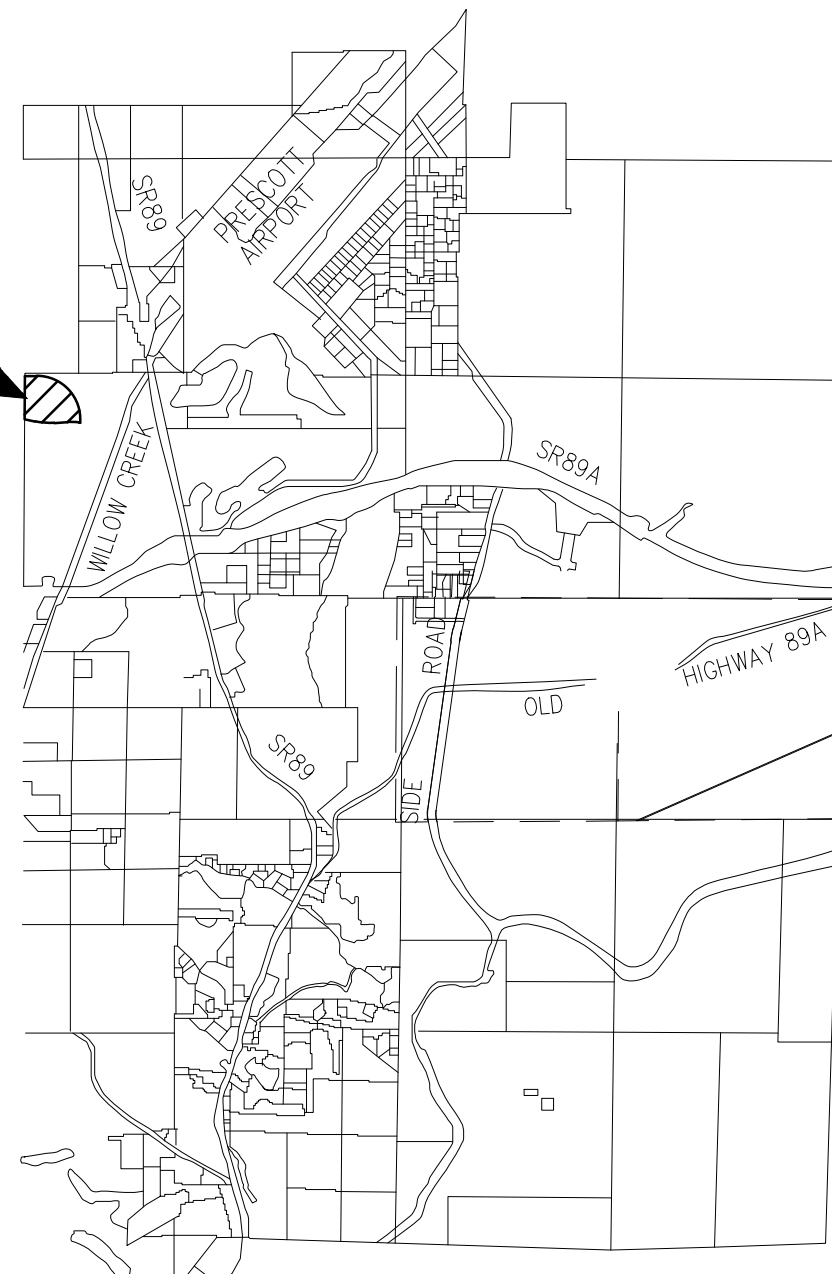
PARCEL DESIGNATION	NUMBER OF LOTS	STANDARD LOT SIZE (FT)	STANDARD LOT SIZE (SF)	ZONING DESIGNATION	GROSS AREA (ACRES)	OPEN SPACE (ACRES)	R/W (ACRES)	NET RESIDENTIAL AREA (ACRES)	PERCENT OPEN SPACE
UNIT 4A	92	35' x 90'	3,150	"SPC"	14.097	4.48	2.353	7.264	31.78%
UNIT 4B	108	35' x 90'	3,150	"SPC"	15.522	4.58	2.515	8.427	29.51%
ANNEXATION PARCEL					1.67	1.612	.058	-	96.53%
TOTAL	200				31.289	10.672	4.926	15.691	34.11%

APN 800-20-033
UNSUBDIVIDED
STATE OF
ARIZONA



KEYMAP
NTS

PROJECT
SITE



VICINITY MAP
NTS

OWNER/DEVELOPER

ASH-DORN LLC
600 W. GURLEY ST., SUITE 100
PRESCOTT, AZ 86305
TEL (682) 232-9384
CONTACT: JOHN STONE
EMAIL: JSTONE@EVERMOREHOMES.COM

ENGINEER

HUITT-ZOLLARS, INC.
6737 CORSAIR AVE
PRESCOTT, AZ 86301
TEL (602) 252-8384
FAX (602) 252-8385
CONTACT: RYAN RAAB
EMAIL: RRAAB@HUITT-ZOLLARS.COM

SURVEYOR

HUITT-ZOLLARS, INC.
6737 CORSAIR AVE, SUITE B
PRESCOTT, ARIZONA 86301
TEL (928) 445-5595
CONTACT: JODY STONE, RLS# 37401
EMAIL: JSTONE@HUITT-ZOLLARS.COM

SHEET INDEX

SHEET 1	- COVER SHEET
SHEET 2	- OVERALL BOUNDARY
SHEET 3-4	- STREET SECTIONS, DETAILS, & TABLES
SHEET 5-7	- PRELIMINARY PLAT SHEETS

UTILITIES

WATER	- CITY OF PRESCOTT PUBLIC WORKS DEPT WATER
SEWER	- CITY OF PRESCOTT PUBLIC WORKS DEPT SEWER
ELECTRIC	- ARIZONA PUBLIC SERVICE CO. (APS) - ELECTRIC
COMMUNICATIONS	- CENTURYLINK COMMUNICATIONS
REFUSE COLLECTION	- CITY OF PRESCOTT WASTE MANAGEMENT
POLICE	- CITY OF PRESCOTT POLICE DEPARTMENT
FIRE	- CITY OF PRESCOTT FIRE DEPARTMENT
TELEPHONE	- QWEST COMMUNICATIONS
CABLE TV	- CABLEONE/ SPARKLIGHT

BASIS OF BEARING

NORTH 0°34'16" EAST MEASURED BETWEEN THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 2 WEST AND NORTHWEST OF SECTION 35, AS RECORDED IN INSTRUMENT#2016-0042384 ON FILE AT THE YAVAPAI COUNTY RECORDERS OFFICE, YAVAPAI COUNTY, ARIZONA. BEARINGS ARE BASED ON THE CITY OF PRESCOTT COORDINATE SYSTEM.

BENCHMARK

FOUND USC&GS BRASS CAP STAMPED "ENTRO" AT THE TOP OF THE HILL LOCATED IN THE NORTHWEST QUARTER OF SECTION 6.

ELEVATION: 5169.53 (NAVD 88 DATUM)

N: 618050.358
E: 623768.873

dorn
HOMES



HUITT
ZOLLARS

5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huitt-zollars.com

REVISIONS:

SOUTH RANCH II - UNIT 4

PRELIMINARY PLAT

Land Planning • Hydrology • Land Development • Civil Infrastructure • Surveying



EXPIRES 6/30/2026

DESIGNED:

BM

DRAWN:

SS

CHECKED:

RHR

PLOT DATE:

9/22/23

SHEET 1 OF 7

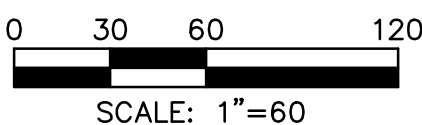
PROJECT NO. R314344.07

REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____

$L=492.64'$, $R=1950.00'$
 $\Delta=14^{\circ}28'30''$

$$\frac{L=281.82', R=1850.00'}{\Delta=8^{\circ}43'41''}$$

S84°10'18"E 34.98'



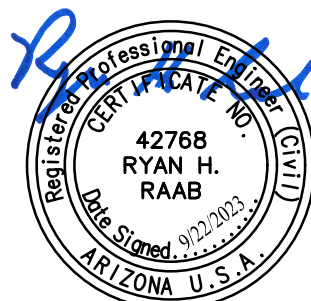
SCALE: 1"=60'



SOUTH RANCH II - UNIT 4

PRELIMINARY PLAT

Land Planning • Hydrology • Land Development • Civil Infrastructure • Surveying



EXPIRES 6/30/2026

DESIGNED:

DRAWN:

CHECKED:

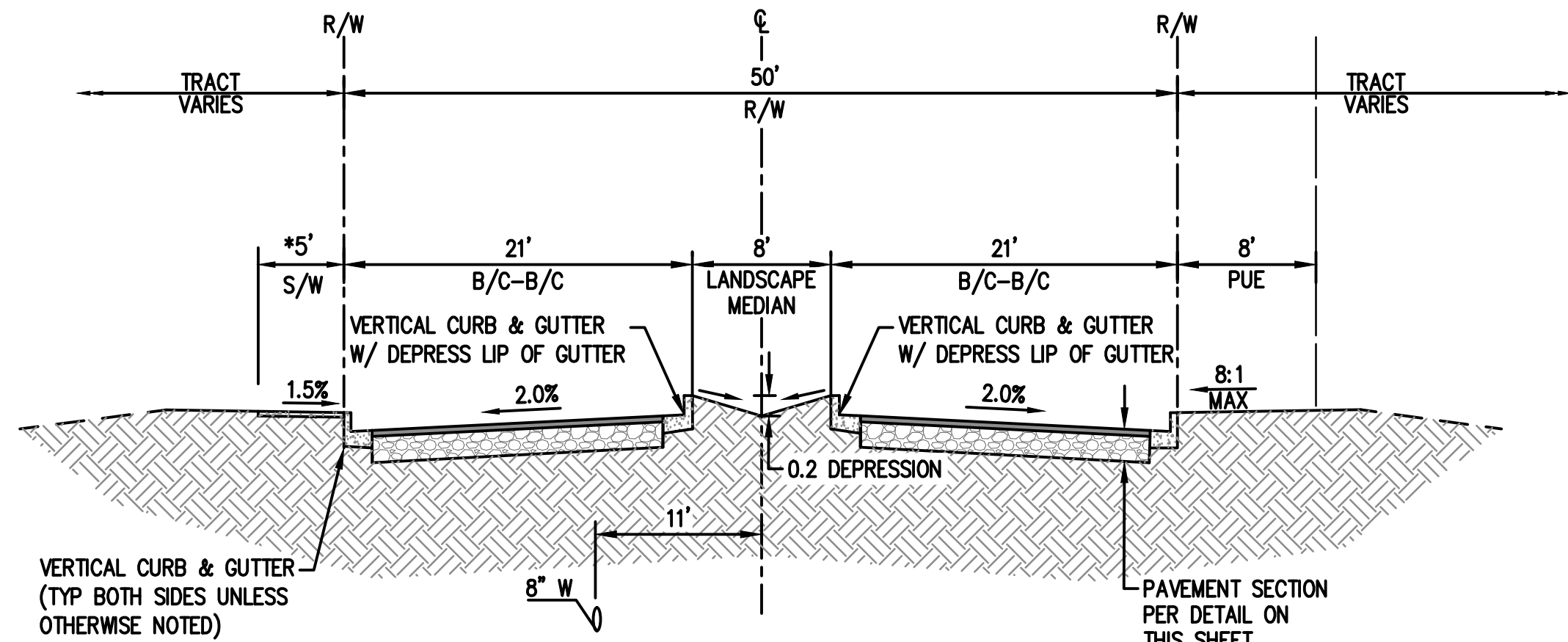
PLOT DATE:

SHEET 2 OF 7

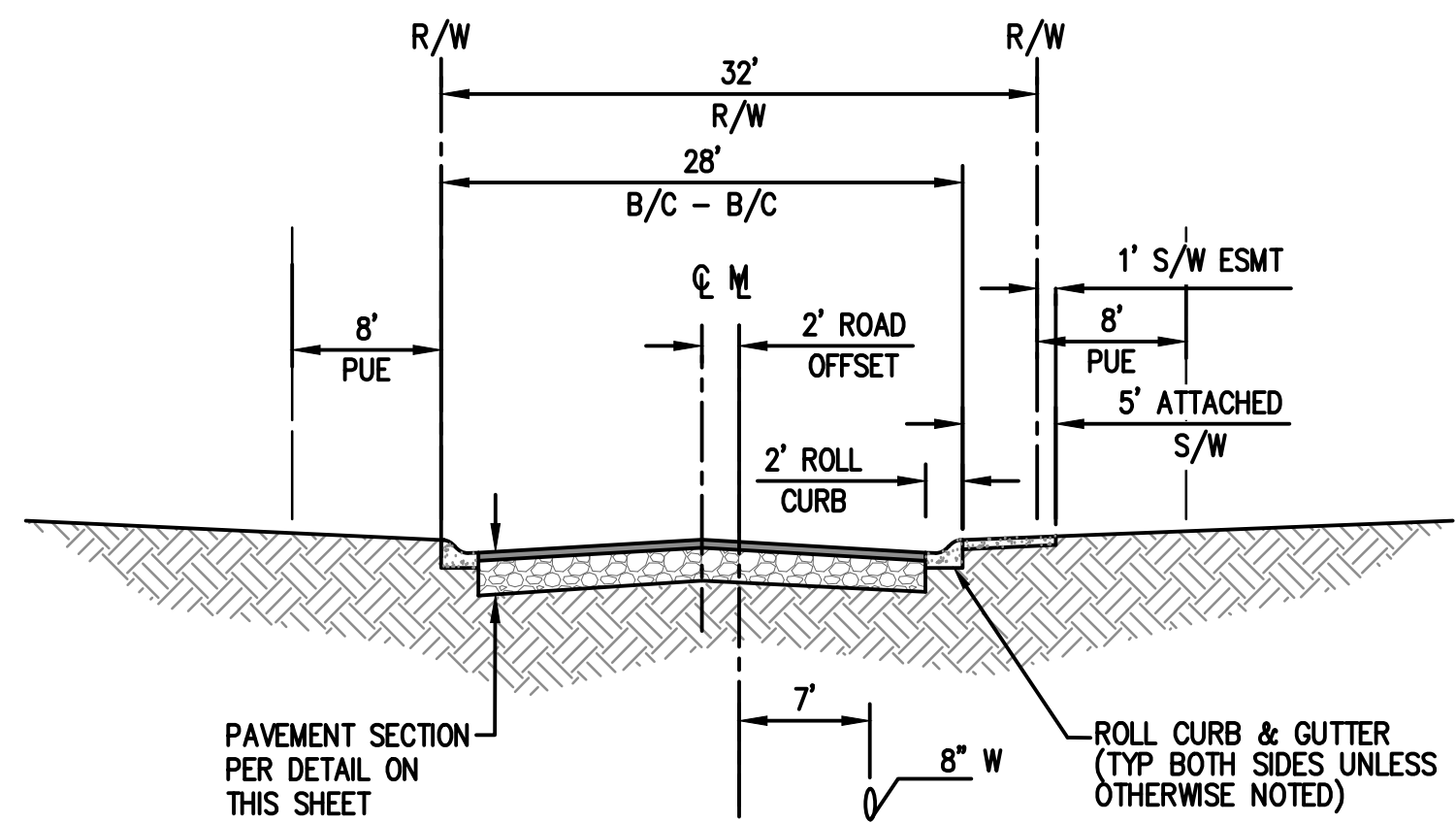
PROJECT NO. R314344.07

5050 N. 40th Street Suite #100 | Phoenix, Arizona 85018
Office (602) 252-8384 | Fax (602) 252-8385
www.huilt-zollars.com

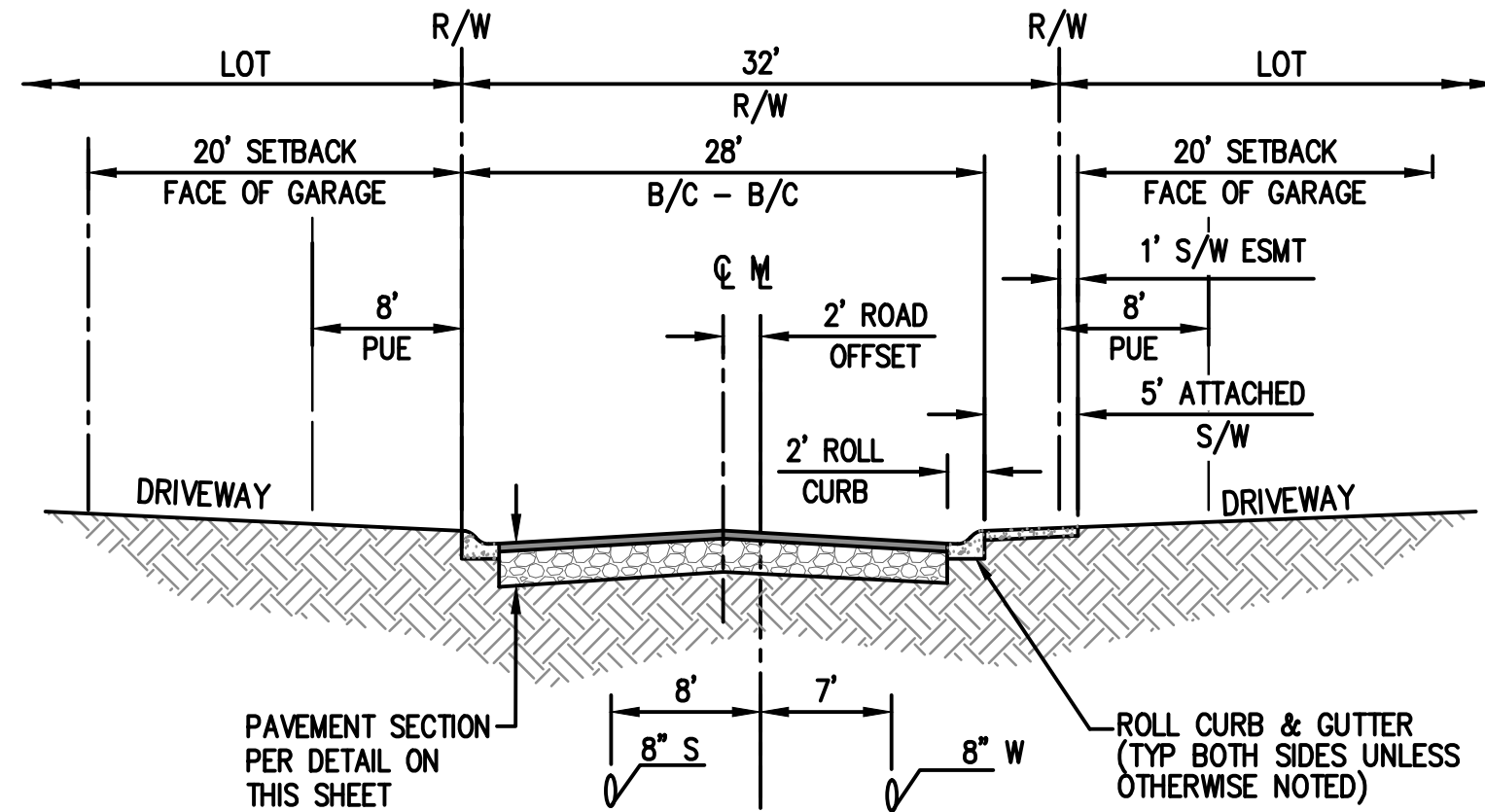
REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____



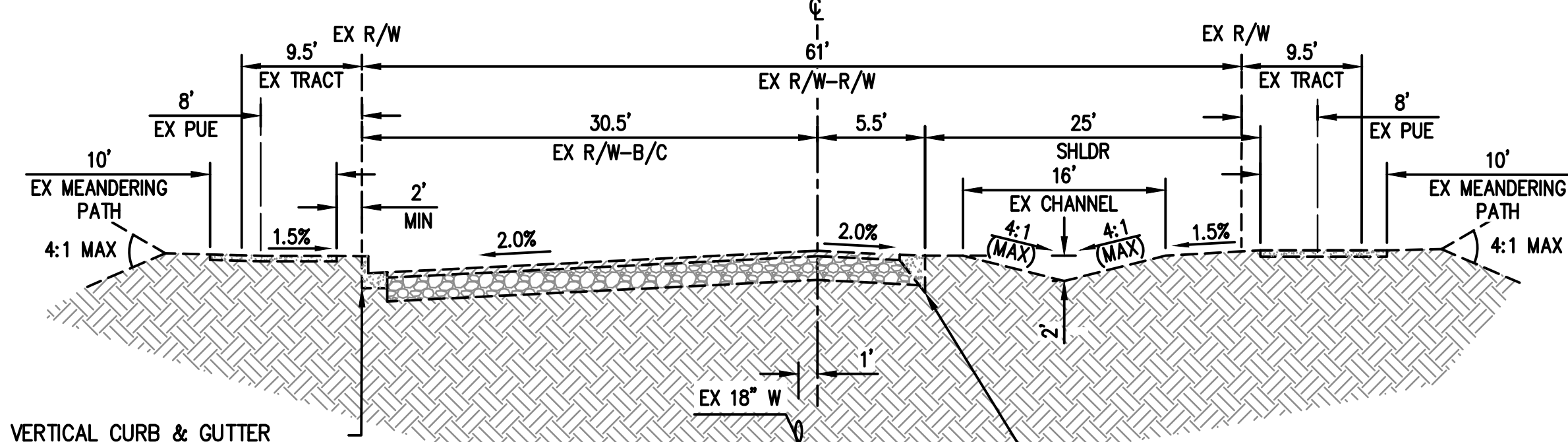
SOUTH ENTRANCE ROAD NTS
*TRACT, SIDEWALK, AND PATH PER PLAN



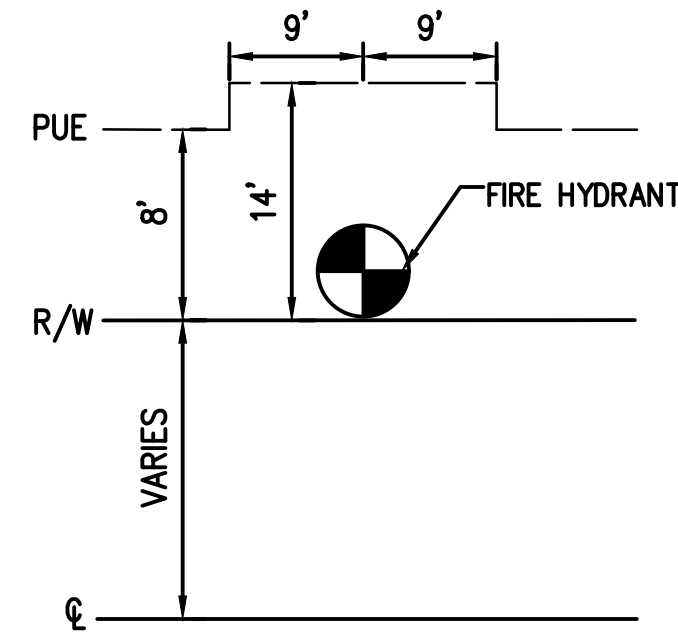
NORTH ENTRANCE ROAD NTS
NO PARKING ON ONE SIDE WITH THE POSTED FIRE LANE SIGNAGE
*TRACT, SIDEWALK, AND PATH PER PLAN



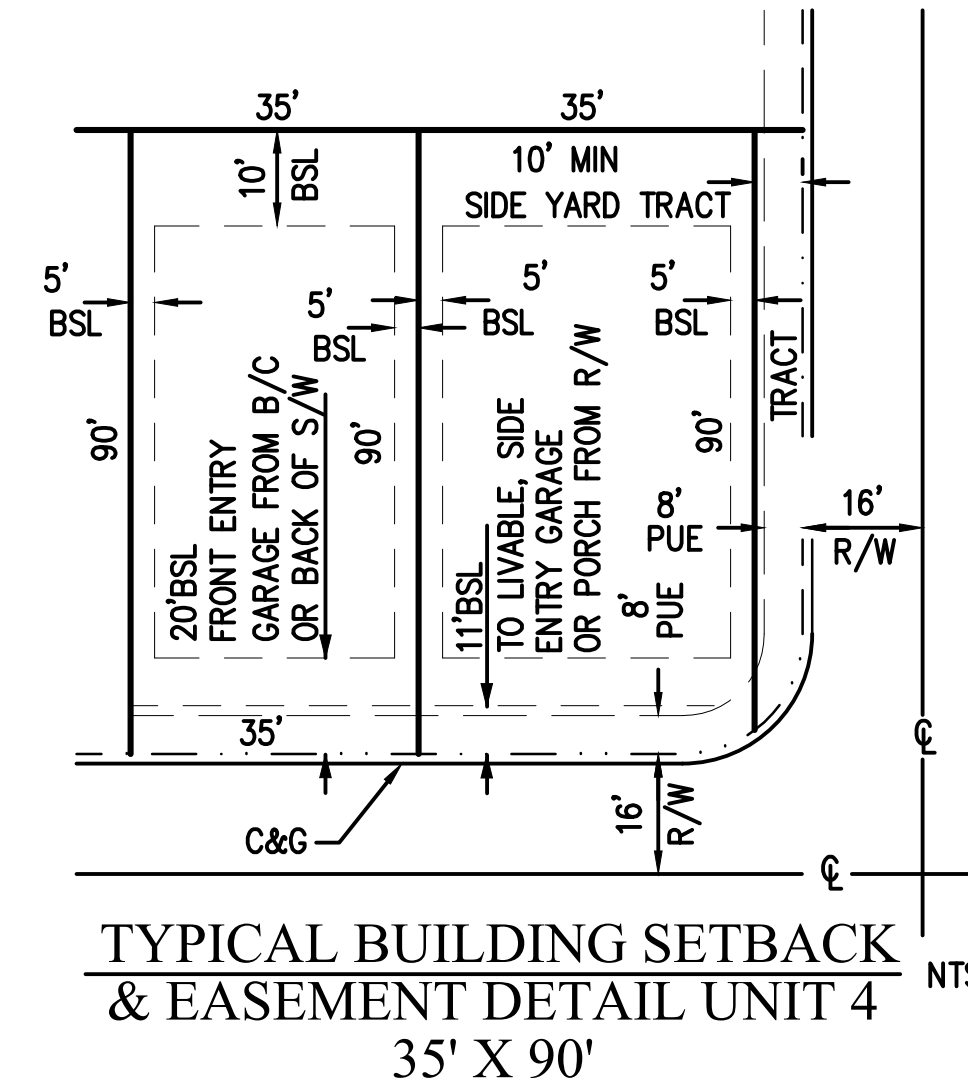
LOCAL RESIDENTIAL STREET NTS
NO PARKING ON ONE SIDE WITH THE POSTED FIRE LANE SIGNAGE
*SIDEWALK LOCATION PER PLAN



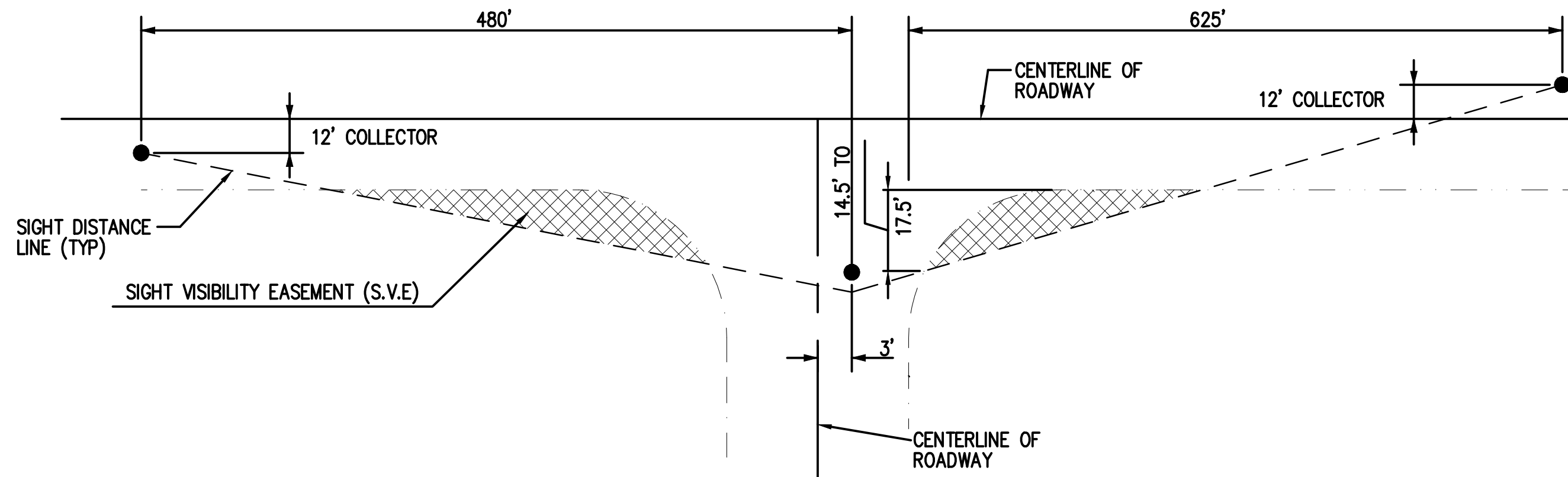
JENNA LANE - INTERIM NTS
FOR REFERENCE ONLY



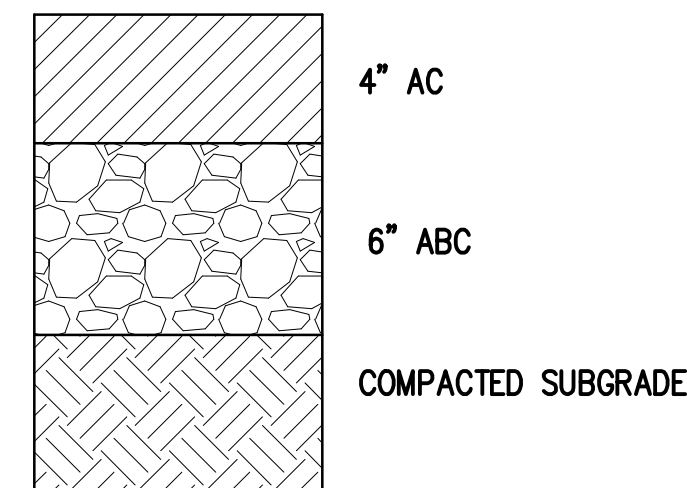
FIRE HYDRANT 10' CLEARANCE PUE NTS



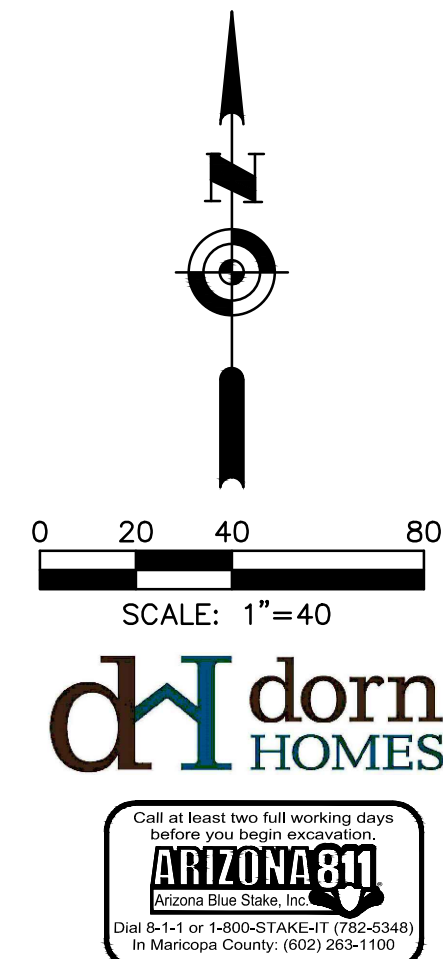
TYPICAL BUILDING SETBACK & EASEMENT DETAIL UNIT 4 NTS
35' X 90'



SIGHT VISIBILITY EASEMENTS (SVE) NTS



PAVEMENT SECTION LOCAL STREET NTS



REVISIONS:

NO.	DESCRIPTION	DATE

SOUTH RANCH II - UNIT 4

PRELIMINARY PLAT

Land Planning • Hydrology • Land Development • Civil Infrastructure • Surveying

DESIGNED: BM

DRAWN: SS

CHECKED: RHR

PLOT DATE: 9/22/23

SHEET 3 OF 7

PROJECT NO. R314344.07

EXPRES 6/30/2026

42768 RYAN H. RAAB

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REVIEWED BY	DATE
DRAFTED BY	DATE
CHECKED BY	DATE

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
1	4,332	0.0995
2	3,713	0.0852
3	3,558	0.0817
4	3,465	0.0795
5	3,396	0.0780
6	3,351	0.0769
7	3,328	0.0764
8	3,325	0.0763
9	3,325	0.0763
10	3,325	0.0763
11	3,325	0.0763
12	3,325	0.0763
13	3,325	0.0763
14	3,325	0.0763
15	3,325	0.0763
16	3,325	0.0763
17	3,146	0.0722
18	3,150	0.0723
19	3,150	0.0723
20	3,150	0.0723
21	3,134	0.0720
22	3,322	0.0763
23	3,325	0.0763
24	3,325	0.0763
25	3,325	0.0763
26	3,325	0.0763
27	3,325	0.0763
28	3,325	0.0763
29	3,325	0.0763
30	3,325	0.0763
31	3,325	0.0763
32	3,717	0.0853
33	3,568	0.0819
34	3,504	0.0804
35	3,500	0.0803
36	3,500	0.0803
37	3,500	0.0803
38	3,500	0.0803
39	3,500	0.0803
40	3,500	0.0803
41	3,497	0.0803
42	3,786	0.0869
43	3,425	0.0786
44	3,360	0.0771
45	3,360	0.0771
46	3,360	0.0771
47	3,360	0.0771
48	3,360	0.0771
49	3,360	0.0771
50	3,360	0.0771

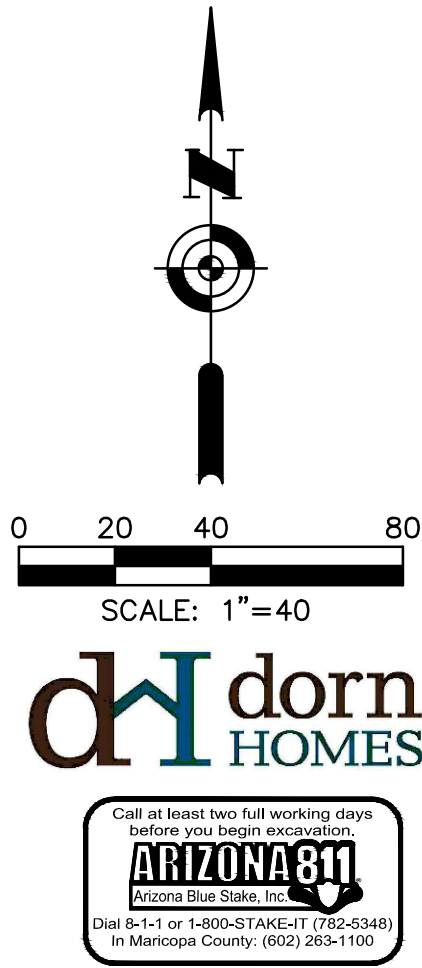
LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
51	4,058	0.0932
52	3,889	0.0893
53	3,701	0.0850
54	3,675	0.0844
55	3,675	0.0844
56	3,675	0.0844
57	3,675	0.0844
58	3,675	0.0844
59	3,800	0.0872
60	3,800	0.0872
61	3,800	0.0872
62	3,800	0.0872
63	3,149	0.0723
64	3,150	0.0723
65	3,150	0.0723
66	3,150	0.0723
67	3,163	0.0726
68	3,287	0.0754
69	3,151	0.0723
70	3,150	0.0723
71	3,150	0.0723
72	4,584	0.1052
73	4,086	0.0938
74	3,855	0.0885
75	3,687	0.0846
76	3,675	0.0844
77	3,675	0.0844
78	3,674	0.0844
79	3,171	0.0728
80	3,185	0.0731
81	3,185	0.0731
82	3,185	0.0731
83	3,185	0.0731
84	3,185	0.0731
85	3,185	0.0731
86	3,185	0.0731
87	3,185	0.0731
88	3,302	0.0758
89	3,291	0.0755
90	3,292	0.0756
91	3,294	0.0756
92	3,296	0.0757
93	3,297	0.0757
94	3,299	0.0757
95	3,386	0.0777
96	3,303	0.0758
97	3,256	0.0748
98	3,149	0.0723
99	3,150	0.0723
100	3,150	0.0723

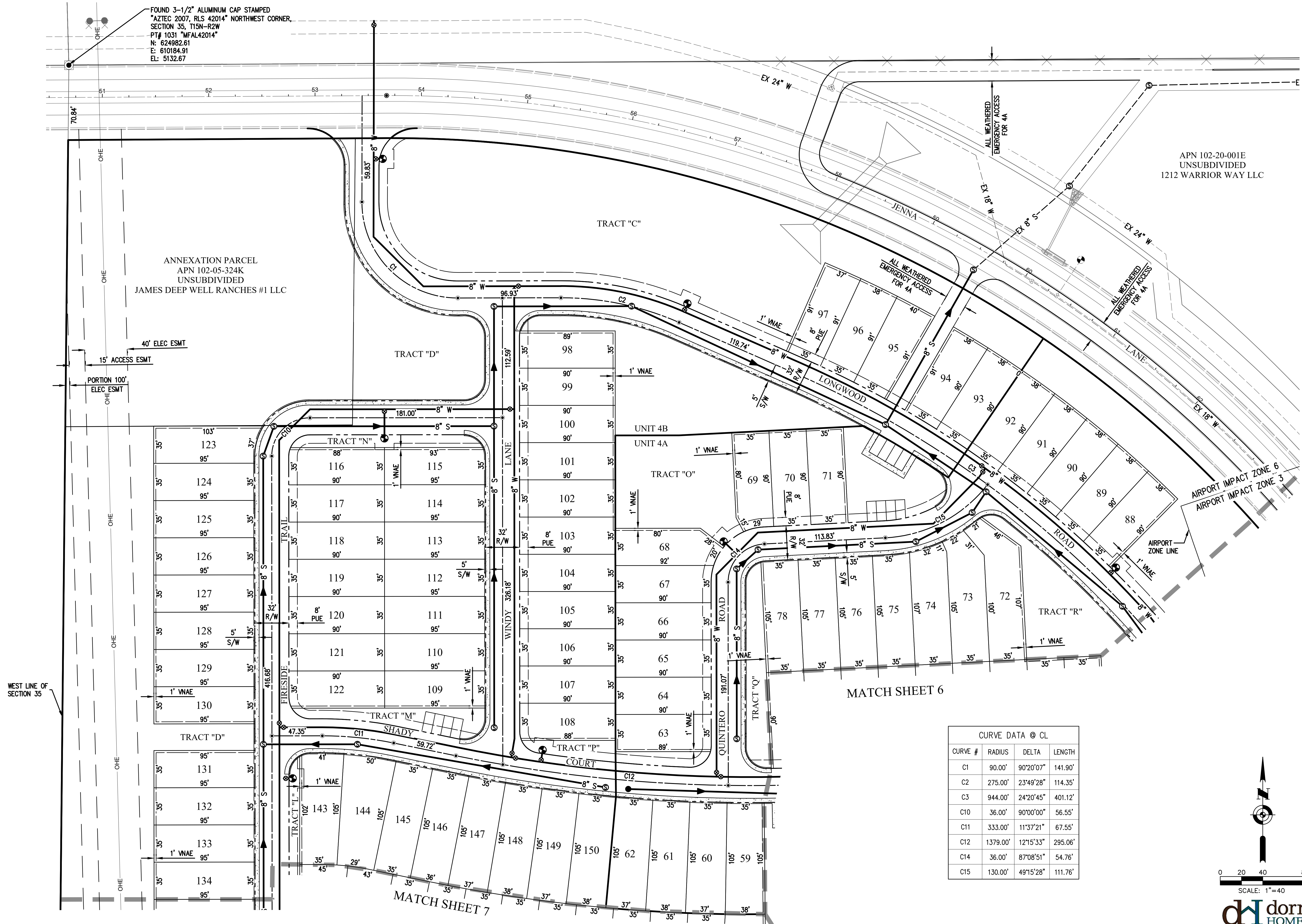
LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
101	3,150	0.0723
102	3,150	0.0723
103	3,150	0.0723
104	3,150	0.0723
105	3,150	0.0723
106	3,150	0.0723
107	3,150	0.0723
108	3,146	0.0722
109	3,325	0.0763
110	3,325	0.0763
111	3,325	0.0763
112	3,325	0.0763
113	3,325	0.0763
114	3,325	0.0763
115	3,321	0.0762
116	3,146	0.0722
117	3,150	0.0723
118	3,150	0.0723
119	3,150	0.0723
120	3,150	0.0723
121	3,150	0.0723
122	3,141	0.0721
123	3,401	0.0781
124	3,325	0.0763
125	3,325	0.0763
126	3,325	0.0763
127	3,325	0.0763
128	3,325	0.0763
129	3,325	0.0763
130	3,325	0.0763
131	3,325	0.0763
132	3,325	0.0763
133	3,325	0.0763
134	3,325	0.0763
135	3,325	0.0763
136	3,325	0.0763
137	3,325	0.0763
138	3,325	0.0763
139	3,325	0.0763
140	3,325	0.0763
141	3,326	0.0764
142	3,430	0.0787
143	4,019	0.0923
144	4,445	0.1020
145	3,675	0.0844
146	3,732	0.0857
147	3,800	0.0872
148	3,800	0.0872
149	3,800	0.0872
150	3,800	0.0872

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
151	4,612	0.1059
152	3,558	0.0817
153	3,373	0.0774
154	3,468	0.0796
155	3,468	0.0796
156	3,468	0.0796
157	3,468	0.0796
158	3,468	0.0796
159	3,466	0.0796
160	3,375	0.0775
161	3,826	0.0878
162	3,963	0.0910
163	3,431	0.0788
164	3,526	0.0809
165	3,608	0.0828
166	3,608	0.0828
167	3,608	0.0828
168	3,608	0.0828
169	3,608	0.0828
170	3,608	0.0828
171	3,603	0.0827
172	3,138	0.0720
173	3,150	0.0723
174	3,150	0.0723
175	3,150	0.0723
176	3,147	0.0722
177	3,416	0.0784
178	3,416	0.0784
179	3,416	0.0784
180	3,416	0.0784
181	3,416	0.0784
182	3,416	0.0784
183	3,416	0.0784
184	3,416	0.0784
185	3,326	0.0764
186	3,351	0.0769
187	3,325	0.0763
188	3,446	0.0791
189	3,323	0.0763
190	3,390	0.0778
191	3,390	0.0778
192	3,390	0.0778
193	3,390	0.0778
194	3,390	0.0778
195	3,390	0.0778
196	3,390	0.0778
197	3,390	0.0778
198	3,390	0.0778
199	3,390	0.0778
200	3,432	0.0788

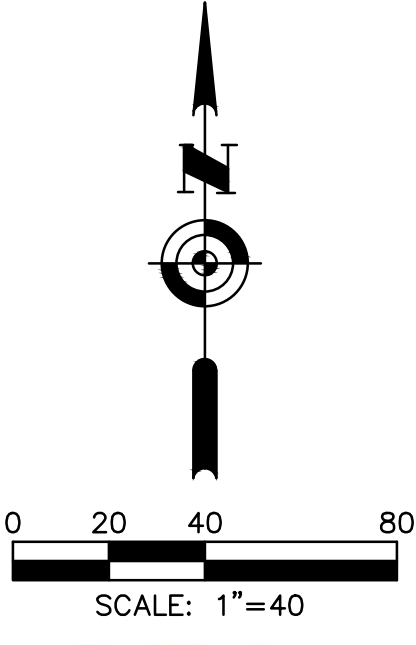
TRACT AREA TABLE		
TRACT.	AREA (SF)	USE
TRACT "A"	44,754.830	OPENSOURCE, DRAINAGE
TRACT "B"	475.103	OPENSOURCE
TRACT "C"	111,740.476	OPENSOURCE, DRAINAGE, UTILITY
TRACT "D"	168,885.877	OPENSOURCE, DRAINAGE, UTILITY
TRACT "E"	3,610.050	OPENSOURCE
TRACT "F"	3,222.930	OPENSOURCE
TRACT "G"	2,369.145	OPENSOURCE
TRACT "H"	13,574.740	OPENSOURCE
TRACT "I"	48,404.064	OPENSOURCE, DRAINAGE
TRACT "J"	2,678.897	OPENSOURCE
TRACT "K"	7,567.758	OPENSOURCE
TRACT "L"	1,895.045	OPENSOURCE
TRACT "M"	3,114.538	OPENSOURCE
TRACT "N"	2,057.069	OPENSOURCE
TRACT "O"	31,626.506	OPENSOURCE, DRAINAGE
TRACT "P"	2,425.927	OPENSOURCE
TRACT "Q"	3,654.868	OPENSOURCE
TRACT "R"	13,159.059	OPENSOURCE

REVIEWED BY _____ DATE _____
 DRAFTED BY _____ DATE _____
 CHECKED BY _____ DATE _____

[illegible]



CURVE DATA @ CL			
CURVE #	RADIUS	DELTA	LENGTH
C1	90.00'	90°20'07"	141.90'
C2	275.00'	23°49'28"	114.35'
C3	944.00'	24°20'45"	401.12'
C10	36.00'	90°00'00"	56.55'
C11	333.00'	11°37'21"	67.55'
C12	1379.00'	12°15'33"	295.06'
C14	36.00'	87°08'51"	54.76'
C15	130.00'	49°15'28"	111.76'



DESIGNED:		BM	
DRAWN:		SS	
CHECKED:	PLOT DATE:		
RHR	9/22/23		
SHEET	5	OF	7
PROJECT NO.		R314344.07	

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REVISIONS

SOUTH RANCH II - UNIT 4

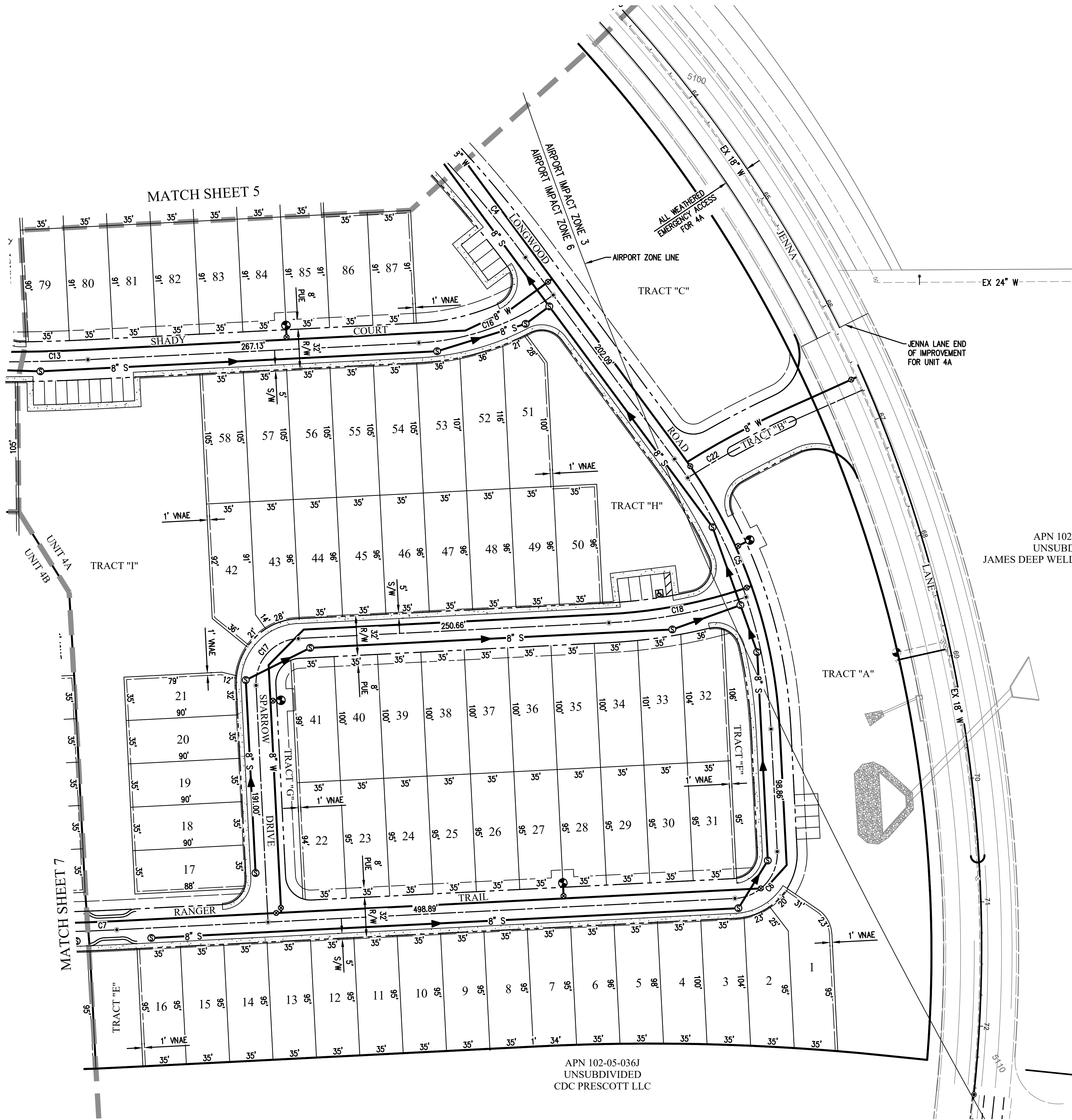
PRELIMINARY PLAT

Land Planning • Hydrology • Land Development • Civil Infrastructure • Surveying

EXPIRES 6/30/2026	
DESIGNED: BM	
DRAWN: SS	
CHECKED: RHR	PLOT DATE: 9/22/23
SHEET 5 OF 7	
PROJECT NO. R314344.07	

REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____

REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____



APN 102-05-036F
UNSUBDIVIDED
JAMES DEEP WELL RANCHES #1 LLC

CURVE DATA @ CL			
CURVE #	RADIUS	DELTA	LENGTH
C4	944.00'	5°28'27"	90.19'
C5	400.00'	33°34'42"	234.42'
C6	36.00'	90°00'00"	56.55'
C7	1839.00'	0°42'59"	22.99'
C13	1379.00'	2°12'56"	53.32'
C16	200.00'	33°24'12"	116.60'
C17	36.00'	90°00'00"	56.55'
C18	420.00'	15°23'59"	112.89'
C22	714.85'	9°27'26"	117.99'

0 20 40 80
SCALE: 1"=40'

dorn HOMES

ARIZONA 811
Arizona Blue State, Inc.
Call at least two full working days before you begin excavation.
Dial 8-1-1 or 1-800-STAKE-IT (732-6348)
In Maricopa County: (602) 255-1100

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REVISIONS:	

SOUTH RANCH II - UNIT 4

PRELIMINARY PLAT

Land Planning • Hydrology • Land Development • Civil Infrastructure • Surveying

Professional Engineer
42768
RYAN H. RAAB
Professional Engineer
No. 1972003
ARIZONA U.S.A.

EXPIRES 6/30/2026

DESIGNED: BM

DRAWN: SS

CHECKED: RHR PLOT DATE: 9/22/23

SHEET 6 OF 7

PROJECT NO. R314344.07

REVIEWED BY _____ DATE _____
DRAFTED BY _____ DATE _____
CHECKED BY _____ DATE _____

FOUND 2" BRASS CAP IN CONCRETE STAMPED
"CHEEK PE 2398", WITH AN ALUMINUM WASHER,
STAMPED "YAVAPAI COUNTY GPS/GIS #279 RLS 13190"
SOUTHWEST CORNER, SECTION 35, T15N-R2W
PT# 1032 "MFIP"
N: 619634.60
E: 610131.63
EL: 5135.10

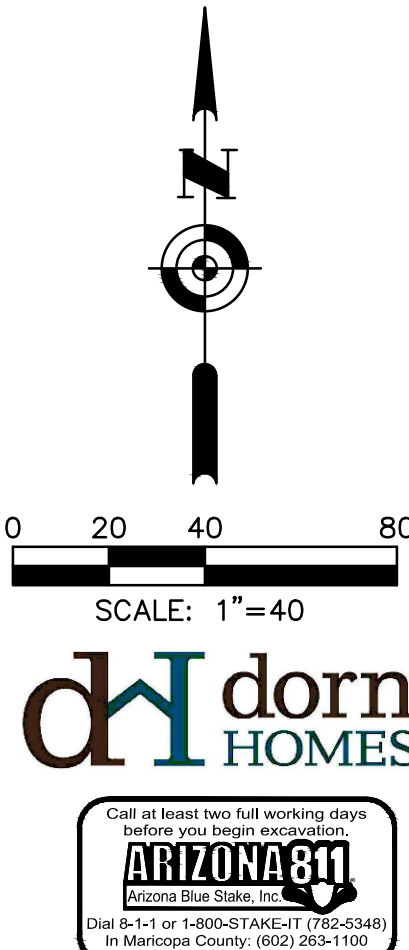
APN 800-20-033J
UNSUBDIVIDED
STATE OF ARIZONA

APN 102-05-036J
UNSUBDIVIDED
CDC PRESCOTT LLC

MATCH SHEET 5

MATCH SHEET 6

CURVE DATA @ CL			
CURVE #	RADIUS	DELTA	LENGTH
C8	1839.00'	13°45'31"	441.61'
C9	36.00'	78°22'39"	49.25'
C19	36.00'	84°13'15"	52.92'
C20	1612.00'	8°41'45"	244.66'
C21	500.00'	14°31'06"	126.70'

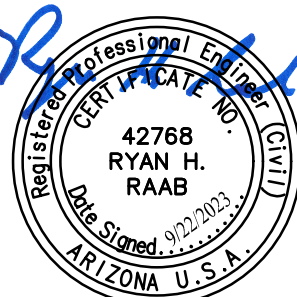


REVISIONS:

SOUTH RANCH II - UNIT 4

PRELIMINARY PLAT

Land Planning • Hydrology • Land Development • Civil Infrastructure • Surveying



DESIGNED: BM
DRAWN: SS
CHECKED: RHR PLOT DATE: 9/22/23
SHEET 7 OF 7
PROJECT NO. R314344.07

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FINAL PLAT
FOR
"SOUTH RANCH UNIT 4A"
A PORTION OF THE WEST HALF OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF YAVAPAI } SS

KNOWN BY ALL MEN THESE PRESENTS:

THAT DAVIDSON HOMES LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "SOUTH RANCH UNIT 4A", SITUATED IN A PORTION OF THE WEST HALF OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AS SHOWN PLATTED HEREON, AND HEREBY DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME; AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT; AND THAT:

TRACTS "A" THROUGH "L", INCLUSIVE, SHALL BE CONVEYED TO THE PROPERTY OWNERS ASSOCIATION, AND SAID TRACTS SHALL BE MAINTAINED BY THE "DEEP WELL RANCH PROPERTY OWNERS ASSOCIATION" (THE PROPERTY OWNERS ASSOCIATION).

PUBLIC UTILITY EASEMENTS ("PUE") ARE HEREBY DEDICATED TO THE CITY OF PRESCOTT FOR USE BY THE CITY AND ITS PERMITEES IN, OVER, ABOVE AND UNDER SAID TRACT. SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING PUBLIC UTILITIES, IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS AS SHOWN ON THIS PLAT.

THIS PLAT HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE PUBLIC THE PUBLIC STREETS, IN FEE, SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

THIS PLAT HEREBY DEDICATES TO THE CITY OF PRESCOTT FOR USE BY THE CITY AND ITS PERMITEES, EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN TRACTS "A", "C", "D", "F", "G", "J", "K" AND "L", AND IN LOTS 22-41, 61-69, 77-85 AND 86-92, AS SHOWN ON THIS PLAT. SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING PUBLIC UTILITIES, IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS AS SHOWN ON THIS PLAT.

THIS PLAT HEREBY DEDICATES TO THE CITY OF PRESCOTT PERPETUAL, NON-EXCLUSIVE SIGHT VISIBILITY EASEMENTS (S.V.E. OR SVE) AND NON-EXCLUSIVE SIGHT VISIBILITY TRIANGLE EASEMENTS (S.V.T. OR SVT) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS SVE AND/OR SVT FOR THE PURPOSE OF MAINTAINING VEHICULAR TRAFFIC SIGHT VISIBILITY.

THIS PLAT HEREBY DEDICATES "PUBLIC TRAIL EASEMENT" TO THE PUBLIC FOR THE PURPOSES OF MULTI-USE BICYCLE AND PEDESTRIAN USES.

THIS PLAT HEREBY DEDICATES TO THE CITY OF PRESCOTT A PERPETUAL, NON-EXCLUSIVE NON-VEHICULAR ACCESS EASEMENT (N.V.A.E. OR NVAE) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "N.V.A.E." OR "NVAE" FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE EASEMENT.

THIS PLAT HEREBY DEDICATES TO THE CITY OF PRESCOTT THE TEMPORARY ACCESS AND UTILITY EASEMENT UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "TEMPORARY ACCESS AND UTILITY EASEMENT" FOR THE PURPOSE OF PUBLIC VEHICULAR ACCESS AND INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER AND SEWER FACILITIES IN, OVER, ABOVE AND UNDER THE "TEMPORARY ACCESS AND UTILITY EASEMENT" AREAS SHOWN ON THIS PLAT.

THIS PLAT HEREBY DEDICATES TO THE CITY OF PRESCOTT THE TEMPORARY SEWER AND WATER EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "TEMPORARY SEWER AND WATER EASEMENT" ARE FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER AND SEWER FACILITIES, IN, OVER, ABOVE, AND UNDER THE "TEMPORARY SEWER AND WATER EASEMENT" AREAS AS SHOWN ON THIS PLAT.

OWNER, HEREBY DECLARES TRACTS "A" THROUGH "L", INCLUSIVE, AS COMMON AREAS FOR LANDSCAPING AND THE OTHER PURPOSES SHOWN HEREON AND FOR THE USE AND ENJOYMENT OF THE LOT OWNERS AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEEP WELL RANCH, AND WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

IT WITNESS WHEREOF:

DAVIDSON HOMES LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AS OWNER OF THE LAND DESCRIBED HEREIN, HAS CAUSED THE NAME OF SAID COMPANY TO BE AFFIXED HERETO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF GRAHAM EPPERSON, ITS DIVISION PRESIDENT, BEING DULY AUTHORIZED TO DO SO, ON THIS _____ DAY OF _____, 20____.

DAVIDSON HOMES LLC,
AN ALABAMA LIMITED LIABILITY COMPANY

BY: _____ DATE
GRAHAM EPPERSON

ITS: DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF YAVAPAI } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR GRAHAM EPPERSON, THE DIVISION PRESIDENT OF DAVIDSON HOMES LLC, AN ALABAMA LIMITED LIABILITY COMPANY, AND AS SUCH, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BEING DULY AUTHORIZED TO DO SO.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

APPROVALS

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ON THIS ____ DAY OF _____, 20____.

MAYOR DATE CITY CLERK DATE

APPROVED BY THE CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT ON THIS ____ DAY OF _____, 20____.

CITY ENGINEER DATE

APPROVED BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DIRECTOR ON THIS ____ DAY OF _____, 20____.

COMMUNITY DEVELOPMENT DIRECTOR DATE

C C & R's

THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEEP WELL RANCH ARE RECORDED IN RECEPTION NO. 2019-0014928 IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, AND THE PROPERTY DESCRIBED ON THIS PLAT WAS ANNEXED INTO DEEP WELL RANCH PURSUANT TO THAT CERTAIN DECLARATION OF ANNEXATION FOR COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEEP WELL RANCH RECORDED IN RECEPTION NO. 2022-0026452 IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER AND THE FOREGOING ARE HEREBY INCORPORATED AS A PART OF THIS PLAT.

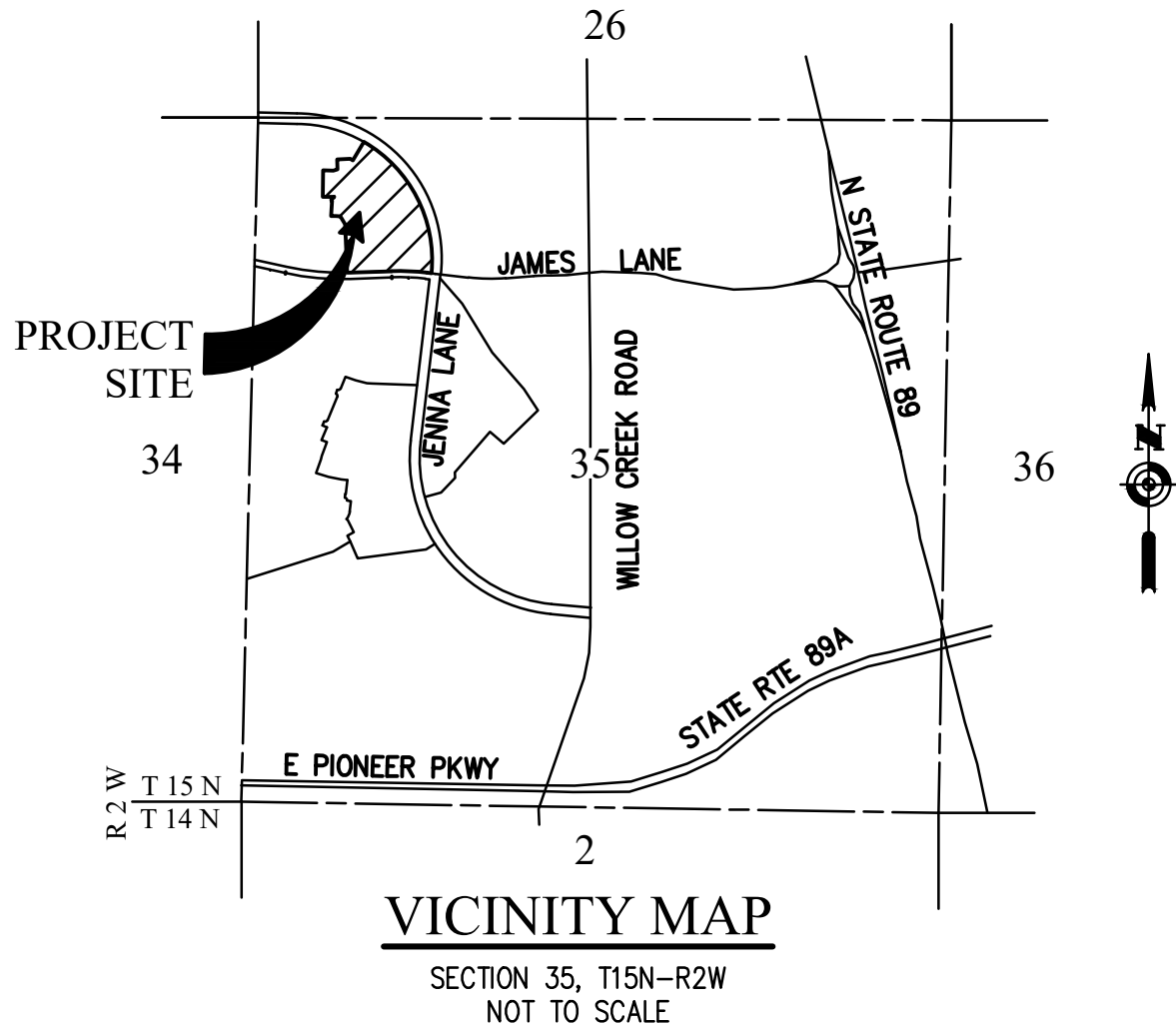
REFERENCE DOCUMENTS

- R1 - SPECIAL WARRANTY DEED, RECEPTION NO. 2023-0042461, YCR
R2 - UNRECORDED ALTA SURVEY FOR DORN HOMES, JOB NO. R314344.02, BY HUITT-ZOLLARS, INC, DATED 4-22-2022
R3 - MAP OF DEDICATION FOR JENNA LANE, LYON ENGINEERING & SURVEY, INC, JOB NO. 903-56, RECORDED AS RECEPTION NO. 2025-_____, YCR
R4 - QUIT CLAIM DEED, RECEPTION NO. 2024-0048669, YCR
R5 - SECONDARY EMERGENCY ACCESS EASEMENT, AGREEMENT BETWEEN DAVIDSON HOMES, LLC, AND 1212 WARRIOR WAY LLC.; HUITT-ZOLLARS, PRJ NO. 314344.15 LG-01, RECORDED AS RECEPTION NO. 2025-0025509, YCR

PROJECT SUMMARY	
RESIDENTIAL	AREA (ACRES)
LOT AREAS (92 LOTS)	7.2279
TRACTS	4.3552
RIGHT-OF-WAY AREAS	2.3631
"SOUTH RANCH UNIT 4A" TOTAL	
	13.9462 AC

NOTES

- THIS SUBDIVISION IS LOCATED WITHIN THE WATER SERVICE AREA OF THE CITY OF PRECOTT, ARIZONA AND A CERTIFICATE OF ASSURED WATER SUPPLY HAS BEEN ISSUED BY ADWR PURSUANT TO SECTION B OF ARS 45-576.
- ALL CONSTRUCTION AND GROUND DISTURBANCE ACTIVITIES ARE SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF THE PRESCOTT CITY CODE, TITLE 16, CHAPTER 4, CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL. THIS APPLIES TO ALL STAGES OF CONSTRUCTION, INCLUDING HOME CONSTRUCTION AND LANDSCAPING ON INDIVIDUAL LOTS. EROSION AND SEDIMENT CONTROL MEASURES MUST BE MAINTAINED UNTIL ALL SITES HAVE BEEN PERMANENTLY STABILIZED.
- THIS PLAT IS PREPARED FOR THE PURPOSES OF: SUBDIVIDING A PORTION OF ASSESSOR PARCEL NUMBER 102-05-036Q INTO 92 LOTS; TO IMPROVE BUILDING SITES AND ACCESS TO THE SAME.
- THE PROPERTY CONSTITUTING THE FINAL PLAT FOR "SOUTH RANCH UNIT 4A" IS LOCATED WITHIN THE VICINITY OF THE PRESCOTT REGIONAL AIRPORT (ERNEST A. LOVE FIELD). THIS PROPERTY WILL BE SUBJECT TO AIRCRAFT OVER FLIGHTS. ORDINANCE NO. 4129 DESIGNATES "AN AIRPORT INFLUENCE AREA" RECORDED IN BOOK 3861 OF OFFICIAL RECORDS, PAGE 398, RECORDS OF YAVAPAI COUNTY, ARIZONA. FEE NO. 2019-0013861, YCR, DESIGNATES AN "AVIGATION AND HAZARD EASEMENT AND RIGHT-OF-WAY FOR AIRPORT PURPOSES" THE RECDORATION OF THIS PLAT IS CONSTRUCTIVE NOTICE TO ALL RESIDENTS AND PROPERTY OWNERS THAT THIS PROPERTY IS LOCATED WITHIN AN "AIRPORT INFLUENCE AREA" AND "AVIGATION AND HAZARD EASEMENT".
- LOTS 1-92, WILL BE SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE DEEP WELL RANCH PROPERTY OWNERS ASSOCIATION, RECORDED IN RECEPTION NO.'S 2019-0014928 AND 2021-0058860, RECORDS OF YAVAPAI COUNTY.
- NO STRUCTURES OR LANDSCAPE FEATURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, PAVEMENT, AND LANDSCAPING. LANDSCAPING SHALL BE OF THE SHALLOW ROOT, AND NON-INTRUSIVE VARIETY. THE UTILITY PROVIDERS SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR LANDSCAPING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
- NO STRUCTURE OR PLANTING (AT MATURE GROWTH) THAT EXCEEDS 3 FEET IN HEIGHT SHALL BE PERMITTED WITHIN A SIGHT VISIBILITY EASEMENT. EXCEPTIONS ARE PERMITTED FOR UTILITY POLES, LIGHTING STANDARDS, MAIL BOXES, CITY OR STATE TRAFFIC SIGNS, AND EXISTING TREES IF THE LOWER CANOPY OF THE TREES ALLOW A CLEAR LINE OF SIGHT BETWEEN 3 FEET AND 7 FEET ABOVE THE ADJACENT STREET GRADE. A SIGN PERMITTED BY THE CITY OF PRESCOTT LAND DEVELOPMENT CODE MAY BE LOCATED WITHIN THE SIGHT VISIBILITY EASEMENTS, PROVIDED THAT VISUAL CLEARANCE EXISTS BETWEEN 3 FEET AND 7 FEET ABOVE THE ADJACENT STREET GRADE.
- DRAINAGE EASEMENTS ARE CREATED FOR THE CONVEYANCE OF DRAINAGE FLOWS (INCLUDING OFF-SITE FLOWS) AND CANNOT BE RE-ROUTED OR ABANDONED WITHOUT THE APPROVAL OF THE CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT AND COMMUNITY DEVELOPMENT DEPARTMENT.
- THE INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING THE PUE, SIGHT VISIBILITY, TRAIL, AND NVAE EASEMENTS WITHIN THEIR RESPECTIVE LOT BOUNDARIES.
- THE PROPERTY OWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTAINING THE NVAE, PUE, SIDEWALK, SIGHT VISIBILITY AND TRAIL EASEMENTS WITHIN ALL TRACT BOUNDARIES.
- THE PROPERTY OWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR ANY AND ALL DRAINAGE EASEMENTS AND DRAINAGE OR STORM WATER FACILITIES CONTAINED WITHIN THESE EASEMENTS. THE PROPERTY OWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR ALL REPAIR AND PROPER MAINTENANCE ASSOCIATED WITH DRAINAGE AND/OR STORMWATER MANAGEMENT. DRAINAGE EASEMENTS CONFORM TO NATURAL OR MAN-MADE WATER COURSES. THESE WATER COURSES WILL REQUIRE PERIODIC MAINTENANCE TO MAINTAIN THE FUNCTION OF THE WATER COURSE.
- IN THE EVENT THE DRAINAGE EASEMENTS ARE NOT ADEQUATELY MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION AND/OR THE INDIVIDUAL PROPERTY OWNER, IN THE OPINION OF THE CITY ENGINEER, THE CITY OF PRESCOTT SHALL HAVE THE AUTHORITY TO ENTER THE PROPERTY AND PROVIDE THE NECESSARY MAINTENANCE AND REPAIRS; AND SHALL HAVE THE ADDITIONAL AUTHORITY TO PASS ON ALL COSTS ASSOCIATED WITH SAID MAINTENANCE AND/OR REPAIR TO THE RESPONSIBLE PARTY.
- ALL NEW OR RELOCATED PUBLIC UTILITIES WILL BE PLACED UNDERGROUND.
- NO CUT OR FILL SHALL BE ALLOWED ON A UTILITY EASEMENT CONTAINING A CITY-OWNED UTILITY WITHOUT WRITTEN PERMISSION OF THE CITY ENGINEER. UTILITY EASEMENTS CONTAINING WATER LINES, BUT NOT SEWER LINES, MAY BE FENCED IF UNLOCKED GATES WITH A MINIMUM WIDTH OF 16 FEET ARE PROVIDED TO ALLOW FREE MOVEMENT OF EXCAVATING MACHINES, MAINTENANCE EQUIPMENT, AND PERSONNEL THROUGHOUT THE FULL LENGTH OF THE EASEMENT. FENCES SHALL BE PROHIBITED WITHIN EASEMENTS CONTAINING SANITARY SEWER.
- THE PROPERTY OWNERS ASSOCIATION AND/OR INDIVIDUAL PROPERTY OWNER SHALL NOT IMPEDE, CONSTRICT OR BLOCK THE FLOW OF WATER IN ANY DRAINAGE EASEMENT OR NATURAL OR MAN-MADE WATERCOURSE. NO FENCING SHALL BE ALLOWED WITHIN A DRAINAGE EASEMENT, EXCEPT ALONG THE BOUNDARY OF SUCH EASEMENT, APPROXIMATELY PARALLEL WITH THE ANTICIPATED FLOW, OR AS PERMITTED BY THE DEEP WELL RANCH MASTER PLAN.
- ALL LOT AND TRACT CORNERS SHALL BE MONUMENTED WITH A 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT THE TIME OF CONSTRUCTION.
- TEMPORARY ACCESS AND UTILITY EASEMENTS, AND TEMPORARY SEWER AND WATER EASEMENTS SHALL BE VACATED AUTOMATICALLY UPON FUTURE EXTENSION OF DEDICATED STREET RIGHT-OF-WAY, FUTURE RECDORATION OF AN ADJACENT FINAL PLAT OR BY SEPARATE INSTRUMENT.
- LOTS 1-92 ARE LAND USE GROUP VILLAGE (LUG V) AND TRACTS "A" THROUGH "L" ARE LAND USE GROUP OPEN SPACE (LUG OS).



OWNER/DEVELOPER

DAVIDSON HOMES LLC
600 W. GURLEY ST., SUITE 100
PRESCOTT, AZ 86305
TEL: (623) 399-5279
CONTACT: TOM RENNE
EMAIL: TRENN@DAVIDSONHOMES.COM

ENGINEER/SURVEYOR

HUITT-ZOLLARS, INC.
6737 CORSAIR AVENUE, SUITE B
PRESCOTT, AZ 86301
OFFICE (928) 445-5595
CONTACT: THOMAS E. GRANILLO, RLS
EMAIL: TGRANILLO@HUITT-ZOLLARS.COM

SITE INFORMATION

APNS: 102-05-036Q, 102-05-038A, 102-05-243A, 102-05-243B,
ZONING: "SPC"

TOTAL AREA:
13.9462 ACRES (NET) 31.0450 ACRES (102-05-036Q)

FLOOD_ZONE_INFORMATION
THE SUBJECT PROPERTY LIES WITHIN ZONE "X" UNSHADED OF THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NUMBER 040098 PANEL 1690G MAP NUMBER 04025C1690G, REVISED SEPTEMBER 3, 2010.

BASIS OF BEARINGS

THE WEST LINE OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 2 WEST, HAVING A BEARING OF NORTH 0°34'16" EAST (BASIS OF BEARINGS), 5,348.38 FEET, AS MEASURED FROM A FOUND 2" BRASS CAP IN CONCRETE STAMPED "CHEEK PE 2398" WITH AN ALUMINUM WASHER STAMPED "YAVAPAI COUNTY GPS/GIS #279 RLS 13190" MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 35 AND A FOUND 3-1/2" ALUMINUM CAP STAMPED "AZTEC 2007 RLS 42014" MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 35.

SHEET INDEX

SHEET 1 COVER, APPROVALS, NOTES, PROJECT SUMMARY AND SITE INFO
SHEET 2 BOUNDARY & SHEET LAYOUT MAP, LINE TABLES, AND CURVE TABLES
SHEET 3 LEGAL DESCRIPTIONS, LOT AREA TABLE, TRACT AREA & USE TABLE, TYPICAL LOT LAYOUT, FIRE HYDRANT / PUE DETAIL, VISIBILITY EASEMENT DETAIL, RESIDENTIAL PROJECT SUMMARY TABLE AND LEGEND
SHEET 4-5 PLAT SHEETS

COMPLIANCE CERTIFICATION

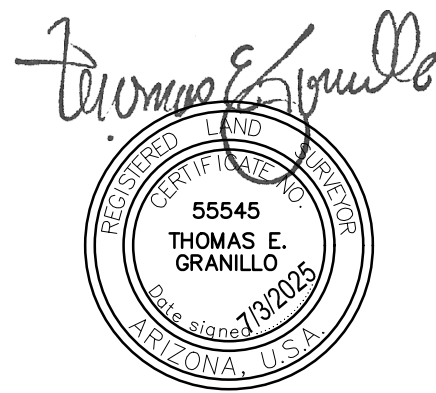
THE FINAL PLAT FOR "SOUTH RANCH UNIT 4A" IS IN COMPLIANCE WITH CURRENT SUBDIVISION REGULATIONS AND CITY CODES OF THE CITY OF PRESCOTT.

SURVEYOR'S CERTIFICATION

I, THOMAS E. GRANILLO, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, (REGISTRATION #55545), DO HEREBY CERTIFY THAT I PREPARED THIS PLAT, CONSISTING OF FIVE (5) SHEETS, FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND; THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JULY 2024; THAT THE SURVEY IS IN CONFORMANCE WITH THE APPROVED PRELIMINARY PLAT; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN UPON COMPLETION OF CONSTRUCTION; THAT THEIR POSITIONS ARE ACCURATELY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THOMAS E. GRANILLO, RLS
ARIZONA R.L.S. 55545

7/3/2025
DATE



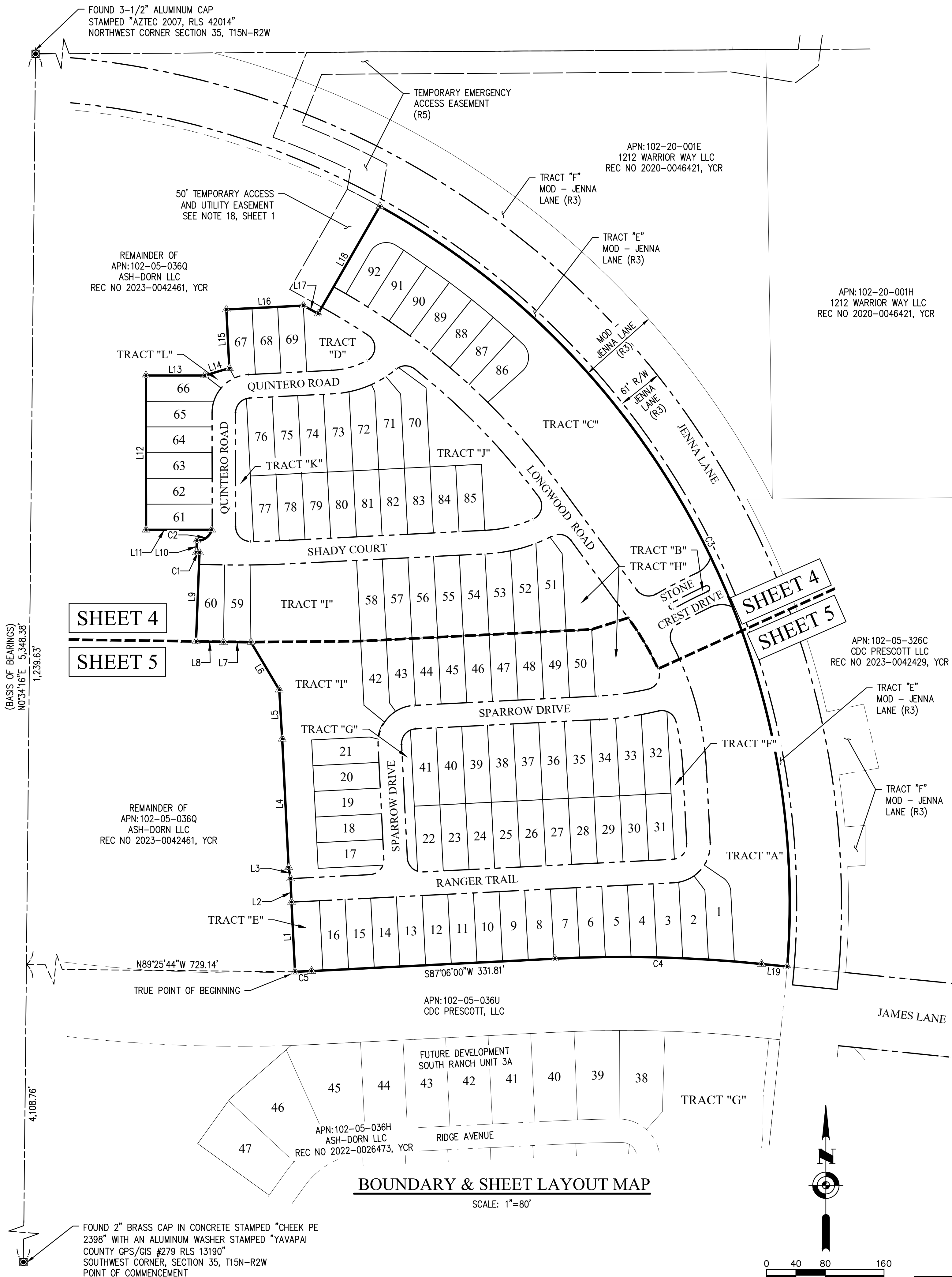
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SEE SHEET 2 - LINE & CURVE TABLES

AREA 13.9462 AC

SHEET 1 OF 5



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE	LINE NO.	BEARING	DISTANCE
L1	N2°54'00"W	95.01'	L12	N0°02'51"W	210.00'	L23	S76°38'23"E	12.20'	L34	N25°34'56"W	18.00'	L45	N1°58'38"W	4.39'
L2	N2°12'18"W	32.00'	L13	N89°57'09"E	80.00'	L24	N50°57'39"W	36.28'	L35	N87°47'42"E	50.39'	L46	N58°33'38"W	4.46'
L3	N9°41'03"W	15.48'	L14	N73°29'53"E	34.93'	L25	S35°41'42"E	14.14'	L36	N55°09'41"W	38.11'	L47	N59°22'54"W	35.27'
L4	N2°54'00"W	175.00'	L15	N2°54'00"W	80.00'	L26	N36°28'42"W	27.94'	L37	S45°01'26"E	35.37'	L48	N26°31'15"E	32.62'
L5	N3°25'53"W	66.91'	L16	N87°06'00"E	105.00'	L27	N52°18'22"W	28.15'	L38	N43°31'35"E	36.22'	L49	S77°36'51"E	37.66'
L6	N30°42'24"W	75.46'	L17	S61°03'04"E	22.93'	L28	S28°29'36"E	15.05'	L39	N90°00'00"W	10.00'	L50	S88°29'50"W	38.55'
L7	N89°49'18"W	37.37'	L18	N29°54'00"E	168.68'	L29	N53°37'31"W	46.42'	L40	N0°00'00"E	32.15'	L51	S61°03'04"E	22.93'
L8	N88°30'54"W	37.37'	L19	N84°10'18"W	34.98'	L30	N40°08'59"W	30.97'	L41	N90°00'00"E	7.00'	L52	N47°52'07"E	5.96'
L9	N2°14'18"E	121.00'	L20	S66°13'29"W	52.65'	L31	N24°10'12"W	10.88'	L42	S61°02'45"E	50.00'	L53	S47°52'07"W	6.01'
L10	N2°25'01"E	16.00'	L21	N55°40'22"W	30.53'	L32	S65°43'21"W	5.69'	L43	S29°54'00"W	157.33'	L54	N57°38'17"E	34.50'
L11	S89°57'09"W	89.30'	L22	N37°32'20"W	24.57'	L33	N65°43'21"E	6.49'	L44	N42°06'00"E	35.36'	L55	N57°38'17"E	40.24'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	1,379.00'	0°10'43"	4.30'	N87°40'21"W	4.30'
C2	20.00'	77°16'08"	26.97'	N53°46'57"E	24.97'
C3	1,085.00'	65°30'13"	1,240.43'	S28°11'37"E	1,173.97'
C4	1,850.00'	8°43'41"	281.82'	N88°32'09"W	281.55'
C5	1,950.00'	0°39'40"	22.50'	S87°25'50"W	22.50'
C6	700.00'	8°37'20"	105.34'	S61°54'49"W	105.24'
C7	400.00'	33°34'42"	234.42'	N19°41'21"W	231.08'
C8	36.00'	90°00'00"	56.55'	N42°06'00"E	50.91'
C9	1,839.00'	0°41'43"	22.31'	N87°26'51"E	22.31'
C10	36.00'	90°00'00"	56.55'	S42°06'00"W	50.91'
C11	420.00'	15°23'59"	112.89'	S79°24'01"W	112.55'
C12	200.00'	33°24'12"	116.60'	S70°23'54"W	114.96'
C13	1,379.00'	5°19'01"	127.97'	S89°45'31"W	127.92'
C14	36.00'	87°08'51"	54.76'	S43°31'35"W	49.63'
C15	130.00'	49°15'28"	111.76'	S62°28'16"W	108.35'
C16	25.00'	52°46'22"	23.03'	N29°17'11"W	22.22'
C17	944.00'	24°32'46"	404.42'	N48°45'05"W	401.34'
C18	35.00'	48°15'53"	29.48'	N40°59'45"E	28.62'
C19	35.00'	50°40'53"	30.96'	S89°44'18"E	29.96'
C20	4.00'	180°00'00"	12.57'	S24°36'46"E	8.00'
C21	4.00'	180°00'00"	12.57'	N28°57'34"W	8.00'
C22	20.00'	83°19'36"	29.09'	S78°08'30"E	26.59'
C23	20.00'	88°14'05"	30.80'	N16°26'57"E	27.85'
C24	384.00'	12°02'22"	80.69'	S30°27'31"E	80.54'
C25	20.00'	101°49'52"	35.55'	S26°28'37"W	31.05'
C26	20.00'	90°32'46"	31.61'	N58°18'18"W	28.42'
C27	416.00'	24°46'06"	179.83'	N15°17'03"W	178.43'
C28	384.00'	10°07'55"	67.91'	N7°57'57"W	67.82'
C29	20.00'	90°00'00"	31.42'	N42°06'00"E	28.28'
C30	52.00'	90°00'00"	81.68'	N42°06'00"E	73.54'
C31	1,855.00'	0°41'43"	22.51'	N87°26'51"E	22.51'
C32	1,823.00'	0°41'43"	22.12'	S87°26'51"W	22.12'
C33	20.00'	90°00'00"	31.42'	S42°06'00"W	28.28'
C34	20.00'	90°00'00"	31.42'	S47°54'00"E	28.28'
C35	52.00'	90°00'00"	81.68'	S42°06'00"W	73.54'
C36	20.00'	90°00'00"	31.42'	S42°06'00"W	28.28'

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C37	404.00'	9°42'28"	68.45'	S82°14'46"W	68.37'
C38	436.00'	10°40'41"	81.26'	S81°45'40"W	81.14'
C39	20.00'	81°04'32"	28.30'	S77°00'58"E	26.00'
C40	20.00'	104°05'27"	36.33'	S14°22'31"W	31.54'
C41	184.00'	20°40'45"	66.41'	S76°45'38"W	66.05'
C42	216.00'	24°39'15"	92.94'	N74°46'23"E	92.23'
C43	1,395.00'	5°08'17"	125.10'	N89°40'09"E	125.06'
C44	1,363.00'	2°14'40"	53.39'	S88°13'20"W	53.39'
C45	20.00'	90°36'29"	31.63'	N45°21'05"W	28.43'
C46	20.00'	92°27'52"	32.28'	N46°11'05"E	28.89'
C47	20.00'	87°08'51"	30.42'	N43°31'35"E	27.57'
C48	52.00'	87°08'51"	79.09'	N43°31'35"E	71.69'
C49	114.00'	25°14'09"	50.21'	N74°28'56"E	49.81'
C50	146.00'	36°49'49"	93.85'	N68°41'06"E	92.24'
C51	20.00'	118°20'23"	41.31'	N2°41'40"E	34.35'
C52	20.00'	78°04'14"	27.25'	N89°18'18"E	25.19'
C53	925.86'	4°34'32"	73.94'	N58°45'29"W	73.92'
C54	960.01'	24°26'54"	409.64'	S48°47'06"E	406.54'
C55	928.00'	15°00'24"	243.06'	S44°09'24"E	242.36'
C56	25.00'	94°17'14"	41.14'	N0°43'29"E	36.65'
C57	1,101.71'	0°50'42"	16.25'	N46°50'29"W	16.25'
C58	1,050.00'	2°04'42"	38.08'	N48°21'06"W	38.08'
C59	1,050.00'	2°04'42"	38.08'	N50°25'48"W	38.08'
C60	1,050.00'	2°04'42"	38.08'	N52°30'29"W	38.08'
C61	1,050.00'	2°04'42"	38.08'	N54°35'11"W	38.08'
C62	1,051.00'	0°40'55"	12.51'	N58°02'41"W	12.51'
C63	25.00'	91°23'46"	39.88'	S75°54'59"W	35.78'
C64	424.00'	3°25'05"	25.29'	N25°57'33"W	25.29'
C65	671.95'	4°18'31"	50.53'	N62°46'35"E	50.52'
C66	696.00'	4°20'48"	52.80'	S63°12'50"W	52.79'
C67	704.00'	4°20'48"	53.41'	N63°12'50"E	53.40'
C68	724.97'	4°57'36"	62.76'	N62°38'54"E	62.74'
C69	615.11'	1°40'46"	18.03'	S45°24'49"E	18.03'
C70	1,085.00'	2°38'32"	50.03'	N62°15'59"W	50.03'
C71	968.01'	8°11'03"	138.27'	S40°39'09"E	138.15'
C72	1,050.00'	8°18'46"	152.34'	N51°28'09"W	152.21'

6737 Corsair Avenue Suite B | Prescott, AZ 86301
Office (928) 445-5595
www.huitt-zollars.com

RECORD LEGAL DESCRIPTION

A PORTION IN A LAND DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED, RECORDED AS RECEPTION NO. 2023-0042461, YAVAPAI COUNTY RECORDS (YCR) AND THAT CERTAIN QUIT CLAIM DEED, RECORDED AS RECEPTION NO. 2024-0048669, YCR.

SURVEYOR'S LEGAL DESCRIPTION

SITUATED IN A PORTION OF THE WEST HALF OF SECTION 35, TOWNSHIP 15 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 2" BRASS CAP IN CONCRETE STAMPED "CHEEK PE 2398" WITH AN ALUMINUM WASHER STAMPED "YAVAPAI COUNTY GPS/GIS #279 RLS 13190" MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 35, FROM WHICH A FOUND 3-1/2" ALUMINUM CAP STAMPED "AZTEC 2007 RLS 42014", MONUMENTING THE NORTHWEST CORNER OF SAID SECTION 35, BEARS NORTH 0°34'16" EAST (A MEASURED GEODETIC BEARING AND BASIS OF BEARINGS FOR THIS DESCRIPTION), A DISTANCE OF 5,348.38 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION 35, NORTH 0°34'16" EAST, A DISTANCE OF 4,108.76 FEET, TO AN ANGLE POINT;

THENCE DEPARTING SAID WEST LINE, SOUTH 89°25'44" EAST, A DISTANCE OF 729.14 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 2°54'00" WEST, A DISTANCE OF 95.01 FEET, TO AN ANGLE POINT;

THENCE NORTH 2°12'18" WEST, A DISTANCE OF 32.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 9°41'03" WEST, A DISTANCE OF 15.48 FEET, TO AN ANGLE POINT;

THENCE NORTH 2°54'00" WEST, A DISTANCE OF 175.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 3°25'53" WEST, A DISTANCE OF 66.91 FEET, TO AN ANGLE POINT;

THENCE NORTH 30°42'24" WEST, A DISTANCE OF 75.46 FEET, TO AN ANGLE POINT;

THENCE NORTH 89°49'18" WEST, A DISTANCE OF 37.37 FEET, TO AN ANGLE POINT;

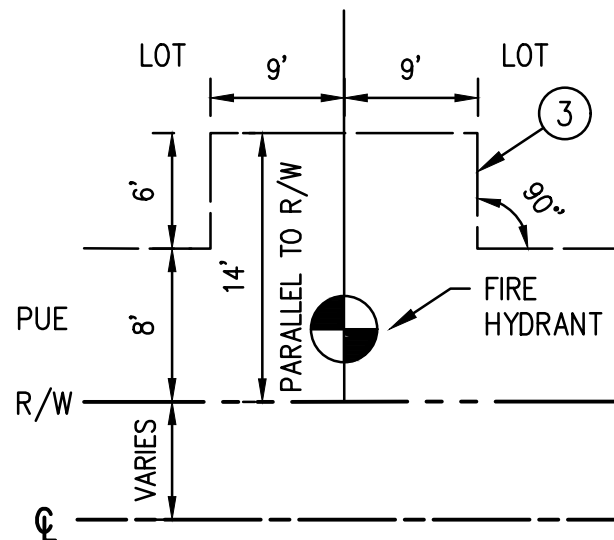
THENCE NORTH 88°30'54" WEST, A DISTANCE OF 37.37 FEET, TO AN ANGLE POINT;

THENCE NORTH 2°14'18" EAST, A DISTANCE OF 121.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY, THE RADIUS POINT OF WHICH BEARS NORTH 2°14'18" EAST, A DISTANCE OF 1,379.00 FEET;

THENCE WESTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°10'43", AN ARC LENGTH OF 4.30 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 87°40'21" WEST AND A CHORD LENGTH OF 4.30 FEET, TO THE END OF SAID CURVE;

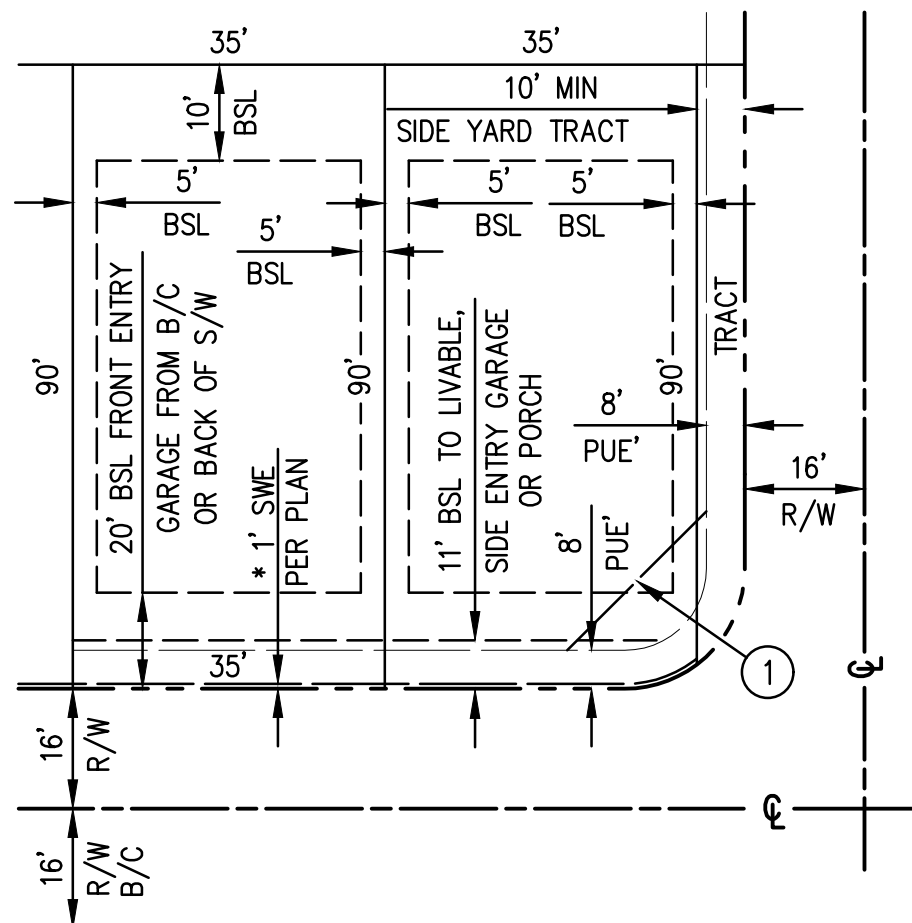
THENCE NORTH 2°25'01" EAST, A DISTANCE OF 16.00 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 2°25'01" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°16'08", AN ARC LENGTH OF 26.97 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 53°46'57" EAST AND A CHORD LENGTH OF 24.97 FEET, TO THE END OF SAID CURVE;



③ FIRE HYDRANT / PUE DETAIL (TYPICAL)

NOT TO SCALE

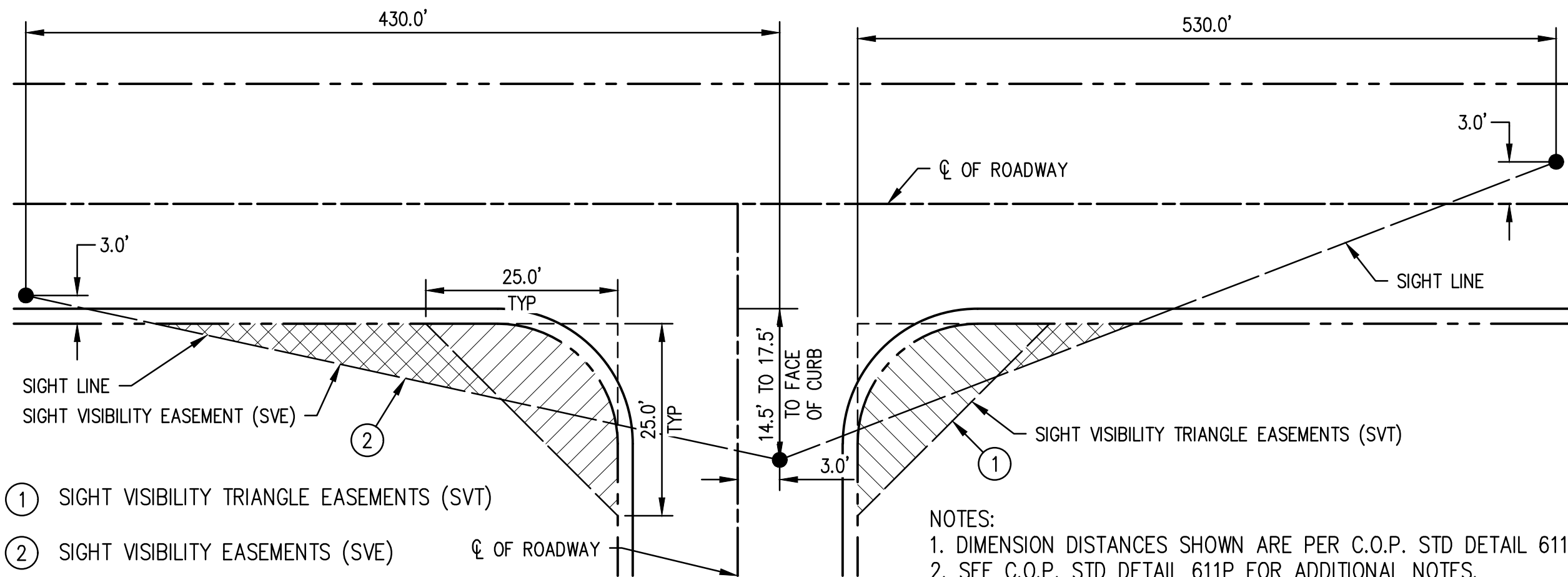


TYPICAL LOT LAYOUT

NOT TO SCALE

① 25' X 25' SIGHT VISIBILITY TRIANGLE

* WHEN THE SWE EXISTS PER PLAN THE BACK OF CURB IS A 12' O/S FROM CENTERLINE, WITH A 5' ATTACHED SIDEWALK WITHIN THE 16' R/W AND THE 1' EASEMENT.



① SIGHT VISIBILITY TRIANGLE EASEMENTS (SVT)

② SIGHT VISIBILITY EASEMENTS (SVE)

VISIBILITY EASEMENTS DETAIL

NOT TO SCALE

THENCE SOUTH 89°57'09" WEST, A DISTANCE OF 89.30 FEET, TO AN ANGLE POINT;

THENCE NORTH 0°02'51" WEST, A DISTANCE OF 210.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 89°57'09" EAST, A DISTANCE OF 80.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 73°29'53" EAST, A DISTANCE OF 34.93 FEET, TO AN ANGLE POINT;

THENCE NORTH 2°54'00" WEST, A DISTANCE OF 80.00 FEET, TO AN ANGLE POINT;

THENCE NORTH 87°06'00" EAST, A DISTANCE OF 105.00 FEET, TO AN ANGLE POINT;

THENCE SOUTH 61°03'04" EAST, A DISTANCE OF 22.93 FEET, TO AN ANGLE POINT;

THENCE NORTH 29°54'00" EAST, A DISTANCE OF 168.68 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 29°03'16" WEST, A DISTANCE OF 1,085.00 FEET;

THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 65°30'13", AN ARC LENGTH OF 1,240.43 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 28°11'37" EAST AND A CHORD LENGTH OF 1,173.97 FEET, TO THE END OF SAID CURVE;

THENCE NORTH 84°10'18" WEST, A DISTANCE OF 34.98 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE SOUTHERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 5°49'42" WEST, A DISTANCE OF 1,850.00 FEET;

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°43'41", AN ARC LENGTH OF 281.82 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 88°32'09" WEST AND A CHORD LENGTH OF 281.55 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 87°06'00" WEST, A DISTANCE OF 331.81 FEET, TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE NORTHERLY, THE RADIUS POINT OF WHICH BEARS NORTH 2°54'00" WEST, A DISTANCE OF 1,950.00 FEET;

THENCE WESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 0°39'40", AN ARC LENGTH OF 22.50 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 87°25'50" WEST AND A CHORD LENGTH OF 22.50 FEET, TO THE END OF SAID CURVE BEING ALSO THE TRUE POINT OF BEGINNING.

CONTAINING 607,494.63 SQUARE FEET, OR 13.9462 ACRES, MORE OR LESS.
Subject to existing rights-of-ways and easements.

① 25' X 25' SIGHT VISIBILITY TRIANGLE
* WHEN THE SWE EXISTS PER PLAN THE BACK OF CURB IS A 12' O/S FROM CENTERLINE, WITH A 5' ATTACHED SIDEWALK WITHIN THE 16' R/W AND THE 1' EASEMENT.

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
1	4,332.44	0.0995
2	3,712.66	0.0852
3	3,558.08	0.0817
4	3,465.05	0.0795
5	3,396.28	0.0780
6	3,350.76	0.0769
7	3,328.44	0.0764
8	3,325.00	0.0763
9	3,325.00	0.0763
10	3,325.00	0.0763
11	3,325.00	0.0763
12	3,325.00	0.0763
13	3,325.00	0.0763
14	3,325.00	0.0763
15	3,325.00	0.0763
16	3,325.00	0.0763
17	3,145.62	0.0722
18	3,150.00	0.0723
19	3,150.00	0.0723
20	3,150.00	0.0723
21	3,134.46	0.0720
22	3,147.09	0.0722
23	3,150.00	0.0723
24	3,150.00	0.0723
25	3,150.00	0.0723
26	3,150.00	0.0723
27	3,150.00	0.0723
28	3,150.00	0.0723
29	3,150.00	0.0723
30	3,150.00	0.0723
31	3,149.91	0.0723

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
32	3,892.01	0.0893
33	3,742.98	0.0859
34	3,679.26	0.0845
35	3,675.00	0.0844
36	3,675.00	0.0844
37	3,675.00	0.0844
38	3,675.00	0.0844
39	3,675.00	0.0844
40	3,675.00	0.0844
41	3,672.09	0.0843
42	3,611.06	0.0829
43	3,249.97	0.0746
44	3,185.00	0.0731
45	3,185.00	0.0731
46	3,185.00	0.0731
47	3,185.00	0.0731
48	3,185.00	0.0731
49	3,185.00	0.0731
50	3,185.00	0.0731
51	4,233.09	0.0972
52	4,063.55	0.0933
53	3,876.35	0.0890
54	3,850.00	0.0884
55	3,850.00	0.0884
56	3,850.00	0.0884
57	3,850.00	0.0884
58	3,850.00	0.0884
59	3,783.68	0.0869
60	3,783.18	0.0868
61	3,148.79	0.0723
62	3,150.00	0.0723

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
63	3,150.00	0.0723
64	3,150.00	0.0723
65	3,162.73	0.0726
66	3,286.54	0.0754
67	3,151.35	0.0723
68	3,150.00	0.0723
69	3,150.00	0.0723
70	4,618.54	0.1060
71	4,120.67	0.0946
72	3,890.31	0.0893
73	3,722.05	0.0854
74	3,710.00	0.0852
75	3,710.00	0.0852
76	3,709.35	0.0852
77	3,135.84	0.0720
78	3,149.65	0.0723
79	3,150.00	0.0723
80	3,150.00	0.0723
81	3,150.00	0.0723
82	3,150.00	0.0723
83	3,150.00	0.0723
84	3,150.00	0.0723
85	3,150.00	0.0723
86	3,370.46	0.0774
87	3,290.63	0.0755
88	3,292.32	0.0756
89	3,294.00	0.0756
90	3,295.66	0.0757
91	3,311.96	0.0760
92	3,197.76	0.0734

LEGEND

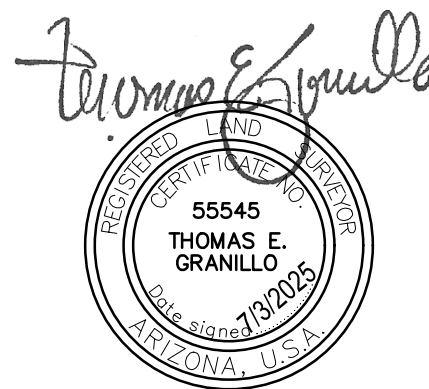
☐	FOUND SURVEY MONUMENT, AS NOTED.		
⚠	CORNER OF SUBDIVISION. 1/2" REBAR TO BE SET.		
●	SET CENTERLINE MONUMENT. SET IN ACCORDANCE WITH COP QCSD-120Q.		
⊙	EXISTING CENTERLINE MONUMENT		
C#	CURVE NUMBER	COP	CITY OF PRESCOTT
L#	LINE NUMBER	DE	DRAINAGE EASEMENT
AC	ACRES	GLO	GENERAL LAND OFFICEYCR
BK	BOOK	MOD	MAP OF DEDICATION
COR	CORNER	NVAE	NON-VEHICULAR ACCESS EASEMENT (NVAE)
ESMT	EASEMENT	PUE	PUBLIC UTILITY EASEMENT
EX	EXISTING	SE	SEWER EASEMENT
FD	FOUND	SDE	STORM DRAIN EASEMENT
PG	PAGE	SVE	SIGHT VISIBILITY EASEMENT (SVE)
REC. NO.	RECEPTION NUMBER	SVT	SIGHT VISIBILITY TRIANGLE EASEMENT (SVT)
SEC	SECTION	SWE	SIDEWALK EASEMENT
TR	TRACT	TE	PUBLIC TRAIL EASEMENT
O/S	OFFSET	WE	WATER EASEMENT
R/W	RIGHT-OF-WAY	YCR	YAVAPAI COUNTY RECORDS
S/W	SIDEWALK		
---	EASEMENT		
- - - - -	RIGHT-OF-WAY		
---	LOT & TRACT LINE		
---	CENTERLINE		
---	BOUNDARY LINE		
---	MATCH LINE		
---	SECTION LINE		
---	MID-SECTION LINE		
---	ADJACENT LOT & TRACT LINE		
① →	⊠	SIGHT VISIBILITY TRIANGLE (SVT)	
② →	⊠	SIGHT VISIBILITY EASEMENT (SVE)	
③ →	⊠	MODIFIED PUE, SEE FIRE HYDRANT PUE DETAIL, THIS SHEET.	

TRACT AREA & USE TABLE			
TRACT NAME	AREA (SF)	AREA (ACRE)	USE
ROW	102,935.07	2.3631	PUBLIC RIGHT-OF-WAY
TRACT "A"	44,754.33	1.0274	DRAINAGE, PARKING, TRAIL, SIDEWALK, LANDSCAPE, OPEN SPACE
TRACT "B"	475.10	0.0109	MEDIAN, LANDSCAPE
TRACT "C"	56,632.85	1.3001	DRAINAGE, TRAIL, LANDSCAPE, OPEN SPACE
TRACT "D"	6,126.06	0.1406	SIDEWALK, PARKING, LANDSCAPE, OPEN SPACE
TRACT "E"	3,610.05	0.0829	SIDEWALK, LANDSCAPE, OPEN SPACE
TRACT "F"	3,222.93	0.0740	SIDEWALK, LANDSCAPE, OPEN SPACE

TRACT AREA & USE TABLE			
TRACT NAME	AREA (SF)	AREA (ACRE)	USE
TRACT "G"	2,369.15	0.0544	LANDSCAPE, OPEN SPACE
TRACT "H"	13,749.74	0.3157	SIDEWALK, TRAIL, PARKING, LANDSCAPE, OPEN SPACE
TRACT "I"	41,338.43	0.9490	DRAINAGE, SIDEWALK, TRAIL, PARKING, AMENITIES, LANDSCAPE, OPEN SPACE
TRACT "J"	13,229.06	0.3037	SIDEWALK, PARKING, TRAIL, LANDSCAPE, OPEN SPACE
TRACT "K"	3,654.87	0.0839	SIDEWALK, LANDSCAPE, OPEN SPACE
TRACT "L"	550.36	0.0126	LANDSCAPE, OPEN SPACE

RESIDENTIAL PROJECT SUMMARY

PARCEL DESIGNATION	NUMBER OF LOTS	STANDARD LOT SIZE (FT)	STANDARD LOT SIZE (SF)	ZONING DESIGNATION	GROSS AREA (ACRES)	OPEN SPACE (ACRES)	R/W (ACRES)	NET RESIDENTIAL AREA (ACRES)
UNIT 4A	92	35' x 90'	3,150	"SPC"	13.9462	4.3552	2.3631	7.2279



6737 Corsair Avenue Suite B | Prescott, AZ 86301
Office (928) 445-5595
www.huitt-zollars.com

SEE SHEET 2 - LINE & CURVE TABLES

AREA 13.9462 AC

SHEET 3 OF 5

C:\projects\VR314344.15 - South Ranch II Unit 4 - Final Eng\10 CADD & BIM\10.15 Mapping\DWG\PM - Parcel Maps\31434415FP-- SR U4A.dwg

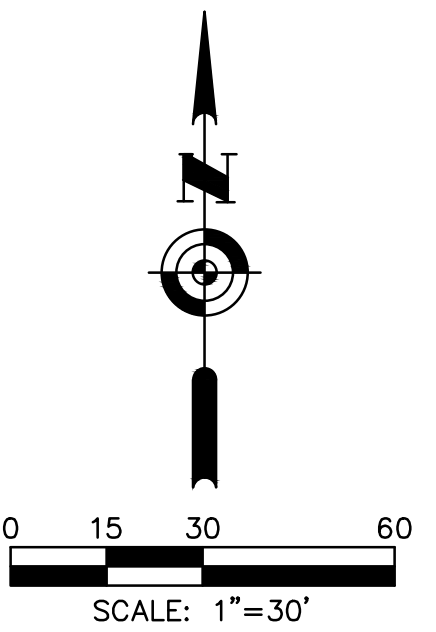
Job No: R314344.15

Date: 7/3/2025

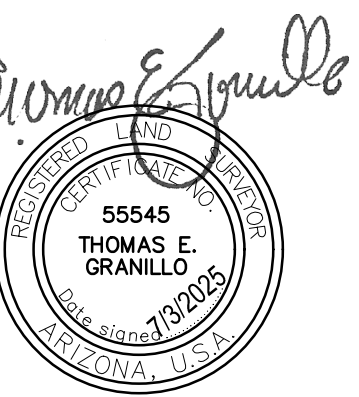
REMAINDER OF
APN:102-05-036Q
ASH-DORN LLC
REC NO 2023-0042461, YCR

APN:102-20-001E
1212 WARRIOR WAY LLC
REC NO 2020-0046421, YCR

APN:102-20-001H
1212 WARRIOR WAY LLC
REC #2020-0046421, YCR



APN:102-05-326C
CDC PRESCOTT LLC
REC NO 2023-0042429, YCR



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ZOLLARS**

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SEE SHEET 2 - LINE & CURVE TABLES

AREA 13.9462 AC

SHEET 4 OF 5

Job No: R314344.15

Date: 7/3/2025

C:\projects\R314344.15 - South Ranch II Unit 4 - Final Eng\10_CADD & BIM\10.15 Mapping\Dwg\PM - Parcel Maps\31434415FP- SR U4A.dwg

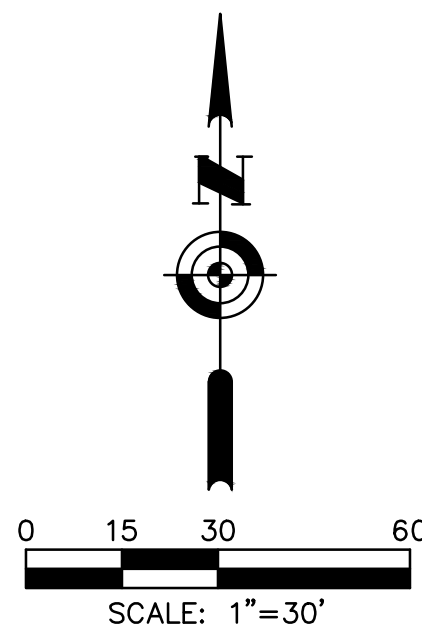
FOUND 3-1/2" ALUMINUM CAP
STAMPED "AZTEC 2007, RLS 42014"
NORTHWEST CORNER SECTION 35, T15N-R2W

SEE SHEET 4

REMAINDER OF
APN: 102-05-036Q
ASH-DORN LLC
REC NO 2023-0042461, YCR

(BASIS OF BEARINGS)
N0°34'16"E 5,348.38'
1,239.63'

TRUE POINT
OF BEGINNING



FOUND 2" BRASS CAP IN CONCRETE STAMPED "CHEEK PE
2398" WITH AN ALUMINUM WASHER STAMPED "YAVAPAI
COUNTY GPS/GIS #279 RLS 13190"
SOUTHWEST CORNER, SECTION 35, T15N-R2W
POINT OF COMMENCEMENT

APN: 102-05-036U
CDC PRESCOTT, LLC

SOUTH RANCH UNIT 3A
FEE NO 2023-0053397, YCR

TRACT "E"
MOD - JENNA
LANE (R3)

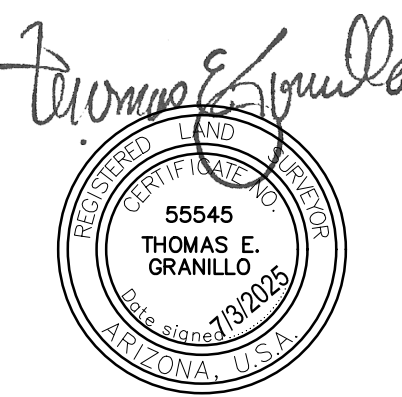
APN: 102-05-326C
CDC PRESCOTT LLC
REC NO 2023-0042429, YCR

TRACT "F"
MOD - JENNA
LANE (R3)

TRACT "E"
MOD - JENNA
LANE (R3)

APN: 102-05-326C
CDC PRESCOTT LLC
REC NO 2023-
0042429, YCR

TRACT "F"
MOD - JENNA
LANE (R3)



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SEE SHEET 2 - LINE & CURVE TABLES

AREA 13.9462 AC

SHEET 5 OF 5

C:\projects\VR314344.15 - South Ranch II Unit 4 - Final Eng\10_CADD & BIM\10.15_Mapping\Dwg\PM - Parcel Maps\31434415FP- SR U4A.dwg

Job No: R314344.15

Date: 7/3/2025

RESOLUTION NO. 3213

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING A COUNCIL POLICY REGARDING THE APPROVAL OF FINAL PLATS.

WHEREAS, City of Prescott Subdivision Regulation Section 12-4-3(D)(22) requires final plats to be in substantial conformance with City-adopted plans, rules, regulations, codes and ordinances; and

WHEREAS, the City Council of the City of Prescott wishes to adopt a policy further defining when a proposed final plat is in substantial conformance with the corresponding preliminary plat(s).

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

SECTION 1. Except as provided in Section 4 of this policy, a final plat(s) must be in substantial conformance with the corresponding preliminary plat(s).

SECTION 2. For the purposes of Section 1 of this policy, a proposed final plat(s) is in substantial conformance with the corresponding preliminary plat(s) if it meets all of the following criteria:

- A. There is no increase in the number of lots.
- B. The exterior boundaries of the subdivision were not enlarged.
- C. All exterior connections (streets and emergency access points) were maintained.
- D. Average lot size increased or decreased by no more than 15% unless the developer has chosen a planned area development (PAD), providing for 20% or more of open space.
- E. The nature and character of the subdivision (e.g. single family residential, multi-family residential, mixed used, etc.) is unchanged.

Resolution No. 3213 – continued:

SECTION 3. In the event that a subdivision is located in a master planned community as defined by ARS Section 32-2101, Sections 2(A) and 2(B) shall not apply as long as the outside boundaries of the master planned community and the total number of lots within the master planned community, as set forth in the adopted Master Plan, are not modified.

SECTION 4. A proposed final plat(s) that is not in substantial conformance with the corresponding preliminary plat(s) because it does not meet the requirements of Section 1 of this policy shall be allowed if it conforms with Subdivision Regulation 12-4-3(D)(22) by meeting one or more of the following criteria:

- A. Brings the subdivision into compliance with the General Plan, a specific area plan or overlay district.
- B. Contributes to area circulation plans, promotes connectivity and/or the provision of emergency access where necessary so long as the nature and character of the subdivision (e.g., single-family residential, multi-family residential, mixed use, etc.) is unchanged.

SECTION 5. Notwithstanding Section 4 above, a final plat(s) which is not in substantial conformance with the corresponding preliminary plat(s) but conforms with Subdivision Regulation 12-4-3(D)(22) will not be allowed if any of the following apply:

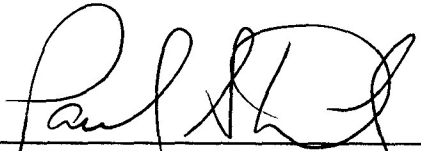
- A. There is an increase in the total number of lots within the subdivision, except that if the subdivision is located in a master planned community as defined by ARS Section 32-2101, the total number of lots within the master planned community, as set forth in the adopted Master Plan, are not increased.
- B. The outside boundaries of the subdivision on the proposed final plat(s) extend beyond the outside boundaries of the subdivision on the preliminary plat(s), except that if the subdivision is located in a master planned community as defined by A.R.S. §32-2101, the outside boundaries of the subdivision may change as long as the outside boundaries of the master planned community are not modified.
- C. The Final Plat(s) would result in additional water usage over and above that which would have occurred in the corresponding preliminary plat(s).

Resolution No. 3213 – continued:

SECTION 6. The Mayor, Council and Staff are authorized to take any and all steps necessary to effectuate the foregoing.

SECTION 7. This Resolution shall become a part of the Council Policy Booklet.

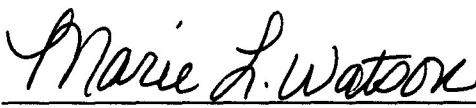
PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 23rd day of NOVEMBER, 1999.



PAUL S. DALY, Mayor

ATTEST:

APPROVED AS TO FORM:



MARIE L. WATSON, City Clerk



JOHN R. MOFFITT, City Attorney



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Community Development
ITEM #: 9.J
SUBJECT: **CSP25-001:** A Proposed Comprehensive Sign Plan Amendment for the Existing Willow Creek Village Shopping Center to Allow for Four (4) New Tenant Panels Added to Two Existing Monument Signs. Location: APNs 115-09-091C & 115-09-095B, 1042 & 1048 Willow Creek Rd. Property Owner: Willow Creek Equities. Applicant: Morgan Sign Company.

ITEM SUMMARY

This item is a request for a Comprehensive Sign Plan Amendment for the Willow Creek Village to allow for four (4) new tenant panels 4 SF each to two existing Monument Signs for a total sign allowance of 82 SF.

On August 28, 2025 the City of Prescott's Planning & Zoning Commission reviewed and recommended approval of the request unanimously with no changes to be made.

BACKGROUND

The subject properties are an approximate 2.5 & 6.5-acre portion of a 15.03-acre site located off of Willow Creek Road and Iron Springs Road.

The property is accessed off Willow Creek Road and Iron Springs Road. The applicant is requesting the addition of four (4) new tenant panels added to two existing monument signs for the Willow Creek Village Shopping Center. The Monument Signs are located off Willow Creek Road and Iron Springs Road. The existing Monument Signs were originally approved for a total of 72 SF of signage and a height of 13 feet under a previous Comprehensive Sign Plan (CC12-002). The original sign square footage included 64 SF of panel signs and 4.66 SF of lettering for "Willow Creek Village." This request will reduce the size of the lettering to 2 SF and include an additional 16 SF of panel signage, resulting in an increase of 10 SF, for a total of 82 SF of signage.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve CSP25-001

ATTACHMENTS

1. CSP25-001 - NARRATIVE
2. CSP25-001 - MAPS, SIGN PLANS, AND PICTURES



704 E. Moeller st. Prescott, AZ 86301 1-928-778-6336 www.morgansign.com morgansign@gmail.com

July 23, 2025

City of Prescott

Community Development/ P & Z

201 N. Montezuma St.

Prescott, AZ 86301

To Whom It May Concern:

We are requesting an amendment to a comprehensive sign package approved in May 2012, for the Willow Creek Village/Safeway shopping center.

The signs (two) are allowed 72 sf each. The signs are currently using four 12" x 96' tenant panels and three 16" x 96" tenant panels for a total of 64 sf and 8" x 84" letters, 4.66 sf for the shopping center "Willow Creek Village." Total 68.66 sf.

We propose to remove the 4.66 sf letters and replace them with 5" x 60" letters at 2.08 sf. and add two 1' x 8' tenant sign panels, 8 sf each for a total of 18 sf. With the existing 64 sf this would bring the total to 82 sf, which is 10 sf over the allowed amount.

Since the first comprehensive sign package approval in 2012, this shopping center has changed hands several times. The shops have gone through changes of size also, some enlarged and others sub-divided. One of the incentives for renters is to have their business name on the sign marquee. This addition would maximize the capabilities of the current sign structures.

We respectfully request to amend the existing comprehensive sign package to include an additional 10 sf for our client.

Thank you.

Sincerely,

Susan Markov

Morgan Sign Co.



Both Locations

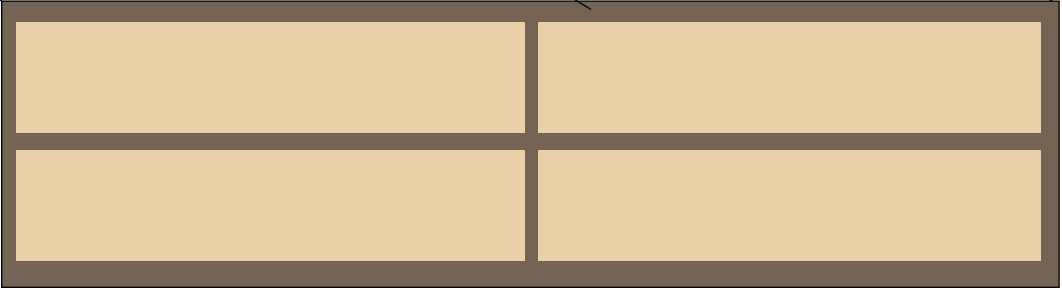
Add "Willow Creek Village" to the top



Add 4 new tenant signs
12"x48"

24"

96"



Client Approval: _____

DATE: _____ SCALE: NTS DRAWN BY: RMM



MORGAN SIGN COMPANY
IS A REGISTERED TRADE NAME IN THE STATE OF ARIZONA

THE ORIGINAL IDEAS HERE IN ARE EXCLUSIVE PROPERTY OF MORGAN SIGN. UNAUTHORIZED USE, REPRODUCTION, AND/OR DISPLAY SHALL RENDER THE INFRINGER LIABLE FOR UP TO \$100,000 IN STATUTORY DAMAGES, PLUS ATTORNEYS FEES AND COSTS, FOR EACH INFRINGEMENT, UNDER THE U.S. COPYRIGHT ACT (17 U.S.C. 412 & 504)

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A)(1) OF THE NATIONAL ELECTRICAL CODE.

Willow Creek rd. Location



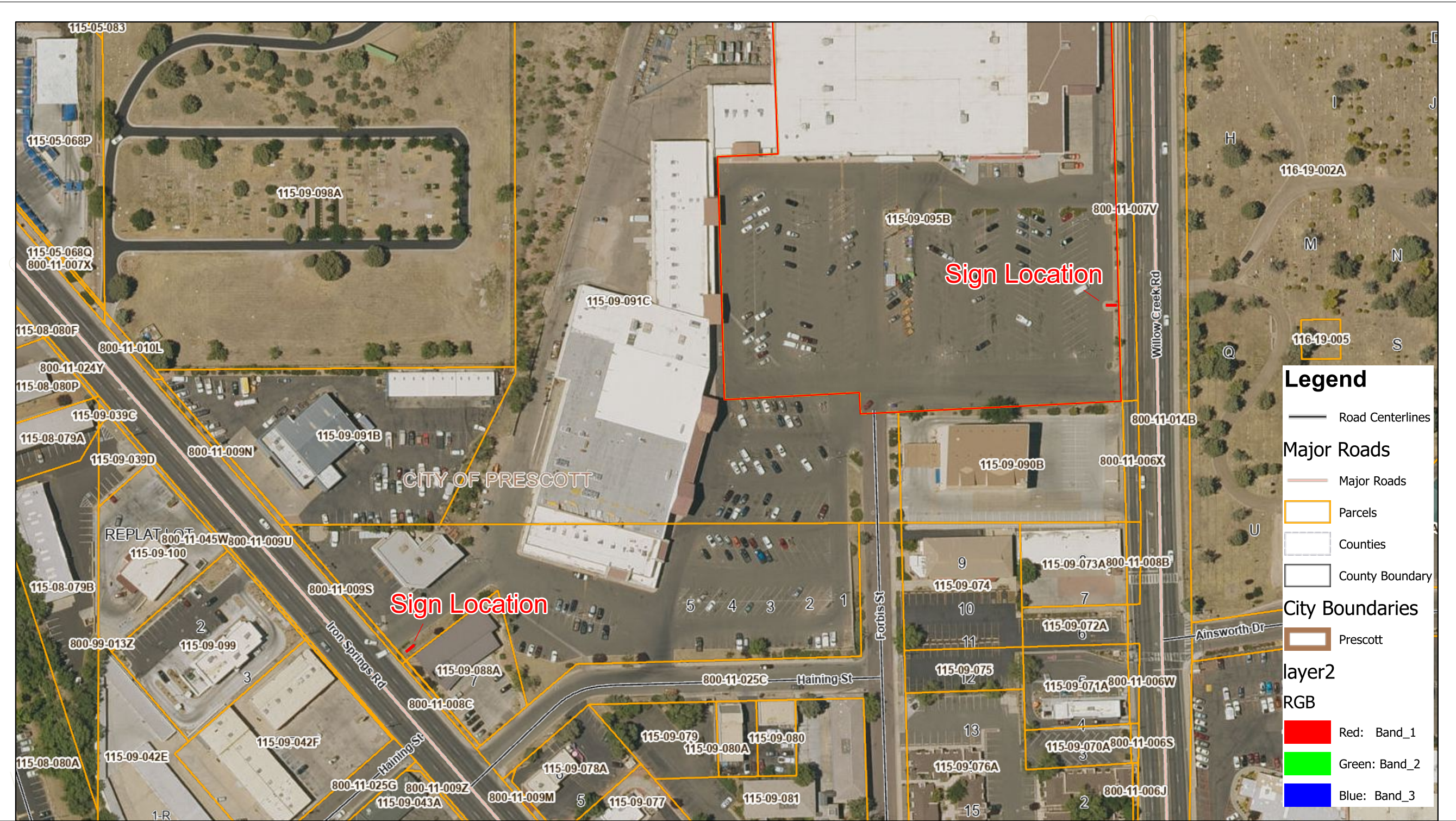
Iron Springs rd. Location



Client Approval: _____

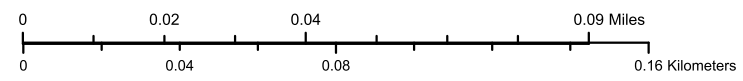
DATE: _____ SCALE: NTS DRAWN BY: RMM

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THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A)(1) OF THE NATIONAL ELECTRICAL CODE.



Disclaimer:
Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Willow Creek Village



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NEC AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A)(1) OF THE NATIONAL ELECTRICAL CODE.

Client Approval: _____

DATE: _____ SCALE: NTS DRAWN BY: RMM



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TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Finance
ITEM #: 9.K
SUBJECT: Approval of City Contract No. 2025-053A1, an Amendment to City Contract No. 2025-053 Adding Operating Budget and Workforce Planning Modules to the OpenGov Platform.

ITEM SUMMARY

This item is for approval of City Contract No. 2025-053A1, an amendment to City Contract No. 2025-053 which was approved by Council on July 9, 2024 for a three-year term with OpenGov covering capital budgeting, reporting, transparency, and procurement systems. Building on the success and value of these tools, staff recommends expanding the platform to include the operating budget and workforce planning modules, which will centralize all budget processes within a single system.

BACKGROUND

Staff is seeking Council's approval to amend the OpenGov software contract to add the operating budget and workforce planning modules to the tools we are already using. The anticipated benefits are as follows:

- Multi-year forecasting to support development of 5-year financial plans.
- Greater flexibility in personnel budgeting, allowing scenario adjustments throughout the budget.
- Custom workflows for departmental budget requests, streamlining review and tracking.
- Categorization of operating requests by strategic priority, summarized with the capital budget.
- Integrated operating and capital budgeting, eliminating manual data transfers for a complete budget view.
- Centralized system for greater efficiency and easier training for department users.
- Improved fund balance calculations throughout the process, offering a clearer financial picture earlier.
- Increased public transparency and alignment with the strategic plan.

Implementation would begin immediately upon Council approval, with a projected go-live date in December to support preparation of the Fiscal Year 2027 budget. The amendment will be executed through the Omnia purchasing cooperative, consistent with the original contract.

FINANCIAL IMPACT

Sufficient budget is available in Fiscal Year 2026 to fund the amendment. Additional budget will be requested in Fiscal Year 2027 to cover the increased annual software cost. The total increase over the remaining two-year contract period is \$129,714.16, plus tax. These software costs are allocated through the Finance Department's cost recovery to all City operating funds.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2025-053A1

ATTACHMENTS

1. City Contract No. 2025-053A1



Contract Amendment No. One (1)

OpenGov

Contractor: Vertosoft LLC

Contract No: 2025-053

Account No(s): 1003005-8520

September 23, 2025

Purpose of Amendment:

To add funds to the contract for the addition of the Operating Budget and Workforce Planning modules to the OpenGov platform.

The following changes shall be made to the Contract Documents:

Add \$129,714.16 to the Contract.

All other terms of the contract remain the same.

Summary of Changes to Contract:

	Contract Amount
Original Contract	\$ 379,844.00
Net Change this Amendment	\$ 129,714.16
Amended Contract	\$ 509,558.16

Original Expiration Date April 30, 2026

Accepted by:

Vertosoft LLC (*Authorized signer*)

Date

Approved by:

Philip R. Goode, Mayor

Date

Attest:

Sarah M. Thornhill, City Clerk

Date

Approved as to Form:

Joseph D. Young, City Attorney

Date

Copy to: Finance



1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 9/8/2025, 10:56 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Prescott, AZ

Contract: NCPA - OMNIA 01-165

Quote #: Q-14628
Expires On: 9/30/2025

Ship To
City of Prescott, AZ
Catherine Boland
928-777-1247
catherine.boland@prescott-az.gov

Quote For:
Name: Catherine Boland
Company: City of Prescott, AZ
Email: catherine.boland@prescott-az.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 10/1/2025
Overall POP End Date: 7/31/2027

Credit from Previous renewal 08/01/2025-09/30/2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B200300M-AR-1Y	Budgeting & Planning - Between \$200-300 Million - 1Y	1.00	\$-47,092.50	\$-47,092.50
OG-SWFO-B200300M-AR-1Y	OpenGov Core Procurement and Contracts - Between \$200-300 Million - 1Y	1.00	\$-34,475.00	\$-34,475.00
Credit from Previous renewal TOTAL:				\$-81,567.50

Term 2 10/01/2025-07/31/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B200300M-AR-1Y	Budgeting & Planning - Between \$200-300 Million - 1Y	1.00	\$96,450.29	\$96,450.29

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWFO-B200300M-AR-1Y	OpenGov Core Procurement and Contracts - Between \$200-300 Million - 1Y	1.00	\$34,475.00	\$34,475.00
OG-PSBG-B200300M-OT-0Y	Professional Services Deployment - Prepaid - Between \$200-300 Million - 0Y	74.00	\$245.48	\$18,165.52
Term 1 TOTAL including credit:				\$67,523.31

Term 3

08/01/2026-07/31/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-SWBA-B200300M-AR-1Y	Budgeting & Planning - Between \$200-300 Million - 1Y	1.00	\$121,527.39	\$121,527.39
OG-SWFO-B200300M-AR-1Y	OpenGov Core Procurement and Contracts - Between \$200-300 Million - 1Y	1.00	\$43,438.52	\$43,438.52
Term 2 TOTAL:				\$164,965.91

--

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at <https://www.vertosoft.com/terms-and-conditions-opengov>

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Finance
ITEM #: 9.L
SUBJECT: Adoption of Resolution No. 2025-1950 Approving the Transfer of Certain Fiscal Year 2025 Budget Appropriations.

ITEM SUMMARY

This item is for the adoption of Resolution No. 2025-1950. City Charter, Article VI, Section 10, requires Council approval for transfers of budget appropriations between departments. This Resolution moves budget appropriations between several funds and departments. The recommended action is neither a transfer of cash nor expenditure of additional monies, rather simply a movement of authorized expenditure capacity.

BACKGROUND

To close out fiscal year 2025, the following items require the movement of budget appropriations:

- Additional expenditures related to higher than projected activities \$46,600
- To cover unanticipated grants and donations \$44,000
- To cover unanticipated impact fee expenditures \$460
- To cover recording of multi-year subscription assets for software purchases \$1,772,700
- To move funding for Police Vehicle to Impact Fees \$110,000
- To cover expenditures over budget for Fleet related work \$25,000

Exhibit A reflects the detailed transfers discussed above.

FINANCIAL IMPACT

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

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2025-1950

ATTACHMENTS

1. Resolution No. 2025-1950 FY25 Final Budget Amendment
2. Resolution No. 2025-1950 Exhibit A

RESOLUTION NO. 2025-1950

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF
PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE TRANSFER OF
UNENCUMBERED APPROPRIATIONS BETWEEN VARIOUS DEPARTMENTS
AND FUNDS IN THE FISCAL YEAR 2025 BUDGET**

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

WHEREAS, there are unencumbered appropriations in various Funds and Departments that will not be expended during fiscal year 2025; and

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

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

SECTION 1. THAT, the Mayor and Council authorize the transfer of the unencumbered budget appropriations in the fiscal year 2025 budget as identified on the attached exhibit A.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 23rd day of September, 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, City Clerk

JOSEPH YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2025-1950 is a true, correct and accurate copy of Resolution No. 2025-1950, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2025, 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 _____, 2025.

Seal

Exhibit A
Resolution No. 2025-1950
Fiscal Year 2025_Final Movement of Budget Appropriations

Additional expenditures related to higher than projected activity

From		To		
Fund	Department	Fund	Department	Amount
General Fund	Non-departmental	General Fund	Court	\$ 41,000
Transient Occupancy Tax	City Manager	Transient Occupancy Tax	Recreation Services	\$ 5,600

To cover unanticipated grants and donations

From		To		
Fund	Department	Fund	Department	Amount
Grant Funds	Non-departmental	Grant Funds	Library	\$ 44,000

To cover unanticipated impact fee expenditures

From		To		
Fund	Department	Fund	Department	Amount
Impact Fees-Public Works	Public Works	Impact Fees-Fire	Fire Department	\$ 230
Impact Fees-Public Works	Public Works	Impact Fees-Police	Police Department	\$ 230

To cover the recording of multi-year subscription assets for software purchases

From		To		
Fund	Department	Fund	Department	Amount
General Fund	Non-departmental	General Fund	City Manager	\$ 1,257,700
General Fund	Non-departmental	General Fund	Budget & Finance	\$ 515,000

Reclassify funding source to Impact Fees

From		To		
Fund	Department	Fund	Department	Amount
General Fund	Police Department	Impact Fees-Police	Police Department	\$ 110,000

To cover expenditures over budget for Fleet related work

From		To		
Fund	Department	Fund	Department	Amount
Grant Funds	Non-departmental	Fleet Maintenance	Recreation Services	\$ 25,000



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Library
ITEM #: 9.M
SUBJECT: Approval of City Contract No. 2022-201C1, a Consent to Assignment of City Contract 2022-201 for Prescott Public Library's Material Purchases.

ITEM SUMMARY

This item is to approve a Consent to Assignment of City Contract No. 2022-201.

BACKGROUND

On May 10, 2022, the City of Prescott entered into a Cooperative Purchase Agreement (City Contract No. 2022-201) with Baker & Taylor, for library materials. Baker & Taylor has assigned the rights, terms, and provisions of that contract to ReaderLink Distribution Services, LLC for the continued provision of library materials to the City of Prescott.

FINANCIAL IMPACT

This is an administrative action with no financial impact.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2022-201C1

ATTACHMENTS

1. City Contract No. 2022-201C1

CITY OF PRESCOTT CONTRACT NUMBER 2022-201C1

CONSENT TO ASSIGNMENT OF CONTRACT FOR

LIBRARY MATERIALS

WHEREAS, on May 10, 2022, the City of Prescott (hereinafter “City”) entered into a contract (City of Prescott Contract #2022-201, the “Contract”) for the provision of Library Materials with Baker & Taylor, LLC (“Baker & Taylor”); and,

WHEREAS, the original contractor, Baker & Taylor, LLC, is due to be acquired by ReaderLink Distribution Services, LLC (“ReaderLink”) on September 26, 2025; and,

WHEREAS, ReaderLink Distribution Services, LLC has a new Employee Identification Number (EIN), different from that of Baker & Taylor, LLC and paperwork for their consent to assignment is attached hereto as Exhibit A and incorporated herein by reference; and,

WHEREAS, the City is satisfied that ReaderLink Distribution Services, LLC has the financial wherewithal and skill set to continue to provide the City with Library Materials; and,

WHEREAS, as part of this Consent to Assignment, ReaderLink Distribution Services, LLC will abide by all of the original terms and conditions of the original contract (City Contract #2022-201) regarding the provision of Library Materials to the City; and,

WHEREAS, this Consent to Assignment is in anticipation of and conditioned upon the successful acquisition of Baker & Taylor, LLC by ReaderLink Distribution Services, LLC scheduled to be completed on September 26, 2025.

NOW, THEREFORE:

1. The City consents to the assignment of City Contract #2022-201 from Baker & Taylor, LLC, to ReaderLink Distribution Services, LLC, for the provision of Library Materials to the City.
2. All other terms and conditions of the original contract (City Contract #2022-201) shall remain in full force and effect.
3. The City authorizes payment to ReaderLink Distribution Services, LLC for all Library Materials provided to the City pursuant to the applicable terms and conditions contained in City Contract #2022-201.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. THORNHILL, City Clerk

APPROVED AS TO FORM:

JOSEPH D. YOUNG, City Attorney

ACCEPTANCE OF TERMS

ReaderLink Distribution Services, LLC affirms the signatory below has legal authority to bind the company and that ReaderLink Distribution Services, LLC will abide by all terms and conditions of the original City Contract #2022-201 as the assignee of Baker & Taylor, LLC.

BY: _____

ITS: _____

DATE:_____



CONSENT TO ASSIGNMENT

As you are aware, Baker & Taylor, LLC. ("Baker & Taylor") and ReaderLink Distribution Services, LLC ("ReaderLink") have announced that they have entered into a Letter of Intent whereby ReaderLink will acquire the business and substantially all the assets of Baker & Taylor on or about September 26, 2025 (the "Closing Date"). As part of this transaction, your written agreements with Baker & Taylor are expected to be assigned to, and assumed by, ReaderLink as of the Closing Date. We are asking for your consent to this assignment and assumption.

We are pleased to confirm that many of the current Baker & Taylor management team and employees are expected to join the ReaderLink team and continue to serve your needs. We anticipate this will be seamless to you, as ReaderLink will assume any and all Baker & Taylor obligations arising from and after the Closing Date under those written agreements and will honor the related pricing, payment terms, prepaid contracts and subscriptions, quotas, deposits and account credits; **provided, however, if you do not return this signed consent by or before the date below, then ReaderLink will be unable, without their assignment, to recognize and honor those unassigned contracts and subscriptions, quotas, deposits, or account credits.**

PLEASE CONFIRM YOUR CONSENT TO THIS ASSIGNMENT AND ASSUMPTION BY SIGNING THIS "CONSENT TO ASSIGNMENT" FORM AND RETURNING IT TO BAKER & TAYLOR NO LATER THAN FRIDAY, SEPTEMBER 19, 2025.

You may email your signed Consent to Assignment form to assignments@baker-taylor.com.

By signing this Consent to Assignment, the Customer named herein consents to the assignment to and assumption by ReaderLink of this Customer's written agreements with Baker & Taylor as of the Closing Date.

Customer:

By: _____

Name/Title: _____

Contract / RFP #: _____

Contract Bid/RFP Name: _____

Date: September 10, 2025

To: Baker & Taylor Contract Customers

From: Aman Kochar, President and CEO

Subject: Acquisition of Baker & Taylor, LLC by ReaderLink Distribution Services, LLC

We are pleased to announce that ReaderLink Distribution Services, LLC (“ReaderLink”) and Baker & Taylor, LLC. (“Baker & Taylor”) have entered a Letter of Intent whereby ReaderLink will acquire the business and substantially all the assets of Baker & Taylor. The transaction, which is subject to remaining due diligence and customary conditions to closing, is expected to close in the coming weeks.

ReaderLink, the largest full-service book distributor in the world, is well-capitalized and maintains over \$250 million in inventory across its six geographically optimized distribution centers, which will soon augment Baker & Taylor’s existing operations centers. The transaction brings additional resources for Baker & Taylor’s customers, including best-in-class in-stock positions, faster order turnarounds, and an expanded portfolio of library-tailored products while continuing Baker & Taylor’s personalized customer service.

Most of the current Baker & Taylor management team and employees are joining the ReaderLink team, and I will continue to lead the Baker & Taylor business, reporting to Dennis E. Abboud, CEO of ReaderLink. By partnering with ReaderLink, your Baker & Taylor team will continue to deliver the exceptional service, inventory, and solutions you expect.

IMPORTANT! PLEASE NOTE THAT BAKER & TAYLOR’S EXISTING CUSTOMER PRICING AND PAYMENT TERMS WILL BE HONORED IF THE AGREEMENT BETWEEN YOU AND BAKER & TAYLOR IS ASSIGNED TO READERLINK, HOWEVER, YOU MUST SIGN THE ENCLOSED “CONSENT TO ASSIGNMENT” FORM AND RETURN IT, AS SPECIFIED THEREON, NO LATER THAN SEPTEMBER 19, 2025. READERLINK WILL BE UNABLE, WITHOUT THE SIGNED CONSENT, TO RECOGNIZE AND HONOR ANY UNASSIGNED CONTRACTS AND SUBSCRIPTIONS, QUOTAS, DEPOSITS, OR ACCOUNT CREDITS.

Once the Consent to Assignment is received, the transaction's effect should be relatively seamless for our customers, with no immediate operational changes required.

Regarding the transaction, Dennis E. Abboud, ReaderLink’s president and C.E.O., said, “We believe that the Company’s talented management team, dedicated employees and world-class Library partners distinguish Baker & Taylor as an industry leader. This transaction provides both Baker & Taylor and ReaderLink with additional assets and expertise to continue both companies’ long-standing, proven commitment to customer service to better enable our Library partners to succeed in a dynamic and evolving book market.”

About ReaderLink Distribution Services, LLC

ReaderLink is the largest full-service book distributor in the world, supporting over 400 retail accounts with more than 100,000 storefronts. ReaderLink’s distribution customer base comprises virtually every U.S. chain retailer, including mass merchants, warehouse clubs, grocery stores, drug stores, bookstores, online sellers, specialty retailers and transportation centers. In addition, ReaderLink supplies retail partners in Canada, the UK, Japan, and Australia, and support U.S. military installations worldwide. ReaderLink sells approximately one out of every three of the most popular books annually sold in the U.S. ReaderLink also owns Printers Row Publishing Group, a “top 10” trade publisher with thousands of proprietary and published titles. For more information go to www.ReaderLink.com

About Baker & Taylor, LLC

Founded in 1828, Baker & Taylor has a long and storied history serving libraries. As a leading supplier, the company is well known and trusted for carrying the materials libraries need while innovating and bringing unique products to customers worldwide. Backed by comprehensive logistics and unparalleled customer support, Baker & Taylor empowers libraries to enrich their collections, engage patrons, and nurture literacy and lifelong learning. Learn more at www.baker-taylor.com.



TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Public Works
ITEM #: 10.A
SUBJECT: Adoption of Ordinance No. 2025-1905
Authorizing the Granting of a Utility Easement to
Arizona Public Service Company.
**AN ORDINANCE OF THE MAYOR AND
COUNCIL OF THE CITY OF PRESCOTT
("CITY"), YAVAPAI COUNTY, ARIZONA,
AUTHORIZING THE GRANTING OF A UTILITY
EASEMENT TO ARIZONA PUBLIC SERVICE
COMPANY (APS) FOR A NEW UTILITY
SERVICE, AUTHORIZING THE MAYOR AND
STAFF TO EXECUTE ANY AND ALL
DOCUMENTS TO EFFECTUATE SAID UTILITY
EASEMENT**

ITEM SUMMARY

This item is to grant a Utility Easement to Arizona Public Service Company (APS), for installation of electrical infrastructure improvements on City owned property located off Granite Dells Road, known as APN No. 106-10-017G.

BACKGROUND

Arizona Public Service Co. has requested the granting of a new Utility Easement for the installation of overhead power lines, some of which currently exist. After review by staff, it has been determined the lines are necessary for the health and welfare of the City of Prescott.

FINANCIAL IMPACT

There is no fiscal impact at this time.

RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2025-1905

ATTACHMENTS

1. Ordinance No. 2025-1905
2. WA888092_106-10-017G_City of Prescott_Easement
3. PROPOSED EASEMENT LOCATION

ORDINANCE NO. 2025-1905

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ("CITY"), YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE GRANTING OF AN UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY (APS) FOR A NEW UTILITY SERVICE, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID UTILITY EASEMENT

RECITALS:

WHEREAS, the City Council has determined that certain utility improvements are needed by the City, and granting of this Utility Easement will be in the best interest of the health, safety and welfare of the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby agrees the granting of this utility easement is needed by the City of Prescott, and granting of same is in order and in the best interest of the City.

SECTION 2. THAT the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing abandonment of said utility easement.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORHNILL
City Clerk

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2025-1905 is a true, correct and accurate copy of Ordinance No. 2025-1905 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2025, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2025.

Seal

City Clerk

SE-12-14N-2W
APN 106-10-017G
NWP-25-161
WA888092
TKH/JGF

CITY OF PRESCOTT - APS UTILITY EASEMENT

CITY OF PRESCOTT, a political subdivision of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, 8 feet in width or as further described in attached exhibits at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

By accepting and utilizing this easement, Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably practicable, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the extent required by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, excavation, maintenance, repair or other work performed by Grantee within the Easement Premises.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, **CITY OF PRESCOTT**, a political subdivision of the State of Arizona, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 2025.

APPROVED AS TO FORM:

CITY OF PRESCOTT,
a political subdivision of the State of Arizona

City Attorney

By: _____
Philip R Goode - Mayor

ATTEST:

City Clerk

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 2025 by
_____ of _____, on behalf of
_____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Seal

Notary Public

EXHIBIT “A”

**(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)
AS RECORDED IN BOOK 4329 PAGE 279 Y.C.R.**

PARCEL NO. 1:

ALL THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, LYING SOUTH OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A U.S. GENERAL LAND OFFICE BRASS CAPPED PIPE DESIGNATING THE NORTHEAST CORNER OF SAID SECTION 12;

THENCE SOUTH 0 DEGREES 34 MINUTES WEST, A DISTANCE OF 3528.60 FEET, ALONG THE EAST LINE OF SAID SECTION 12 TO THE SOUTHEAST CORNER OF GRANITE GARDENS SUBDIVISION UNIT 1, AS RECORDED IN BOOK 17 OF MAPS AND PLATS, PAGES 45 AND 46, RECORDS OF YAVAPAI COUNTY;

THENCE CONTINUING SOUTH 0 DEGREES 34 MINUTES WEST, A DISTANCE OF 1115.00 FEET, ALONG THE EAST LINE OF SAID SECTION 12 TO THE TRUE POINT OF BEGINNING OF SAID LINE;

THENCE NORTH 76 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 1319.85 FEET;

THENCE NORTH 18 DEGREES 14 MINUTES 49 SECONDS EAST, A DISTANCE OF 28.00 FEET;

THENCE NORTH 71 DEGREES 01 MINUTES 49 SECONDS WEST, A DISTANCE OF 116.84 FEET;

THENCE SOUTH 13 DEGREES 18 MINUTES 40 SECONDS WEST, A DISTANCE OF 41.78 FEET;

THENCE SOUTH 88 DEGREES 43 MINUTES 11 SECONDS WEST, A DISTANCE OF 1268.49 FEET TO A POINT ON THE CENTERLINE OF THE YAVAPAI COUNTY ROAD AS RECORDED IN BOOK 1347, PAGES 218-221 INC., THAT BEARS SOUTH 43 DEGREES 00 MINUTES 24 SECONDS WEST (RECORD BEARING IS SOUTH 43 DEGREES 13 MINUTES 05 SECONDS WEST), A DISTANCE OF 19.63 FEET FROM AN ANGLE POINT IN SAID ROAD AND THE END OF SAID LINE.

EXCEPTING FROM PARCEL 1, ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCELS A AND B:

PARCEL A:

ALL THAT PORTION OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 12;

THENCE NORTH 65 DEGREES 10 MINUTES 43 SECONDS WEST, A DISTANCE OF 1907.73 FEET, TO A POINT ON THE NORTH LINE OF THE PARENT PARCEL AS REFERENCED IN BOOK 2401 OF DEEDS, PAGE 960, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32 DEGREES 13 MINUTES 14 SECONDS WEST, A DISTANCE OF 133.78 FEET;

THENCE SOUTH 23 DEGREES 45 MINUTES 57 SECONDS WEST, A DISTANCE OF 33.85 FEET;

THENCE SOUTH 10 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 76.88 FEET;

THENCE SOUTH 53 DEGREES 37 MINUTES 05 SECONDS EAST, A DISTANCE OF 151.75 FEET;

THENCE SOUTH 36 DEGREES 22 MINUTES 55 SECONDS WEST, A DISTANCE OF 362.41 FEET;

THENCE NORTH 53 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 180.29 FEET;

THENCE NORTH 36 DEGREES 22 MINUTES 55 SECONDS EAST, A DISTANCE OF 118.26 FEET;

THENCE NORTH 33 DEGREES 05 MINUTES 53 SECONDS WEST, A DISTANCE OF 45.56 FEET;

THENCE NORTH 09 DEGREES 34 MINUTES 26 SECONDS WEST, A DISTANCE OF 52.66 FEET;

THENCE NORTH 25 DEGREES 16 MINUTES 59 SECONDS EAST, A DISTANCE OF 48.53 FEET;

THENCE NORTH 49 DEGREES 17 MINUTES 39 SECONDS EAST, A DISTANCE OF 235.74 FEET;

THENCE NORTH 34 DEGREES 27 MINUTES 29 SECONDS EAST, A DISTANCE OF 134.86 FEET;

THENCE NORTH 88 DEGREES 59 MINUTES 02 SECONDS EAST (RECORD NORTH 88 DEGREES 43 MINUTES 11 SECONDS EAST), A DISTANCE OF 24.83 FEET TO THE POINT OF BEGINNING.

PARCEL B:

ALL THAT PORTION OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER SECTION 12;

THENCE NORTH 40 DEGREES 17 MINUTES 50 SECONDS WEST, A DISTANCE OF 786.32 FEET, TO A POINT ON THE NORTH LINE OF THE PARENT PARCEL AS REFERENCED IN BOOK 2401 OF DEEDS, PAGE 960, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 35 DEGREES 24 MINUTES 35 SECONDS WEST, A DISTANCE OF 132.52 FEET;

THENCE SOUTH 18 DEGREES 43 MINUTES 43 SECONDS WEST, A DISTANCE OF 94.40 FEET;

THENCE SOUTH 14 DEGREES 14 MINUTES 45 SECONDS WEST, A DISTANCE OF 90.63 FEET;

THENCE SOUTH 11 DEGREES 59 MINUTES 02 SECONDS WEST, A DISTANCE OF 143.12 FEET;

THENCE NORTH 75 DEGREES 21 MINUTES 10 SECONDS WEST, A DISTANCE OF 842.41 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 51 SECONDS EAST, A DISTANCE OF 417.79 FEET;

THENCE NORTH 88 DEGREES 59 MINUTES 02 SECONDS EAST (RECORD NORTH 88 DEGREES 43 MINUTES 11 SECONDS EAST), A DISTANCE OF 91.99 FEET;

THENCE NORTH 13 DEGREES 34 MINUTES 31 SECONDS EAST (RECORD NORTH 13 DEGREES 18 MINUTES 40 SECONDS EAST), A DISTANCE OF 41.78 FEET;

THENCE SOUTH 70 DEGREES 09 MINUTES 04 SECONDS EAST, A DISTANCE OF 116.09 FEET (RECORD SOUTH 71 DEGREES 01 MINUTES 49 SECONDS EAST, A DISTANCE OF 116.84 FEET);

THENCE SOUTH 15 DEGREES 22 MINUTES 26 SECONDS WEST, A DISTANCE OF 27.73 FEET (RECORD SOUTH 18 DEGREES 14 MINUTES 49 SECONDS WEST, A DISTANCE OF 28.00 FEET);

THENCE SOUTH 76 DEGREES 42 MINUTES 14 SECONDS EAST (RECORD SOUTH 76 DEGREES 58 MINUTES 23 SECONDS EAST), A DISTANCE OF 789.77 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM PARCEL 1, ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL NO. 2:

PARCEL NO. 2:

ALL THAT PORTION OF LAND SITUATE IN THE NORTH HALF OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, AND, IF ANY SITUATE IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE U.S. GENERAL LAND OFFICES SURVEY BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 2 WEST, (BEING ALSO THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 1 WEST), SAID BRASS CAP MONUMENT HAVING BEEN ESTABLISHED BY RESURVEY OF PART OF THE SUBDIVISION LINES OF TOWNSHIP 14 NORTH, RANGE 1 WEST IN 1926, AND, IN PARTICULAR, PART OF THE WEST SUBDIVISION LINE OF TOWNSHIP 14 NORTH, RANGE 1 WEST (BEING ALSO A PART OF THE EAST SUBDIVISION LINE OF TOWNSHIP 14 NORTH, RANGE 2 WEST), SAID RESURVEY BEING RECORDED IN U.S. G. L. O. FIELD NOTES IN BOOK 3811, PAGES 16 AND 17, ESTABLISHING THE SAID WEST SUBDIVISION LINE OF TOWNSHIP 14 NORTH, RANGE 1 WEST BETWEEN THE SAID QUARTER SECTION CORNER OF SECTION 19 (TOWNSHIP 14 NORTH, RANGE 1 WEST) AND SECTION 24 (TOWNSHIP 14 NORTH, RANGE 2 WEST) AND THE COMMON CORNER OF SECTIONS 1, 6, 7 AND 12, TOWNSHIP 14 NORTH, RANGES 1 AND 2 WEST, BEARING NORTH 0 DEGREES 33 MINUTES EAST, A DISTANCE OF 193.86 CHAINS;

THENCE, FOR PURPOSES OF THIS DESCRIPTION, NORTH 0 DEGREES 03 MINUTES 36 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 24 AND SECTION 13, A DISTANCE OF 5,334.11 FEET TO A POINT, SAID POINT BEING THE POINT OF INTERSECTION OF A LINE FROM THE WEST BEARING NORTH 89 DEGREES 29 MINUTES EAST FROM A FOUND POINT IN BEDROCK SCRIBED "X"-C-1/16 AND PRODUCED NORTH 89 DEGREES 29 MINUTES EAST THROUGH A POINT ESTABLISHED FROM A FOUND POINT IN BEDROCK SCRIBED "X"-25-1/16 (SAID POINT BEING VISIBLE ONLY DURING LOW WATER STAGE OF LAKE WATSON) WITH THE EAST LINE OF SECTION 24;

THENCE SOUTH 89 DEGREES 29 MINUTES WEST, ALONG THE SAID LINE OF INTERSECTION, A DISTANCE OF 1,352.14 FEET TO SAID ESTABLISHED POINT;

THENCE CONTINUING SOUTH 89 DEGREES 29 MINUTES WEST, ALONG SAID LINE OF INTERSECTION, A DISTANCE OF 1,352.14 FEET TO SAID SCRIBED C-1/16 POINT;

THENCE NORTH 0 DEGREES 43 MINUTES 02 SECONDS WEST, A DISTANCE OF 1,319.68 FEET TO A POINT IN BEDROCK SCRIBED "X"-1/16;

THENCE CONTINUING NORTH 0 DEGREES 43 MINUTES 02 SECONDS WEST, A DISTANCE OF 1,319.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 83 DEGREES 57 MINUTES 59 SECONDS EAST, A DISTANCE OF 1,377.46 FEET TO A POINT;

THENCE SOUTH 0 DEGREES 21 MINUTES 12 SECONDS EAST, A DISTANCE OF 151.40 FEET;

THENCE SOUTH 87 DEGREES 46 MINUTES 31 SECONDS WEST, A DISTANCE OF 44.38 FEET;

THENCE NORTH 74 DEGREES 59 MINUTES 20 SECONDS WEST, A DISTANCE OF 266.95 FEET;

THENCE NORTH 85 DEGREES 54 MINUTES 20 SECONDS WEST, A DISTANCE OF 470.72 FEET;

THENCE NORTH 71 DEGREES 57 MINUTES 19 SECONDS WEST, A DISTANCE OF 630.04 FEET TO THE POINT OF BEGINNING.

APN: 106-10-017R

N88°57'06"E 250.90'
228.01'

APN: 106-10-017K

APN: 106-10-017P

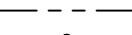
CITY OF PRESCOTT
DEED: BK. 4329, PG. 279, YCR
APN: 106-10-017G

PARCEL 'A' PER
BK. 4329, PG. 249, YCR
APN: 106-10-017H

LEGEND



EASEMENT AREA



PROPERTY LINE



PROPERTY CORNER

YCR

YAVAPAI COUNTY RECORDS

APN

ASSESSORS PARCEL NUMBER

BK./PG.

BOOK/PAGE



EXHIBIT "B"

JOB # WA888092

DATE: 08/08/2025

SE 1/4 SEC 12 T14N R02W

SCALE: 1"=60'

INDEX: NWP-25-161

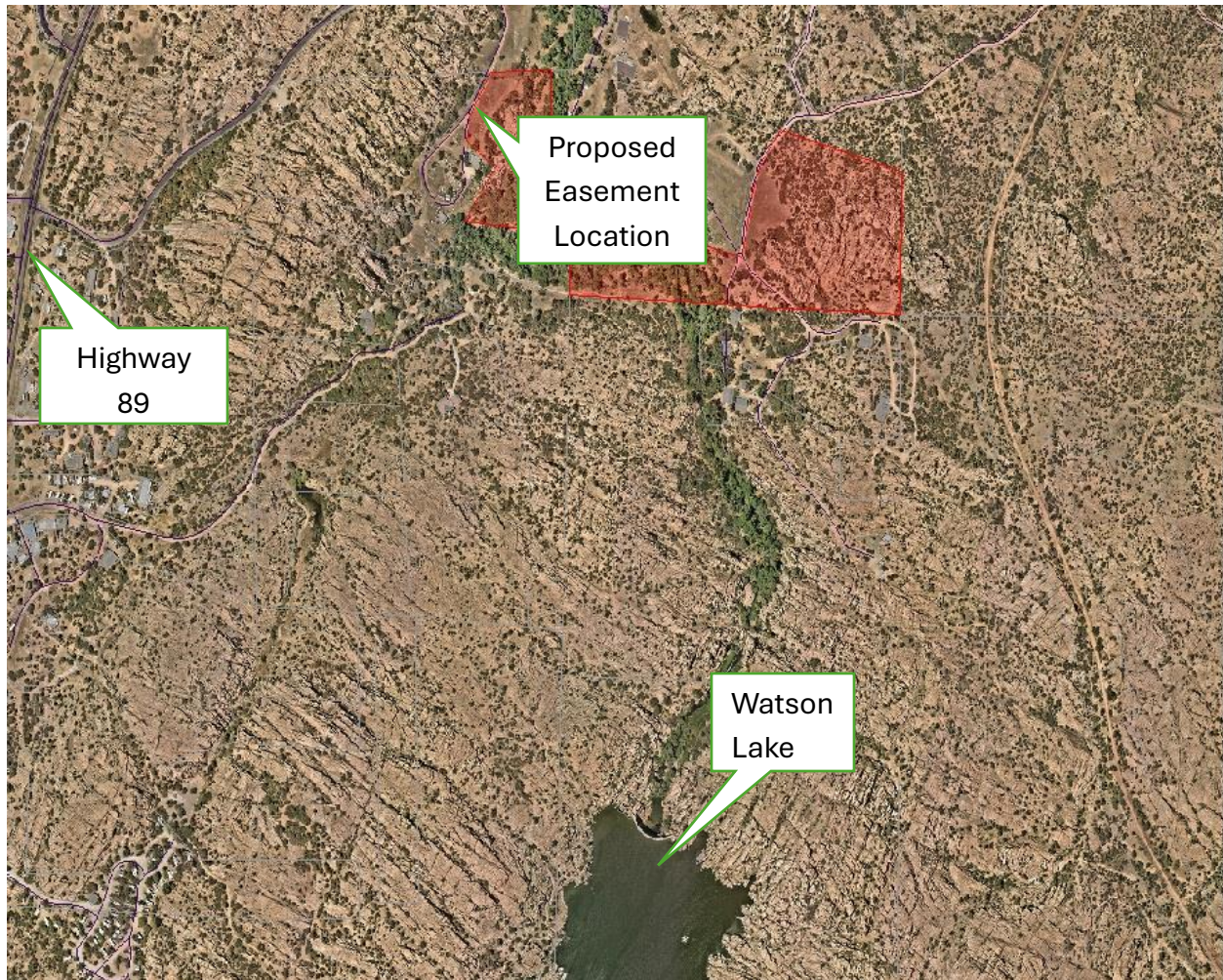
R/W: J. COMBS

SURVEY: R. SMITH

DRAWN BY: T. SLATER

SHEET 1 OF 1

PROPOSED EASEMENT LOCATION





TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Public Works
ITEM #: 10.B
SUBJECT: Adoption of Ordinance No. 2025-1896
Authorizing the Acceptance of an Ingress/Egress
Easement from Cloudstone Partners, LLC.
**AN ORDINANCE OF THE MAYOR AND
COUNCIL OF THE CITY OF PRESCOTT
("CITY"), YAVAPAI COUNTY, ARIZONA,
AUTHORIZING ACCEPTANCE OF AN
INGRESS & EGRESS EASEMENT FROM
CLOUDSTONE PARTNERS, LLC FOR LEGAL
ACCESS FOR A REQUIRED TURNAROUND
CUL-DE-SAC, AUTHORIZING THE MAYOR
AND STAFF TO EXECUTE ANY AND ALL
DOCUMENTS TO EFFECTUATE SAID
UNDERGROUND UTILITY EASEMENT**

ITEM SUMMARY

This item is for the adoption of Ordinance No. 2025-1896, to approve the acceptance of an Ingress/Egress Easement to facilitate the creation of a cul-de-sac turnaround for emergency service vehicles in the Cloudstone Development. To be utilized until the developer continues with necessary road improvements at a later date.

BACKGROUND

The developer intends to construct a new single family residence on the current Raindagger Drive. Staff has determined the necessity of a turnaround for emergency service vehicles in the area. This turnaround will be utilized until final subdivision improvements are made at a later date.

FINANCIAL IMPACT

Financial impact to the City will be limited to recording fees.

RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2025-1896

ATTACHMENTS

1. Ordinance No. 2025-1896
2. Ingress & Egress Easement Agreement Cloudstone
3. PROPOSED EASEMENT LOCATION

ORDINANCE NO. 2025-1896

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ("CITY"), YAVAPAI COUNTY, ARIZONA, AUTHORIZING ACCEPTANCE OF AN INGRESS & EGRESS EASEMENT FROM CLOUDSTONE PARTNERS, LLC FOR LEGAL ACCESS FOR A REQUIRED TURNAROUND CUL-DE-SAC, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID UNDERGROUND UTILITY EASEMENT

RECITALS:

WHEREAS, the City Council has determined that certain Ingress & Egress Easements are needed by the City, and acceptance of this Ingress & Egress Easement will be in the best interest of the health, safety and welfare of the City of Prescott.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby agrees the acceptance of this Ingress & Egress easement is needed by the City of Prescott, and acceptance of same is in order and in the best interest of the City.

SECTION 2. THAT the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing abandonment of said utility easement.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL
City Clerk

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2025-1896 is a true, correct and accurate copy of Ordinance No. 2025-1896 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2025, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2025.

Seal

City Clerk

When recorded, mail to:
City of Prescott
PO Box
Prescott, AZ 86302

INGRESS\EGRESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to:

Cloudstone Partners, LLC
8485 E McDonald Dr. Pmb 377
Scottsdale, AZ 85250-6335

hereinafter referred to as GRANTOR, by CITY OF PRESCOTT (hereinafter referred to as GRANTEE), the receipt of which consideration is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer and convey unto the GRANTEE, its successors and assigns, an ingress\egress easement for vehicle turnaround over, under, across and through the land of the GRANTOR situated in Yavapai County, State of Arizona (said land being further described as follows):

(See Exhibit "A" attached hereto and made part hereof)

Together with appurtenant slope and drainage easements for construction and maintenance as depicted on Exhibit B attached hereto and made part hereof.

The consideration hereinabove recited shall constitute payment in full for any damage to the land of the GRANTOR, its successors and assigns, by reason of the construction of the structures or improvements associated with said Project. The GRANTEE covenants to maintain the easements and construction slopes in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns. The ingress\egress area described in Exhibit A hereto shall be constructed so as to direct drainage back to the easterly boundary of the easement area and drainage easement shown on Exhibit B attached hereto to protect the slope easement areas.

Exempt from Affidavit of Value pursuant to ARS §11-1134(A)(2)

The grant and other provisions of this Ingress\Egress Easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns. At GRANTOR'S sole discretion, GRANTOR may reconstruct and dedicate a roadway over the Easement Area tying into the dedicated roadway known as Raindagger Drive as depicted on the Final Subdivision Plat for Cliff Rose Unit 7, recorded April 20, 2004, in Book 5, Page 14, Maps and Plats, Official Records of Yavapai County, Arizona. Upon acceptance of the dedication of the reconstructed roadway the cul-de-sac easement areas outside of the dedicated roadway will be abandoned by GRANTEE to GRANTOR and GRANTEE will accept maintenance of the dedicated roadway.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this April 23 day of 2025.

CLOUDSTONE PARTNERS, LLC,
an Arizona limited liability company

By: Cesar A. Perez
Cesar A. Perez, Manager

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 23rd day of April, 2025, by Cesar Perez.
Print Name

Miriam Schneider
Notary Public

January 11, 2027
My Commission Expires



EXHIBIT A



EXHIBIT A CONT'D

DAVA & ASSOCIATES, INC. PLANNING • ENGINEERING • SURVEYING
310 E. Union Street, Prescott, AZ 86303 (928) 778-7587

A portion of Parcel No. 5 as recorded in Book 4309 of Official Records, Page 200 in the Yavapai County Recorder's Office, and being a portion of Section 22, Township 14 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the southeast corner of Section 22 as identified by a United States General Land Office brass cap stamped "22-23 26 27";

thence, along the east line of Section 22, also being the west line of Cliff Rose-Unit 7 as shown on the final subdivision plat recorded in Book 50 of Maps and Plats, Page 14 in the Yavapai County Recorder's Office, North 01°16'00" West, 253.01 feet to the westerly termination of the southerly right-of-way line of Raindagger Drive as shown on the plat of Cliff Rose-Unit 7, and to the **POINT OF BEGINNING**.

Thence, departing the east line of Section 22 and along a non-tangent curve to the left, a chord bearing of South 51°18'33" West, a chord length of 37.99 feet, a radius of 35.00 feet, a central angle of 85°44'32", and an arc length of 40.16 feet;

thence, along a curve to the right, a chord bearing of North 36°43'11" West, a chord length of 84.02 feet, a radius of 50.00 feet, a central angle of 245°41'03", and an arc length of 214.40 feet to a point on the westerly prolongation of the northerly right-of-way line of said Raindagger Drive;

thence, along the westerly prolongation of Raindagger Drive, North 84°07'21" East, **81.53** feet to the east line of Section 22 and to the westerly termination of the northerly right-of-way line of Raindagger Drive;

thence, departing the westerly prolongation of Raindagger Drive and along the east line of Section 22, also being the west line of Cliff Rose-Unit 7, South 01°16'00" East, 80.16 feet to the **POINT OF BEGINNING**.

This description yields 9,989 square feet.

I certify that I, Robert L. Kinsey, am a Registered Land Surveyor in the State of Arizona, that this description was prepared under my direction and contains adequate information to allow retracement thereof.



Expires 9/30/2025

K:\152\acadu\7\word\Desc-Empe-Cloud.Dwg.docx

19 February 2025

Pg. 1 of 1

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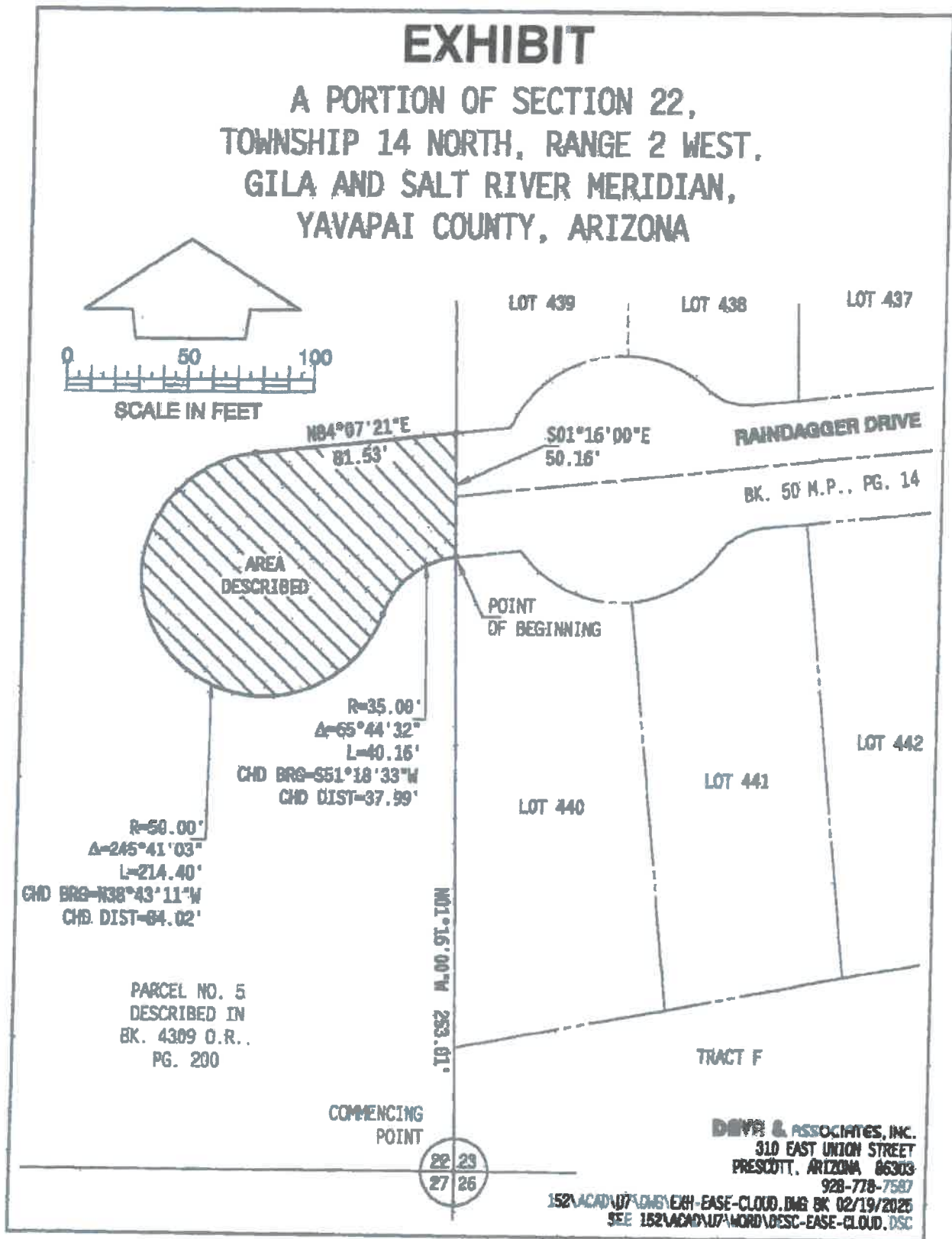
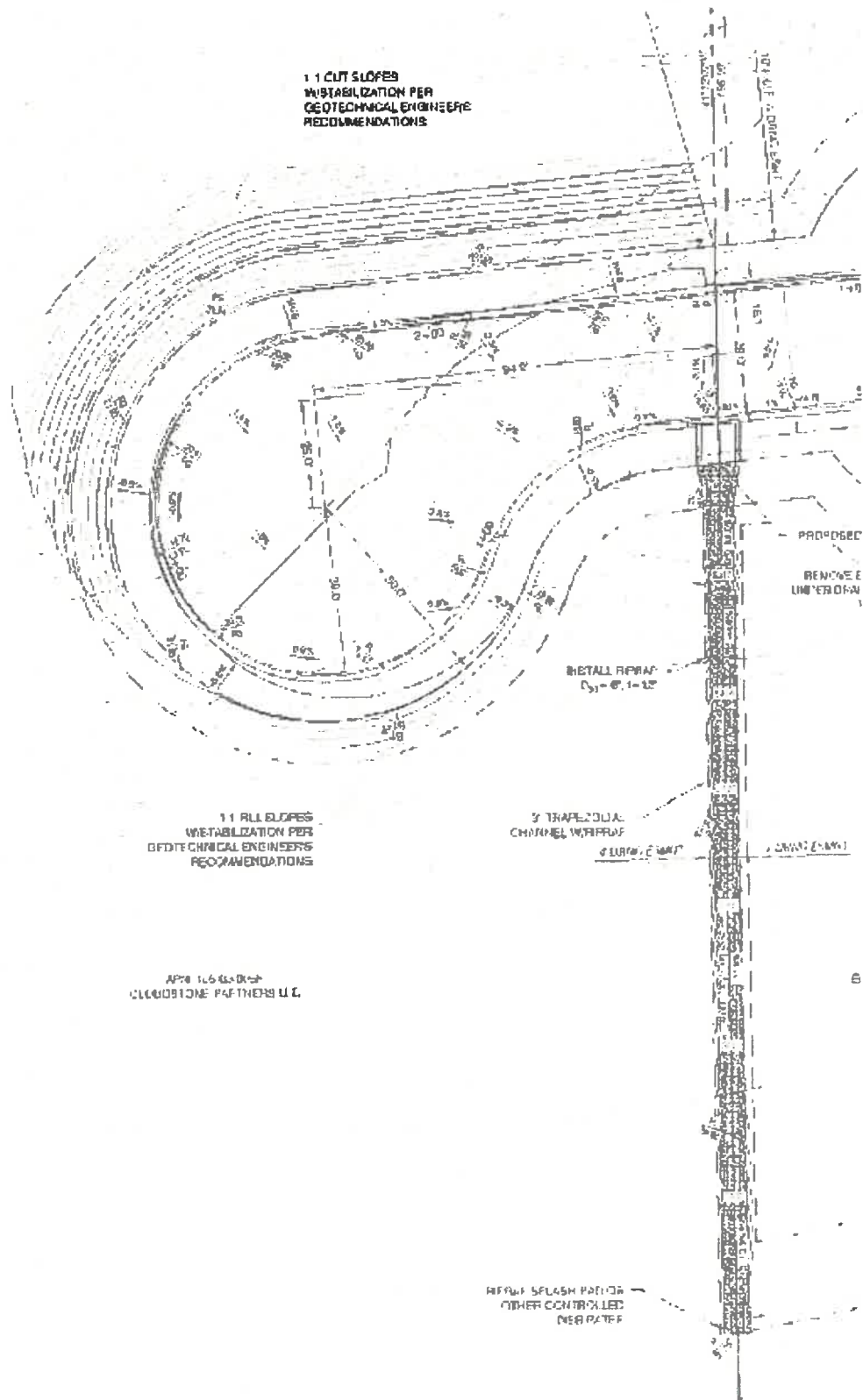


EXHIBIT B



EXHIBIT B CONT'D



[Handwritten signature]

DAVA & ASSOCIATES, INC. PLANNING • ENGINEERING • SURVEYING
310 E. Union Street, Prescott, AZ 86303 (928) 778-7587

A portion of Parcel No. 5 as recorded in Book 4309 of Official Records, Page 200 in the Yavapai County Recorder's Office, and being a portion of Section 22, Township 14 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the southeast corner of Section 22 as identified by a United States General Land Office brass cap stamped "22 23 26 27";

thence, along the south line of Parcel No. 5, also being the south line of Section 22, South $89^{\circ}37'36''$ West, 4.00 feet to a line 4.00 feet westerly of and parallel with the east line of Section 22;

thence, along the line 4.00 feet westerly of and parallel with the east line of Section 22, North $01^{\circ}16'00''$ West, 252.62 feet to the westerly prolongation of the southerly right-of-way line of Raindagger Drive as shown on the final subdivision plat of Cliff Rose-Unit 7 recorded in Book 50 of Maps and Plats, Page 14 in the Yavapai County Recorder's Office;

thence, along the westerly prolongation of the southerly right-of-way line of Raindagger Drive, North $84^{\circ}02'28''$ East, 4.01 feet to the westerly termination of the southerly right-of-way line of Raindagger Drive;

thence, along the east line of Section 22, South $01^{\circ}16'00''$ East, 253.01 feet to the **POINT OF BEGINNING**.

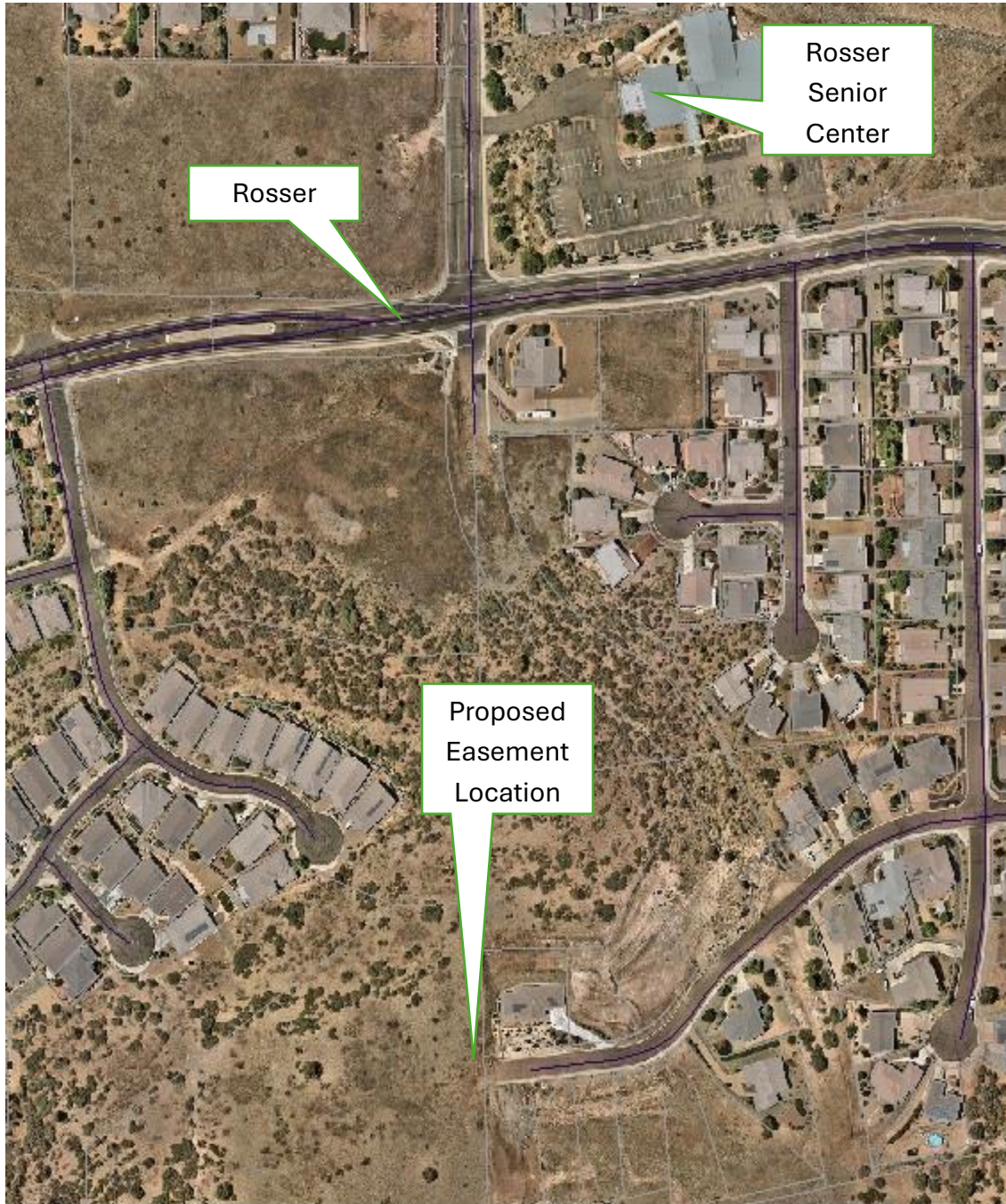
This description yields 1,011 square feet.

I certify that I, Robert L. Kinsey, am a Registered Land Surveyor in the State of Arizona, that this description was prepared under my direction and contains adequate information to allow retracement thereof.



Expires 9/30/2025

PROPOSED EASEMENT LOCATION





TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Recreation Services
ITEM #: 10.C
SUBJECT: Adoption of Ordinance No. 2025-1912, Approving City Contract No. 2026-114 Between the City of Prescott and OJB FC, an Arizona 501 (c)3 Non-Profit for Improvements To & Use of Ken Lindley Field.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A LEASE AGREEMENT (CITY CONTRACT NO. 2026-114) WITH OJB FC FOR LEASING THE ATHLETIC FIELD AND CERTAIN IMPROVEMENTS AT KEN LINDLEY PARK

ITEM SUMMARY

This item is for the adoption of Ordinance No. 2025-1912, approving a Lease Agreement between the City of Prescott and OJB FC for improvements to and use of Ken Lindley Field.

BACKGROUND

In August 2025, Glenn Dautolo, President of OJB FC, an Arizona Prescott-based 501(c)(3) non-profit youth soccer organization, submitted a proposal to the Recreation Services Department to convert the existing natural grass field at Ken Lindley Park to a high-quality, FIFA-rated synthetic turf field.

The proposal includes:

- A **\$2.5 million donation** to the City of Prescott, consisting of facility upgrades and improvements.
- Installation of a **synthetic turf field**, upgraded **lighting to meet FIFA standards**, and **renovation of interior restroom/locker room facilities**.
- **Naming rights**, with the field proposed to be named *Michael Pantalone Field*, similar to the existing *Michael Fann Community Skatepark* at Ken Lindley Park (which will require a separate Council action)
- A commitment by OJB FC to fund a **full turf replacement in approximately 10 years**, aligning with the expected useful life of the turf system.

The proposal also requests a **25-year lease agreement** with the Recreation Services Department, granting OJB FC exclusive scheduling rights to the field at no additional cost. Based on the \$2.5 million contribution, this equates to an average annual investment of approximately \$100,000 over the 25-year period.

Current Ken Lindley Field Usage (Past Two Years):

- **Soccer and Football:**
 - OJB FC
 - AYSO
 - Gridiron Football
 - Yavapai College
 - Phoenix Rising (disbanded)

- FC AZ / RSL Royals (disbanded)
- **Other Uses:**
 - City Moonlight Movies
 - Day-use rentals (3–4 per year)

This conversion would consolidate OJB FC play to primarily Ken Lindley field. This would provide additional capacity for other non-soccer sports field access. Further, the "other" uses can easily be moved to other recreation fields and/or parks.

Water use (Two-Year Average):

The past two-year average water usage at Ken Lindley field is 2,579,500 gallons of potable water annually. The proposed conversion is anticipated to reduce water usage by approximately **95%**.

FINANCIAL IMPACT

OJB FC will contribute up to \$2.5 million in facility upgrades and improvements by designing, constructing and funding the improvements directly, rather than through a monetary contribution. Under the agreement, OJB FC will oversee all facility use. For tournaments, rentals, and other special field-related events, the parties agree to a 75/25 revenue split, with 75% to OJB FC and 25% to the City. The City will experience a water savings of approximately 2 million gallons a year (approximately \$24,000) annually.

RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2025-1912

ATTACHMENTS

1. Ordinance No. 2025-1912
2. City Contract No. 2026-114
3. Attachment A Ken Lindley Park Image

ORDINANCE NO. 2025-1912

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A LEASE AGREEMENT (CITY CONTRACT NO. 2026-114) WITH OJB FC FOR LEASING THE ATHLETIC FIELD AND CERTAIN IMPROVEMENTS AT KEN LINDLEY PARK

RECITALS:

WHEREAS, the City of Prescott ("City") is the owner of certain real property and improvements located at the City of Prescott's Ken Lindley Park; and,

WHEREAS, the City desires to enter into a Lease Agreement with OJB FC to rent the athletic field and certain improvements at Ken Lindley Park to create a FIFA certified turf soccer field; and,

WHEREAS, the City of Prescott Charter provisions have been followed regarding the leasing of City property; and,

WHEREAS, it is in the best interests of the City to enter into a Lease Agreement with OJB FC.

ENACTMENTS:

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

Section 1. THAT, the City Council hereby approves Lease Agreement with OJB FC (City Contract No. 2025-1912).

Section 2. THAT, the Mayor and staff are hereby authorized to execute the Lease and take any and all actions necessary to effectuate the terms of the Lease.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 23rd day Of September, 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL
City Clerk

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2025-1912 is a true, correct and accurate copy of Ordinance No. 2025-1912, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2025, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2025.

Seal

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”), dated this ____ day of _____ 2025 (“Effective Date”), is made and entered into by and between the **City of Prescott**, an Arizona municipal corporation (“Lessor” and/or “City”), and OJB FC, a 501(c)(3), an Arizona non-profit corporation (“Lessee”), or jointly the “Parties.”

WITNESSETH:

WHEREAS, the Parties desire to enter into a Leasehold Agreement for the purpose of creating a Federation Internationale de Football Association (“FIFA”) **quality** artificial turf soccer field, along with multiple amenity improvements, at the City-Owned Ken Lindley Field; and,

WHEREAS, OJB FC is willing to invest approximately \$2,500,000.00 in improvement on this City-owned property; and,

WHEREAS, it is in the best interests of the City to enter into this Lease Agreement with OJB FC.

NOW, THEREFORE, for and in consideration of the mutual benefits to be gained by the performance hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee do hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated into this Lease Agreement.
2. **Term.** The term of this Lease Agreement shall be twenty-five (25) years beginning of the date of Prescott City Council approval.
3. **Premises Being Leased.** Lessor, in consideration of the covenants and agreements herein undertaken to be kept and performed by Lessee, does hereby lease to Lessee the Premises, subject to all existing easements and encumbrances, as more fully described in Exhibit A, and all its appurtenances, buildings, fixtures, and improvements now and hereafter erected thereon by Lessee, except the following and their appurtenances, which shall remain in Lessor’s ownership and possession commonly referred to as the existing athletic field and associated facilities located at the Ken Lindley Sport Field (“Premises”).
4. **Rent.** Lessee shall pay Lessor, during the Term hereof, Rent in the amount of one dollar (\$1.00) for the initial Term upon execution of this Lease and one dollar (\$1.00) upon execution of this Lease Agreement. The Parties acknowledge that the consideration of this Lease Agreement shall include, but not necessarily be limited to: (1) \$2,500,000.00 in improvements by Lessor that will serve the recreation needs of the City, with said improvements reverting back to the City upon termination of this Lease Agreement and (2) revenue sharing contained in Paragraph 5, below.
5. **Revenue Sharing.** For tournaments, rentals and other special field-related events, the

parties agree to a seventy-five/twenty-five (75/25) revenue split, with seventy-five percent (75%) to OJB FC and twenty-five percent (25%) to the City.

6. **Possession and Use of Leased Premises.**

- (a) The Premises shall be used exclusively as a soccer-only facility to preserve FIFA-quality and warranty standards.
- (b) Subject to Section 6c, OJB FC shall have exclusive use of, and exclusive scheduling authority over, all soccer-related uses of the Premises.
- (c) Yavapai College may be granted priority academic-year usage (training before 4:00 p.m. weekdays and matches as scheduled), but may not displace OJB FC during OJB FC's scheduled hours without OJB FC's written consent, provided at least fourteen (14) days in advance.

7. **Assignment or Subletting.** Lessee shall not assign this Lease or any interest herein and shall not sublease the Premises or any part thereof without the prior written consent of Lessor.

8. **Lessee Responsibilities.**

(a) Capital Improvements:

- (i) OJB FC shall design, construct, and fund a FIFA-quality artificial turf soccer field and refurbish locker rooms and associated amenities, at no cost to the City.
- (ii) OJB FC's investment shall total up to \$2.5 million.
- (iii) Any and all improvements during the duration of the Agreement must be approved by the Recreation Services Director (or designee) prior to any work being undertaken.

(b) Field Replacement:

- (i) OJB FC shall replace the artificial turf once during the lease term, between years ten (10) and twelve (12).
- (ii) The City shall provide inspections consistent with installer recommendations.
- (iii) The field shall be rolled weekly by the City using a tractor purchased and donated by OJB FC.

(c) Operations and Maintenance:

- (i) OJB FC shall assume full responsibility for day-to-day field setup, maintenance, and upkeep of the leased premises.
- (ii) The City shall maintain responsibility for rolling the field and maintaining common-area infrastructure, including restrooms, locker rooms, press box, stadium seating, trash receptacles, and other shared facilities.

9. **Utilities and Lighting.**

- (a) OJB FC shall pay one hundred percent (100%) of utility and lighting costs during its usage times.
- (b) Other users shall be responsible for their own utility and lighting costs.

10. **Signage and Branding.**

- (a) The park shall remain named Ken Lindley Park.
- (b) If approved by the City, through a separate City Council action, the athletic field will be named the “Michael Pantalone Field”. This designation will remain for the term of this Agreement.
- (c) OJB FC may install prominent branding and logos, including on sidelines, scoreboards, and marketing materials, subject to City approval of design and placement.
- (c) OJB FC shall retain one hundred percent (100%) of any advertising revenue generated at the field.

11. **Community Programming.**

OJB FC shall collaborate with the City and Yavapai College to promote year-round community use, including free or subsidized access for local youth programs, consistent with OJB FC’s mission.

12. **City Responsibilities.**

- (a) Ownership: Land and facilities remain the property of the City.
- (b) Rolling and Inspections: The City shall conduct weekly rolling of the turf and periodic inspections per manufacturer/installer requirements.
- (c) Common-Area Maintenance: The City shall maintain restrooms, locker rooms, press box, stadium seating, trash receptacles, and other shared facilities.

13. **Additional Financial Terms.**

(a) OJB FC shall not pay a field use fee.

(b) OJB FC shall pay for lighting and utility costs during its usage.

The City shall retain twenty-five percent (25%) of event revenues pursuant to Paragraph 5 of this Lease Agreement.

14. **Liens and Encumbrances.** Lessee agrees to keep the Premises free from any lien created by or due to Lessee's acts or omissions. Lessee agrees to indemnify and hold harmless Lessor from and against any such lien or claims of lien. Lessee shall have no power to do any act or to make any contract that may create lien or encumbrance or be the foundation for any lien upon the Premises.

16. **Insurance.** Lessee shall always during the Term of this Lease Agreement maintain Commercial General Liability Policy of Insurance with limits of at least \$1,000,000 per occurrence and an annual aggregate limit of at least \$2,000,000, and naming Lessor as an additional insured, including, but not limited to, injury or death of any person in connection with the use, operation or condition of the Premises. Lessee shall furnish Lessor with a copy of such policy or policies, necessary endorsements amending the policy or policies and/or a Certificate(s) of Insurance by the insurer. The insurance limits may be increased from time to time as required to reflect current City requirements.

17. **Lessee to Comply with all Laws.** Lessee covenants and agrees that it will comply with all valid laws, ordinances, rules, and regulations of Lessor, the state of Arizona, and county in which the Premises are located, and of the United States, and any governmental authority having jurisdiction over the Premises, applicable to the occupancy or use of the Premises, excluding any law, ordinance, rule or regulation requiring structural improvements to the Leased Premises and any improvements to the Premises.

15. **Non-Discrimination Policy.** Lessee will not discriminate on the grounds of race, color, national origin, religion, sex, disability, or familial status in the selection and retention of contractors, including procurement of materials and leases of equipment, nor with respect to making the facilities subject to this agreement available to the public. Lessee will not participate either directly or indirectly in discrimination prohibited by or under 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 1975, the Age Discrimination Act of 1975, the Americans with Disability Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

16. **Conflict of Interest Cancellation.** Pursuant to A.R.S. Section 38-511, Lessor 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 Lessor 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 consultant to any other party of the agreement with respect to the subject matter of the agreement. In the event of the foregoing, Lessor 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 Lessor from any other party to the agreement arising as a result of this agreement.

17. **Non-existence of Agency.** It is expressly agreed and understood by and between the parties that as a result of this agreement that neither the Lessee, nor its agents nor employees, shall become a City employee, and are not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled. Lessee further agrees 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 office 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. There shall be no third-party beneficiaries to this Lease Agreement.

18. **No Warranties.** Lessee shall accept the Premises and improvements in its existing condition. No representations, statements, or warranties, express or implied, have been made by or on behalf of the Lessor as to the condition thereof.

19. **Quiet Possession.** Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and performing all the covenants and conditions of this Lease Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises, for the Term provided herein, subject to the otherwise applicable terms of this Lease. Such possession is subject to Lessor's right of reasonable inspection of the Premises upon forty-eight (48) hours' notice to the Lessee, unless an emergency exists, whereupon immediate inspection is required.

20. **Compliance and Default.** Lessee shall comply with the requirements of this Lease. Unless cured within thirty (30) days of written notice from Lessor, the following shall be deemed an event of material breach and default by Lessee:

- a. Lessee fails to pay Rent;
- b. Lessee abandons the Premises or this Lease;
- c. Lessee is the subject of voluntary or involuntary bankruptcy, insolvency, assignment for the benefit of creditors, appointment of a receiver, or similar proceeding;
- d. Lessee fails to maintain the field, Lessee fails to replace the turf, Lessee fails to maintain required insurance; Lessee fails to pay its contractually agreed to utility bills.

In the event of default, Lessor shall have the right at its election to pursue its remedies against Lessee. Upon Lessor becoming entitled to pursue its remedies against Lessee, Lessor may exercise any remedies available to it under the law, including termination of this Lease and retaking possession of the Premises. No waiver by Lessor of any default or breach of any covenant, condition, or stipulation contained in this Lease shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation of this Lease.

21. **Notices.** Whenever, in the provisions of this Lease, notice is required to be given by either party herein, it shall not be construed to require personal notice, but notice may be given in writing and addressed to such other party and sent to the respective address below.

Notice to Lessor shall be sent to:

Prescott City Manager
201 N. Montezuma Street
Prescott, AZ 86301

With copies to:

Prescott City Attorney
201 N. Montezuma Street
Prescott, AZ 86301

Prescott City Clerk
201 N. Montezuma Street
Prescott, AZ 86301

Prescott Recreation Services Department
824 East Gurley Street
Prescott, AZ 86301

Notice to Lessee shall be sent to:

OJB FC
1720 West Pasa Tiempo Lane
Prescott, AZ 86305

or at such other place as Lessor or Lessee may otherwise in writing require.

22. **Modification or Alteration of Lease.** No modification of the provisions, covenants, conditions, and terms of this Lease shall become effective or take precedence unless such modifications are covered by a written agreement, signed by both the Lessor and Lessee, and made a supplement of this Lease.

23. **Severability.** No provision of this Lease in violation of any law or ordinance shall invalidate this Lease, and any such provision shall be deemed stricken from this Lease and all remaining portions of this Lease shall remain in full force and effect.

24. **Rights of Successors in Interest.** This Lease, including all terms, conditions, and covenants, shall be binding upon and shall inure to the benefit of each of the Parties hereto, their successors, assigns, and legal representatives, the same as if such words had been inserted following the names of Lessor and Lessee, respectively.

25. **Governing Laws.** This Lease shall be governed, construed, and enforced under the laws of the State of Arizona.

26. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original.

27. **Venue.** Lessor and Lessee agree that the exclusive venue for any actions or litigation related to this Lease shall be in the appropriate court in Yavapai County, Arizona.

28. **Reversion.** Upon termination, all improvements made by OJB FC shall become the property of the City at no cost.

29. **Indemnity.** Lessee shall assume all risks incident to the use of the premises and shall, to the fullest extent allowed by law, indemnify, defend and hold harmless, the Lessor, its officers, officials, employees, volunteers, agents and representatives, against any loss, damage, or expenses resulting from personal injury or damage to, or loss of property caused in any manner by Lessee, its customers, agents, officials, employees, volunteers, guests or invitees, and against any loss, damage or expense resulting from Lessee's use of the leased premises.

30. **Attorneys' Fees.** In the event of any litigation or other proceeding concerning this Agreement, each party to bear their own attorneys' fees regardless of any statutes, court rules or common law to the contrary.

31. **Non-Subordination.** Other than that contained in this Lease Agreement, the interest of Lessor in the real property, facility or this Lease Agreement shall never be subordinated to any other interest.

32. **Modification.** This License Agreement contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing, signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above ("Effective Date").

Lessor

City of Prescott, Arizona
An Arizona municipal corporation

By: PHILIP R. GOODE, Mayor

Date:

ATTEST:

Sarah M. Thornhill, City Clerk

APPROVED AS TO FORM:

Joseph D. Young, City Attorney

Lessee
**OJB FC, a 501c3 Non-Profit Organization based
in Arizona**

By: Glenn R. Daiutolo, President

Date:

Ken Lindley Park
702 E. Gurley St.
Prescott, AZ 86301





TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Airport
ITEM #: 11.A
SUBJECT: Approval of Grant Applications for Six (6) Arizona Department of Transportation (ADOT) Grants and Acceptance of Funds as Follows: 1.) Bypass Taxiway & Unleaded Fuel Study in the Amount of \$6,395.00; 2.) Land Acquisition Phase One (1) in the Amount of \$78,947.36; 3.) Hangar Development Phase One (1) in the Amount of \$43,750.00; 4.) Taxiway F Realignment in the Amount of \$10,241.97; 5.) Runway 12-30 Electrical Improvements in the Amount of \$22,528.71; and 6.) Land Acquisition Phase Two (2) in the Amount of \$28,947.37.

ITEM SUMMARY

This item is for the approval of applications and acceptance of grant funds for six (6) Arizona Department of Transportation (ADOT) matching grants for upcoming and current projects at Prescott Regional Airport—Ernest A. Love Field. The ADOT match of Federal Aviation Administration (FAA) grant #3-04-0030-055-2024, received in September 2024, is for ongoing planning work regarding a dual-lane taxiway and unleaded fuel study. The ADOT match of FAA grant #3-04-0030-056-2025 is for Land Acquisition Phase 1, a congressionally-directed spending allocation associated with the North Deep Well Ranch parcel purchased by the City. The ADOT match of FAA grant #3-04-0030-057-2025 is associated with Hangar Development Phase 1, which will be for the design and construction of four (4) new hangars to be identified as row “A”. The ADOT match of FAA grant #3-04-0030-058-2025 is associated with the design of Taxiway F Realignment. The ADOT match of FAA grant #3-04-0030-059-2025 is for Runway 12-30 Electrical Improvements, and includes design, environmental and construction. The ADOT match of FAA grant #3-04-0030-060-2025 is for Land Acquisition Phase 2, reimbursement of a portion of the South Deep Well Ranch parcel approved by City Council for purchase on May 27, 2025; the Airport will be seeking ADOT funds in Fiscal Year 2027 for additional reimbursement of this parcel.

BACKGROUND

The Arizona Department of Transportation (ADOT) assists the state's airports with funding for planning, design and construction projects. The planning, design and construction detailed above in the Item Summary section, at Prescott Regional Airport – Ernest A. Love Field this year, total \$7,632,405.84. The FAA reimburses up to 95% of eligible and planned project costs; their participation totals \$7,250,786.00. The Arizona Department of Transportation (ADOT) reimburses 2.5% of the local match, which totals \$190,810.14. The City will, therefore, be responsible for the remaining match of 2.5%, which totals \$190,810.14.

FINANCIAL IMPACT

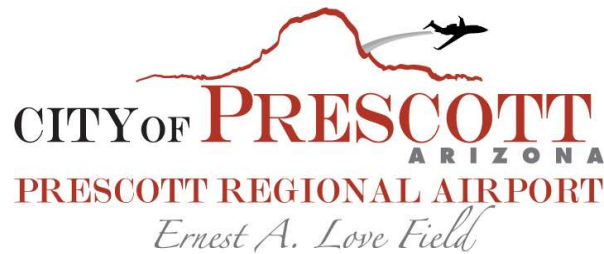
Funds were budgeted and are available within the Airport Fund, which may be supported by the General Fund.

RECOMMENDED ACTION

MOVE to approve six (6) ADOT Grant Applications for match of FAA Grants

ATTACHMENTS

1. ADOT Match Hangar Dvel. Ph. 1
2. ADOT Match Land Acq. Ph. 1
3. ADOT Match Land Acq. Ph. 2
4. ADOT Match RWY 12-30 Electrical
5. ADOT Match Twy Bypass
6. ADOT Match TWY F Relo.
7. ADOT Grant Loctions



August 25, 2025

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-057-2025 for Phase 1 of Hangar Development**. The project name in the **ACIP** is **"Hangar Development – Phase 1 (Environmental, Design, Construction & Wash Rack"**. This grant was funded by the Infrastructure **Investment and Jobs Act (IIJA)**.

The total cost of this project is \$1,750,000.00. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	\$1,750,000.00
FAA Grant 3-04-0030-053-2022 (95%)	\$1,662,500.00
Federal State Match (2.5%)	\$ 43,750.00
Local (City of Prescott) Match (2.5%)	\$ 43,750.00

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Services Manager

CC:

Richard Crider, AAE, Airport Director
City of Prescott, Finance Department



August 25, 2025

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-056-2025 for Phase 1 of land acquisition for airport protection**. The project name in the ACIP is "Land Acquisition Phase 1 – RW 12-30 Protection". This grant was funded with **Discretionary Funds**.

The total cost of this project is \$3,157,894.73. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	\$3,157,894.74
FAA Grant 3-04-0030-053-2022 (95%)	\$3,000,000.00
Federal State Match (2.5%)	\$ 78,947.36
Local (City of Prescott) Match (2.5%)	\$ 78,947.36

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Services Manager

CC:

Richard Crider, AAE, Airport Director
City of Prescott, Finance Department



August 25, 2025

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-060-2025 for Phase 2 of land acquisition for airport protection**. The project name in the ACIP is **"Land Acquisition Phase 2 – RW 3R-21L Protection"**. This grant was funded with **Discretionary Funds**.

The total cost of this project is \$1,157,894.74. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	\$1,157,894.74
FAA Grant 3-04-0030-053-2022 (95%)	\$1,100,000.00
Federal State Match (2.5%)	\$ 28,947.37
Local (City of Prescott) Match (2.5%)	\$ 28,947.37

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Services Manager

CC:

Richard Crider, AAE, Airport Director
City of Prescott, Finance Department



August 25, 2025

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-059-2025 for Runway 12-30 Lighting/Electrical**. The project name in the ACIP is "**RW 12-30 – Electrical Improvements (Environmental, Design & Construction)**". This grant was funded with **Primary Entitlements**.

The total cost of this project is \$901,148.42. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

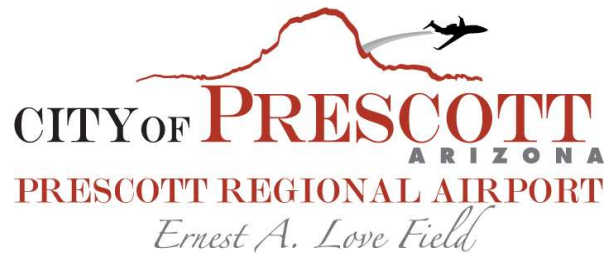
Total Project Amount	\$901,148.42
FAA Grant 3-04-0030-053-2022 (95%)	\$856,091.00
Federal State Match (2.5%)	\$ 22,528.71
Local (City of Prescott) Match (2.5%)	\$ 22,528.71

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Services Manager

CC:
Richard Crider, AAE, Airport Director
City of Prescott, Finance Department



June 12, 2025

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-055-2024 for development of new pavement plan/conduct pavement study**. The project name in the ACIP is "Dual Lane Taxiway and Bypass and Unleaded Fuel Infrastructure Study". This grant was funded with **Discretionary FAA Funds**.

The total cost of this project is \$255,789.00. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	\$255,789.00
FAA Grant 3-04-0030-053-2022 (95%)	\$243,000.00
Federal State Match (2.5%)	\$ 6,395.00
Local (City of Prescott) Match (2.5%)	\$ 6,395.00

The Dual Lane Taxiway, Bypass and Unleaded Fuel Infrastructure Study project is **Planning Only**.

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Services Manager

CC:
Richard Crider, AAE, Airport Director
City of Prescott, Finance Department

6630 Airport Ave.

www.flyprescott.com

928-777-1114

Prescott, AZ 86301

FAX 928-771-5861



August 25, 2025

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-058-2025 for Taxiway F Phase 1, Design**. The project name in the **ACIP** is **"TW F Realignment & TW D Reconstruction Between RW 12-30 & D3 (Design & Environmental)"**. This grant was funded with **Discretionary Funds**.

The total cost of this project is \$409,668.42. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	\$409,678.94
FAA Grant 3-04-0030-053-2022 (95%)	\$389,195.00
Federal State Match (2.5%)	\$ 10,241.97
Local (City of Prescott) Match (2.5%)	\$ 10,241.97

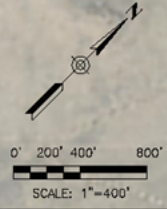
If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

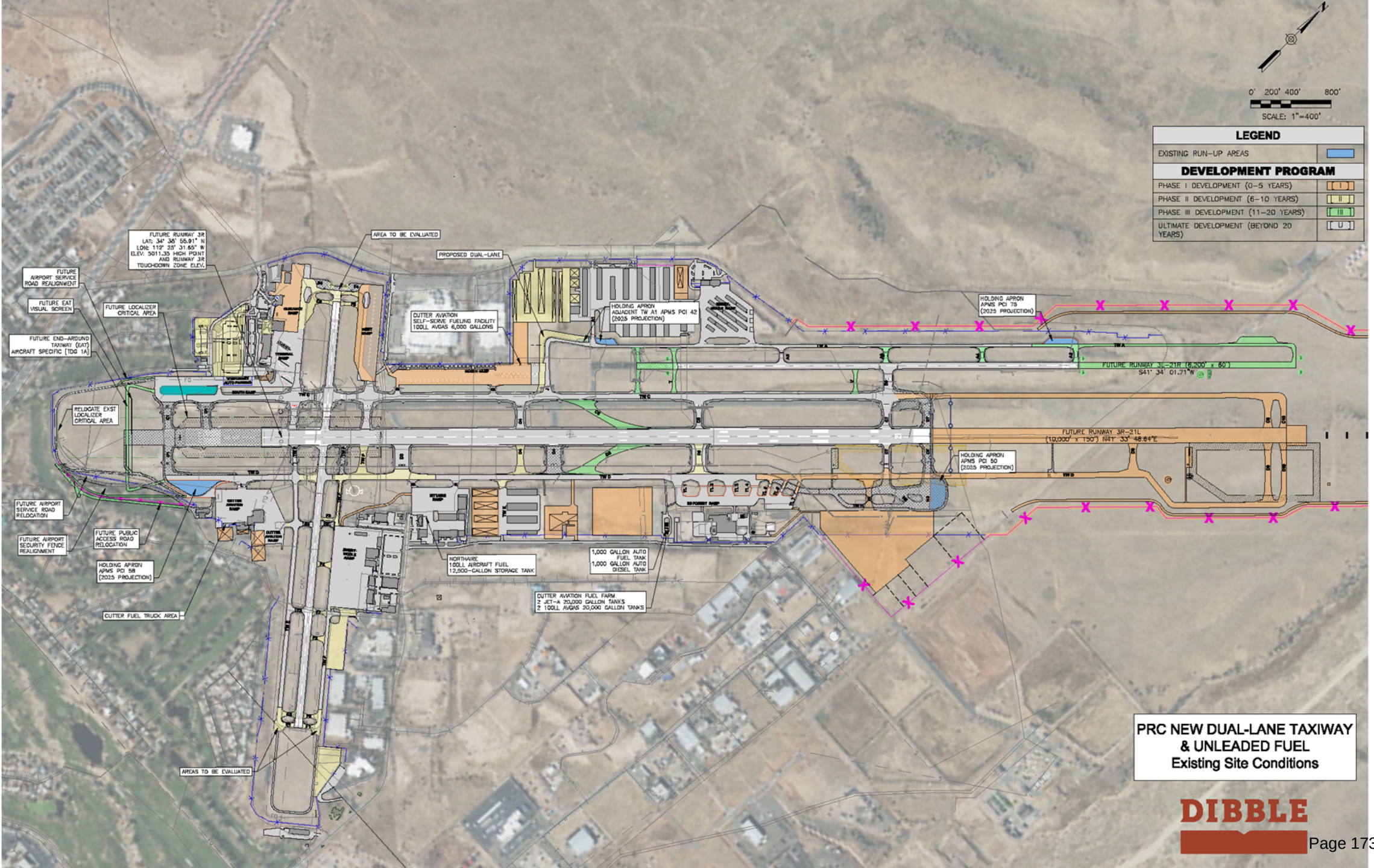
Christina Stapleton
Airport Services Manager, ACE

CC:

Richard Crider, AAE, Airport Director
City of Prescott, Finance Department

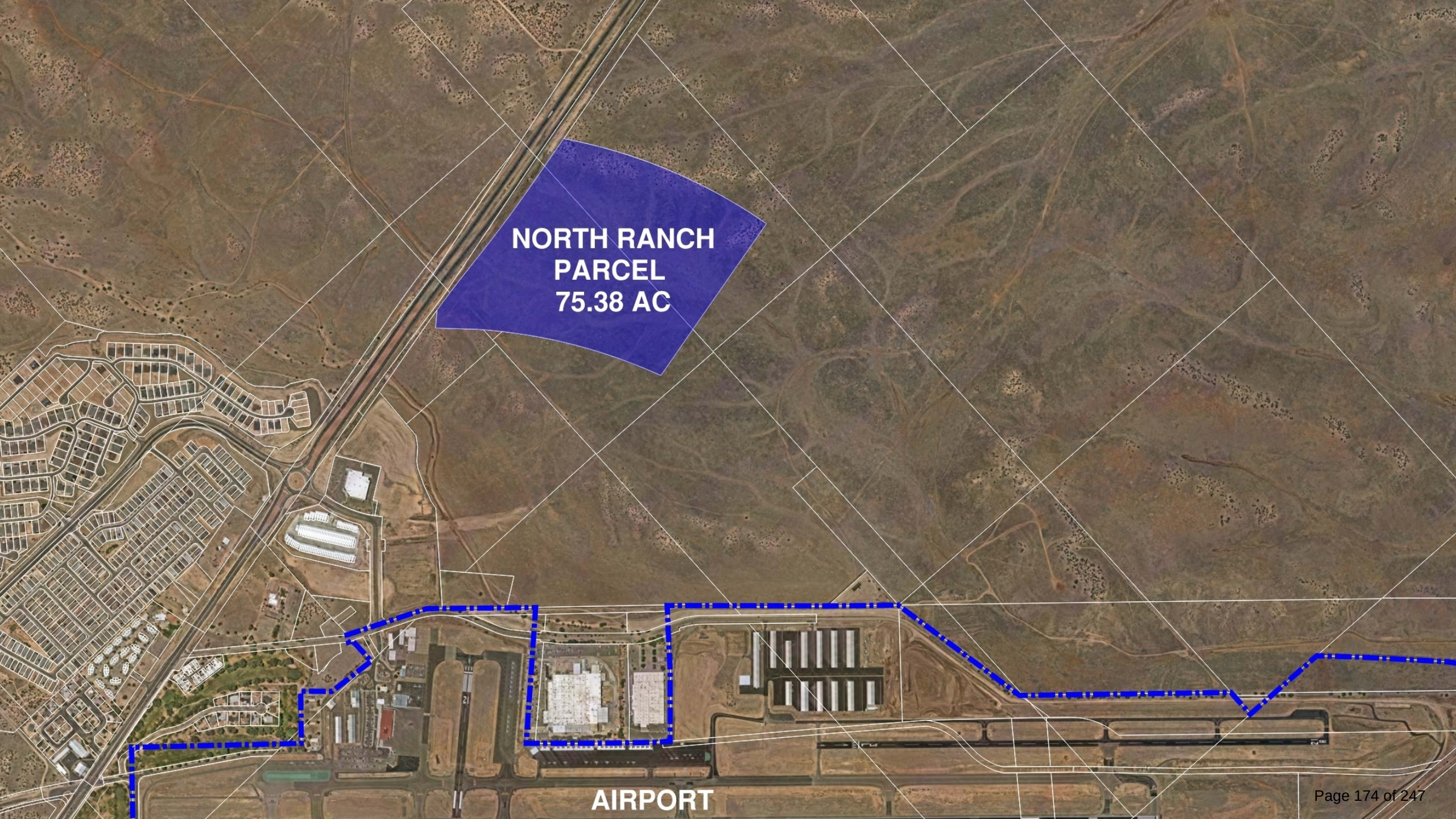


LEGEND	
EXISTING RUN-UP AREAS	
DEVELOPMENT PROGRAM	
PHASE I DEVELOPMENT (0-5 YEARS)	
PHASE II DEVELOPMENT (6-10 YEARS)	
PHASE III DEVELOPMENT (11-20 YEARS)	
ULTIMATE DEVELOPMENT (BEYOND 20 YEARS)	



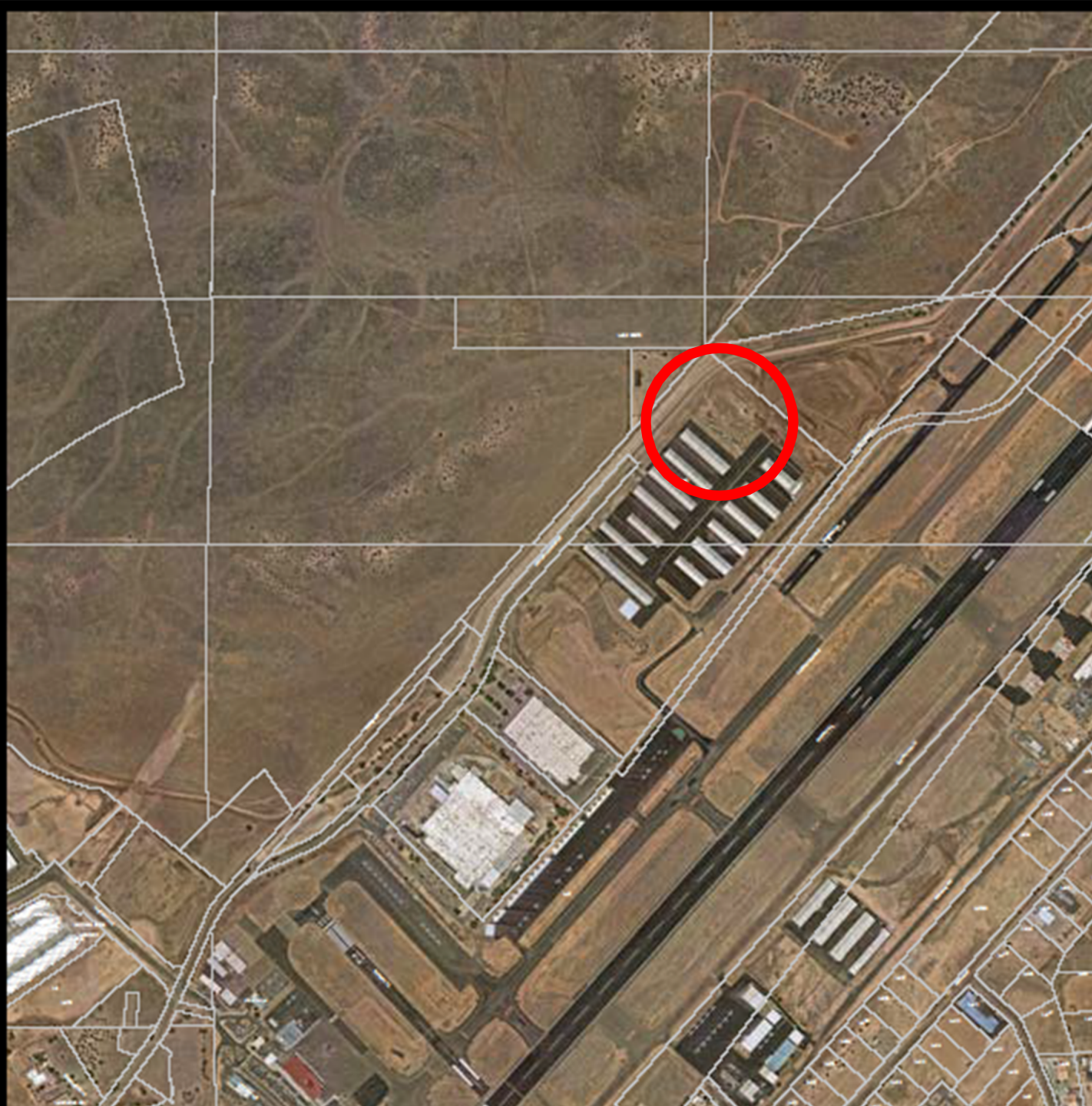
PRC NEW DUAL-LANE TAXIWAY
& UNLEADED FUEL
Existing Site Conditions





**NORTH RANCH
PARCEL
75.38 AC**

AIRPORT



RW '3R-21L'

RW '12-30'

TW 'F'

TW 'D3'

TW 'D'

TW 'M'

TW 'N'

TW 'F'

TW 'F3'

20.0'
TOD 3
SHOULDER
WIDTH

85.5'
ADG III
TOFA
58'
ADG III
TSA

ROFA
48'
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TSA
88'
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TOFA

10.0'
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WIDTH

80'
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121.5'
ADG VI
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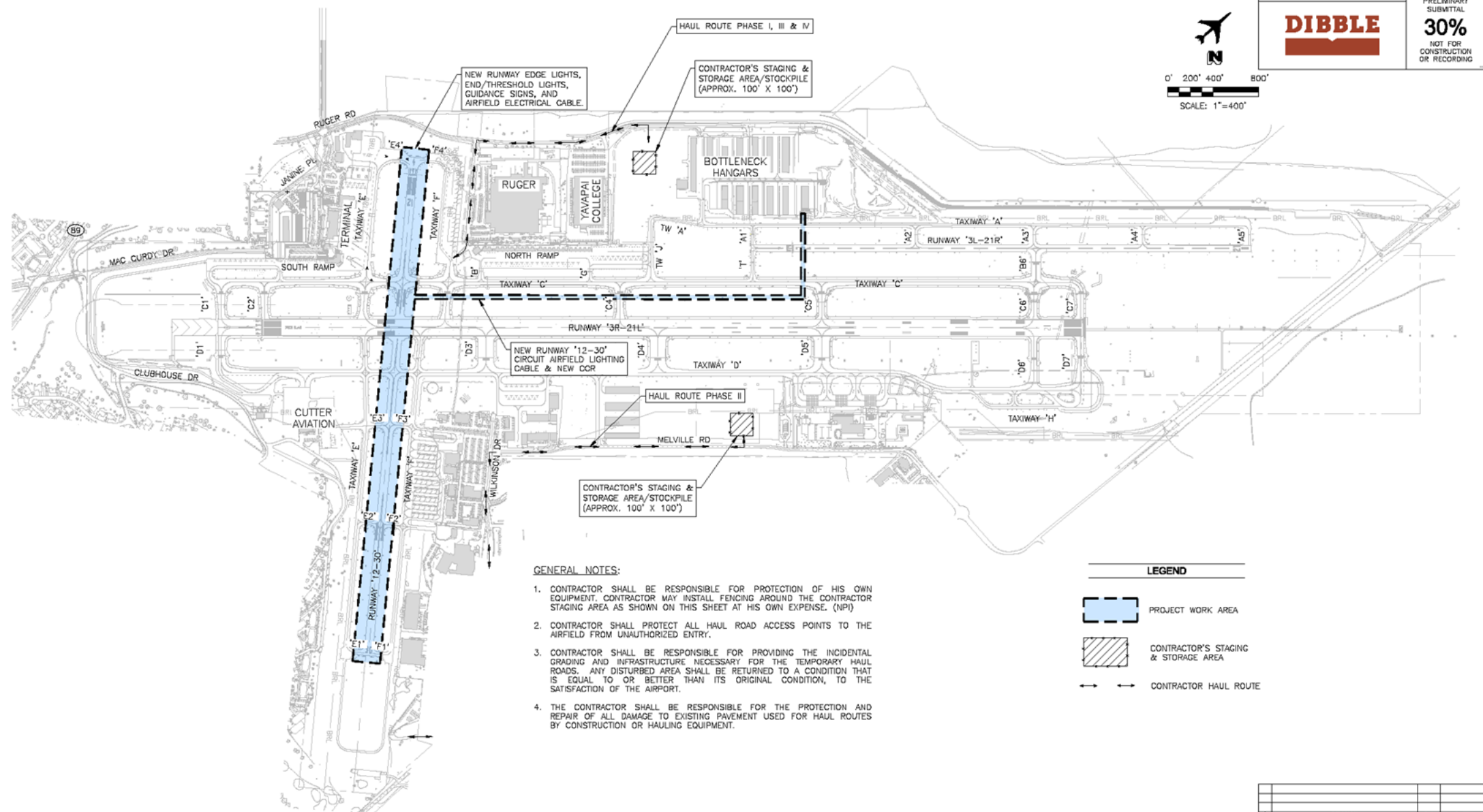
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VEHICLE SERVICE ROAD

EXISTING SEGMENTED
CIRCLE WIND CONE

EXISTING
ASOS

RAMP

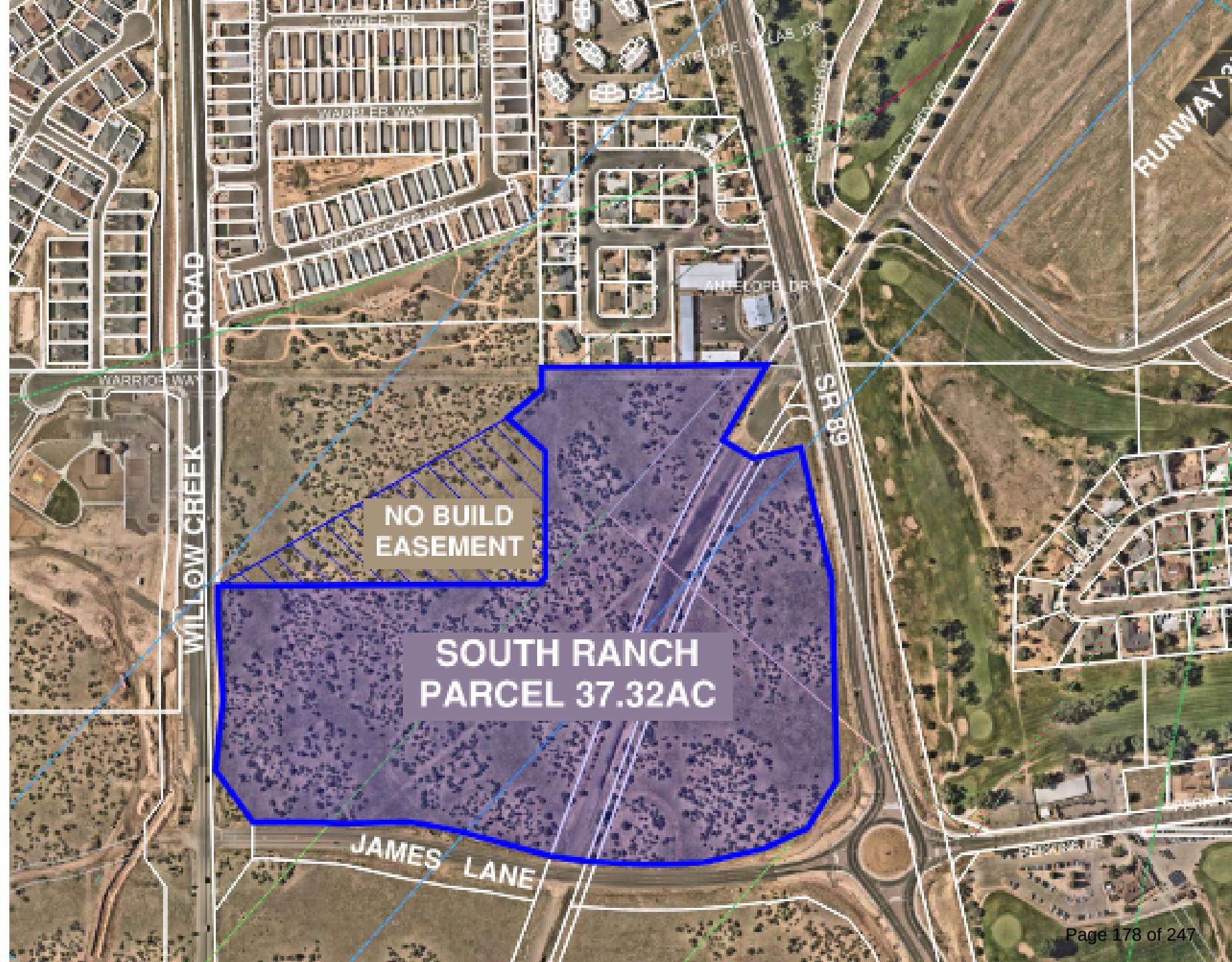


△	REVISION		BY		DATE
CITY OF PRESCOTT PRESCOTT REGIONAL AIRPORT					
PRC PROJECT NO 2024-066-15			DISABLE PROJECT NO 1023143-15		
PRC RW 12-30 ELECTRICAL IMPROVEMENTS					
AIRPORT & PROJECT SITE PLAN					
DWG: DSO	DES: VS	CK: DM	DRAWING		Page
DATE: 6/24	DATE: 6/24	DATE: 6/24			
SCALE: 1"=400'			G1.5	5 of 28	

***37.32 AC South
Deep Well Ranch
Parcel***

***Approved by
City Council May
27, 2025***

***Closed June 20,
2025***





TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: Airport
ITEM #: 11.B
SUBJECT: Approval of City Contract No. 1988-142D, an Amendment to City Contract No. 1988-142 with MH Properties, LLC (E2).

ITEM SUMMARY

This item is a recommendation to approve the 3rd Amendment to City Contract No. 1988-142 with MH Properties, LLC, reducing their leasehold square footage by 21,300 sf, which consists of an exclusive use ramp. After removing the ramp area as exclusive use, the 21,300 sf will become a common area ramp for tenants' shared use, and subject to common area maintenance fees paid by adjacent Lessees.

BACKGROUND

There is no separate fee or rate breakdown outlined in the original Lease or subsequent Lease Amendments that distinguishes a per square footage rate for ramp space or for the building itself. The flat annual rent amount of \$8,500 was simply stipulated at inception, with built-in increases. Regarding maintenance responsibilities for the ramp, there are no specifications or timelines regarding ramp repairs or overlays, and none have been accomplished. By incorporating this ramp into the common area philosophy used on adjacent parcels, the Airport will be allowed to include ramp rehabilitation of this area in an upcoming project with FAA Funding. Further, the Airport will be able to improve and maintain the ramp area comprehensively.

A common area fee was approved by City Council and applied to adjacent leaseholds, so this Amendment will allow for uniformity and consistent application to tenants that have businesses and operate from the Southwest Ramp. Similarly, this and other adjacent leaseholds share a common parking lot. The Council-approved rate of \$0.50 psf per year for exclusive-use hangar and office buildings will be charged to maintain the common-use aircraft ramp, and \$0.40 psf per year of exclusive-use hangar and office building space will be charged for shared automobile parking. MH Properties leases 5,978 sf in this case, which totals an additional \$448.35 per month, which will be added to their base rent for ongoing maintenance of the common areas.

FINANCIAL IMPACT

\$5,380.20 in new annual revenue for shared common areas associated with this specific Amendment.

RECOMMENDED ACTION

MOVE to approve City Contract 1988-142D

ATTACHMENTS

1. 1988-142D_E2_3rd Amenedment
2. MH Properties Powerpoint

1988-142D
THIRD AMENDMENT TO CITY CONTRACT #1988-142
AIRPORT FACILITY LEASE AGREEMENT
between
CITY OF PRESCOTT
AND
MH Properties, LLC

This Third Amendment to an Airport Facility Lease Agreement, effective as of this _____ day of _____, 2025, is made and entered into by and between the **CITY OF PRESCOTT**, a municipal corporation of the State of Arizona (the “**LESSOR**”) and **MH Properties, LLC, an Arizona Corporation** (the “**LESSEE**”), with reference to the following:

WHEREAS, the City of Prescott (the “**LESSOR**”) and Magnum Aero Corp. (the “**LESSEE**”), entered into an Airport Facility Lease Agreement dated January 12, 1989 (City Contract No. 1988-142) (also referred to herein as the “Original Airport Facility Lease Agreement”), and as amended by the First Amendment dated October 23, 1990 (City Contract No. 1988-142A), and as amended by Second Amendment dated December 19, 1995 (City Contract No. 1988-142B), and acknowledging that Sale and Assignment dated March 12, 2012, to MH Properties, LLC (City Contract No. 1988-142C), with respect to certain property located at Prescott Regional Airport – Ernest A. Love Field, Prescott, Arizona commonly known as E2 Hangar and Ramp; and,

WHEREAS, parties have agreed that the LESSEE will relinquish all exclusive ramp space; and,

WHEREAS, Exhibit “A”, no longer includes 23,498.3 square feet of Ramp Space commonly referred to as the E2 Ramp; and,

WHEREAS, it is in the mutual interest of the LESSEE and LESSOR to amend certain terms of the Agreement.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. THAT, Article 1, of the Second Amendment, “Leased Premises”, is deleted in its entirety and replaced with the following:

The “leased premises” or “Property” shall consist of that property located at 6587 Crystal Ln., on Airport grounds generally described as “E2” and more particularly described in Exhibit “A”. The attached Exhibit “A” shall replace and supersede that Exhibit “A” as attached to the Second Amendment to this Airport Facility Lease Agreement.

2. That, Article 3, of the Second Amendment, “Lease Payment” is hereby amended to include the following:

In Addition to the monthly Base Lease Fee, Lessee agrees to pay the following initial and recurring fees, which may be amended by City Council from time to time:

I. Shared Common Apron @ \$0.50 psf x 5,978 sf = \$249.08

II. Shared Parking @ \$0.40 psf x 5,978 sf = \$199.27

- 3. THAT, all other terms and conditions contained in the Airport Facility Lease Agreement, First Amendment and Second Amendment to the Airport Facility Lease Agreement, not otherwise modified by this Third Amendment shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date of formal approval by the Prescott City Council.

“LESSOR”

City of Prescott

By: _____
Philip R. Goode, Mayor

“LESSEE”

MH Properties, LLC

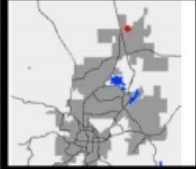
By: _____
John Stonecipher, President

ATTEST:

Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

Joseph D. Young, City Attorney



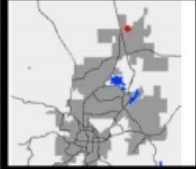
WEST RAMP TENANT AREAS

This map is a product of
The City of Prescott



0' 1" = 92'





WEST RAMP TENANT AREAS

This map is a product of
The City of Prescott

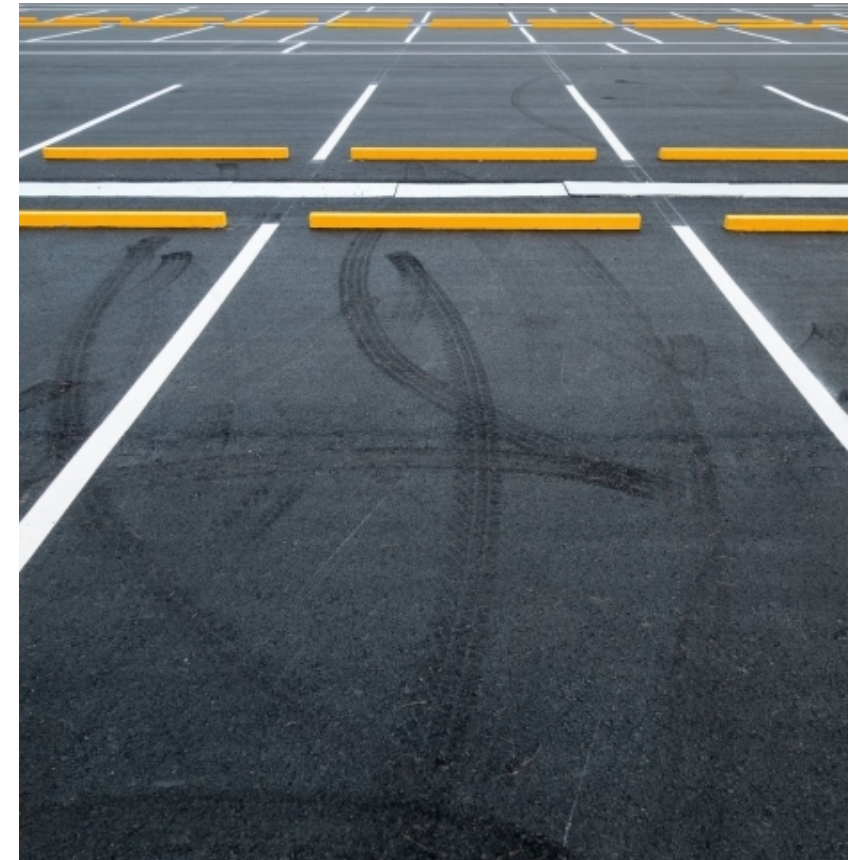


0' 1" = 92'



-
- Ramp: $\$0.50 \text{ psf} \times 5,978 \text{ sf} = \$2,989/\text{yr}$
 - Parking: $\$0.40 \text{ psf} \times 5,978 \text{ sf} = \$2,391.20/\text{yr}$
 - Total: $\$5,380.20$

- Lease Expiration: January 12, 2039





TO: MAYOR AND CITY COUNCIL
AGENDA: September 23 Voting Meeting
DATE: September 23, 2025
DEPT: City Manager
ITEM #: 11.C
SUBJECT: Approval of City Contract No. 2026-060 with GH2 Architects, LLC., to Create a Rodeo/Fairground Master Plan, in the Amount of \$145,559.00. Funding is Budgeted & Available in the FY26 General Fund Budget.

ITEM SUMMARY

This item is to approve City Contract No. 2026-060 with GH2 Architects, LLC. to create a Rodeo/Fairgrounds Master Plan in the amount of \$145,559.00. The location of the project is shown on the attached vicinity map, Exhibit A.

BACKGROUND

The Prescott Rodeo/Fairgrounds is located within the limits of the City of Prescott and bounded by Fair Street, Gail Gardner Way, Rodeo Drive, Fairgrounds Avenue and Schemmer Drive. The property is predominately bordered by long-time single-family residential neighborhoods on the south and east sides. The north and east sides are bordered predominately by regional businesses and retail. The Prescott Rodeo/Fairgrounds has a long and renowned history. The City of Prescott acquired the Prescott Rodeo/Fairgrounds from Yavapai County in June 2007. The property hosts the University of Arizona Cooperative Extension, the Auto Club, City of Prescott Offices, and, most notably, Prescott Frontier Days' (PFD) World's Oldest Rodeo. The rodeo has operated from this location since 1913 and is now an integral part of Prescott's identity and the economy that supports local business and government. Other events held at the Prescott Rodeo/Fairgrounds include the county fair, memorials, the Arizona Junior Rodeo, Toastmasters, and many more.

Due to the age of the facility and the lack of significant financial investment in improvements by the County and City over the history of the Prescott Rodeo/Fairgrounds, there are significant deferred maintenance items, which have negative impacts on the Rodeo and the neighboring properties during large events. The Rodeo/Fairgrounds has inadequate and inefficient amenities and spaces for the uses at the property and has a lack of modernized amenities that could mitigate adjoining neighborhood impacts. The City of Prescott now has an opportunity and responsibility to address these issues, beginning with restarting a collaborative improvement planning process, and ensure the property is a welcome asset reflective of the high standards of the community at large. The planning process will include consideration of changes to the property and amenities to mitigate impacts on the neighboring properties. During large events, neighbors can experience loud music and other sounds until late in the evening, an increase in traffic and parking on neighborhood streets, bright lights that carry beyond property boundaries, and other impacts. In order to be a better neighbor to our residents, the City should evaluate mitigative actions that could minimize or eliminate these undesirable impacts during the planning process for improvements.

The purpose of this project is to create a Master Plan for the Prescott Rodeo/Fairgrounds that accommodates the many differing needs of the user groups, minimizes/mitigates the impact on the adjoining neighborhoods and provides the updated amenities needed to enable efficient and effective use of the space. The site is approximately 43 acres, however, all of this acreage may not be useable due to rock outcroppings, open space designation, and flood plain considerations. The consultant should determine usable acres. All planning will need to consider such things as parking,

utility infrastructure, visitor experience, foot traffic patterns, quality space for participants in events, control features for ticketed events, modern lighting and sound amenities, ingress and egress features, buffering, beautification, event operations and logistics, maintenance requirements, aesthetics, gathering spaces for event attendees, and green space for the community to enjoy.

FINANCIAL IMPACT

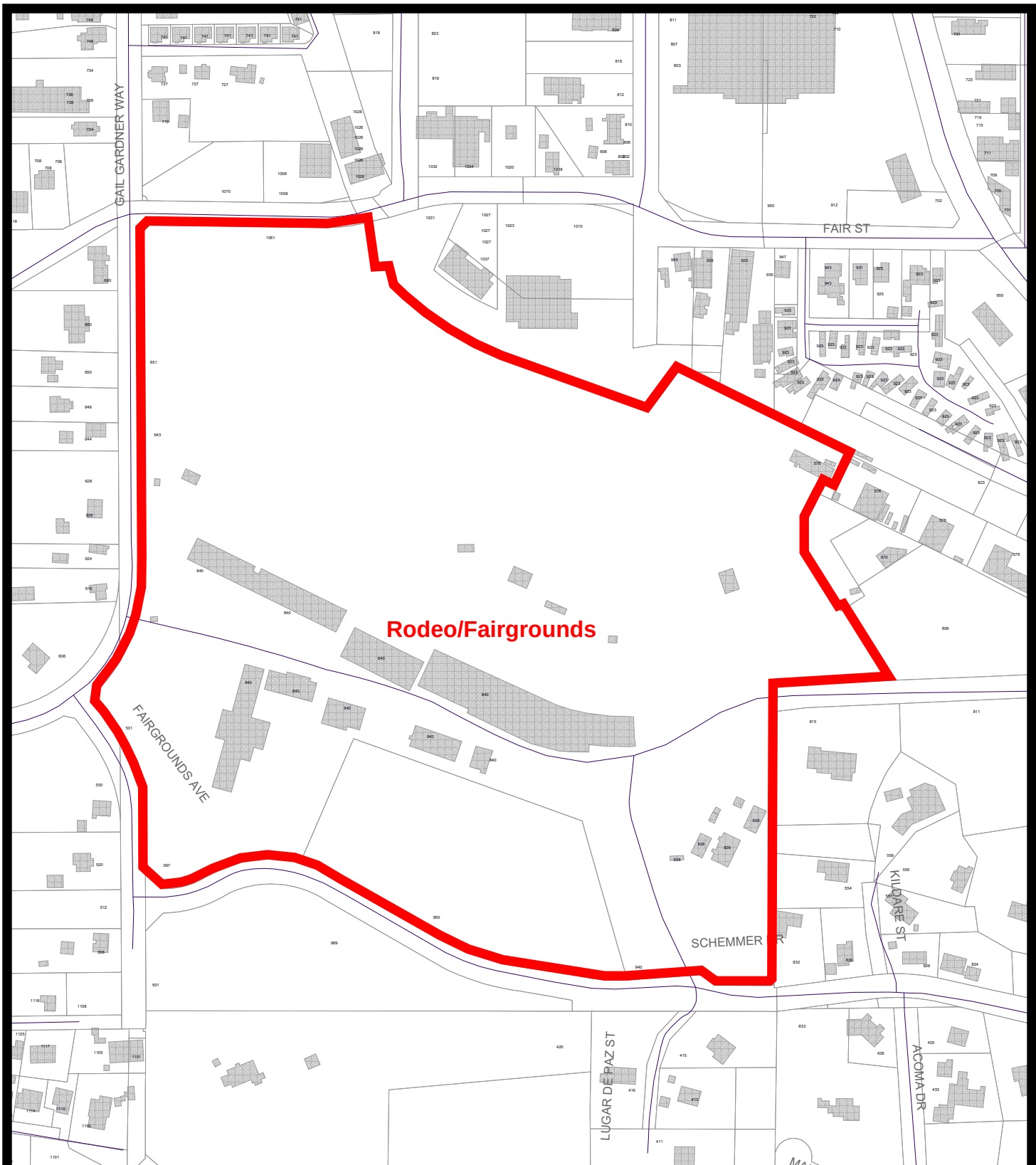
Funding is budgeted and available in the FY26 General Fund Budget.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-060

ATTACHMENTS

1. Exhibit A - Location Map
2. Contract 2026-060-GH2
3. Rodeo Grounds Consultant RFP 9-23-25



Rodeo/Fairgrounds

FAIRGROUNDS AVE

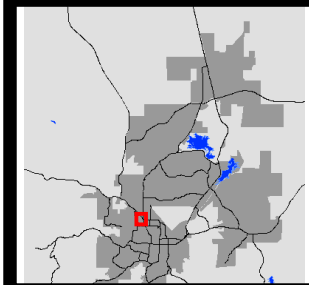
FAIR ST

SCHEMMER

LUGAR DE PAZ ST

KILBAGE ST

ACOMA DR



Rodeo/Fairgrounds

This map is a product of
The City of Prescott



0' 1" = 280'



Request for Proposals

For

Rodeo/Fairgrounds Master Plan

CIP No. 2505-001

MAYOR AND COUNCIL:

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

CITY CLERK:

Sarah M. Siep

DEPUTY CITY MANAGER:

Michael Morris

Request for Proposals

Rodeo/Fairgrounds Master Plan

DESCRIPTION: The City of Prescott, Arizona, is inviting qualified architectural/engineering firms to provide competitive sealed proposals for a master plan for the Rodeo/Fairgrounds.

NON-MANDATORY PRE-BID CONFERENCE: June 3, 2025, at 12:00pm, at the City of Prescott Rodeo Grounds Extension Office.

BID OPENING: Thursday, July 24, 2025, at 2:00p.m. **City Council Chambers 201 N. Montezuma Street, 1st floor, Prescott, Arizona 86301**

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

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

This solicitation, full submittal information and any addenda are available free of charge on the City's website at <https://prescott-az.gov/budget-and-finance/purchasing/>.

PUBLISH: May 18 and 25, 2025

Request for Proposals (RFP)
Rodeo/Fairgrounds Master Plan

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I. GENERAL INFORMATION

The City of Prescott (hereinafter “City”) invites interested and qualified persons or firms (hereinafter “firms”) to submit a written Proposal for the Rodeo/Fairgrounds Master Plan. This document is a Request for Proposal, as such; the lowest price proposed will not guarantee an award recommendation. Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the services.

The City will review all the proposals received and utilize its best judgement in selecting a qualified firm. In the event that a firm cannot be selected based solely on the Proposals submitted, up to three (3) firms, with the highest evaluations, may be selected for oral interviews.

One contract will be awarded to a firm. The contract shall be awarded on the basis of demonstrated experience, qualifications, and the stated submittal requirements as listed in this proposal.

The Prescott Rodeo/Fairgrounds is located within the limits of the City of Prescott and bounded by Fair Street, Gail Gardner Way, Rodeo Drive, Fairgrounds Avenue and Schemmer Drive. The property is predominately bordered by long-time single family residential neighborhoods on the south and east sides. The north and east sides are bordered predominately by regional businesses and retail. The Prescott Rodeo/Fairgrounds has a long and renowned history. The City of Prescott acquired the Prescott Rodeo/Fairgrounds from Yavapai County in June 2007. The property hosts the University of Arizona Cooperative Extension, the Auto Club, City of Prescott Offices, and, most notably, Prescott Frontier Days’ (PFD) World's Oldest Rodeo. The rodeo has operated from this location since 1913 and is now an integral part of Prescott identity and the economy that supports local business and government. Other events held at the Prescott Rodeo/Fairgrounds include the county fair, memorials, the Arizona Junior Rodeo, Toastmasters, and many more.

A. DESCRIPTION OF WORK

Due to the age of the facility and the lack of significant financial investment in improvements by the County and City over the history of the Prescott Rodeo/Fairgrounds, there are significant deferred maintenance items, which have negative impacts on the Rodeo and the neighboring properties during large events. The Rodeo/Fairgrounds has inadequate and inefficient amenities and spaces for the uses at the property and has a lack of modernized amenities that could mitigate adjoining neighborhood impacts. The City of Prescott now has an opportunity and responsibility to address these issues, beginning with restarting a collaborative improvement planning process, and ensure the property is a welcome asset reflective of the high standards of the community at large. The planning process will include consideration of changes to the property and amenities to mitigate impacts to the neighboring properties. During large events, neighbors can experience loud music and other sounds until late in the evening, an increase in traffic and parking on neighborhood streets, bright lights that carry beyond property boundaries, and other impacts. In order to be a better neighbor to our residents, the City should evaluate

mitigative actions that could minimize or eliminate these undesirable impacts during the planning process for improvements.

The purpose of this project is to create a Master Plan for the Prescott Rodeo/Fairgrounds that accommodates the many differing needs of the user groups, minimizes/mitigates the impact on the adjoining neighborhoods and provides the updated amenities needed to enable efficient and effective use of the space. The site is approximately 43 acres, however, all of this acreage may not be useable due to rock outcroppings, open space designation, and flood plain considerations. The consultant shall determine usable acres. All planning will need to consider such things as parking, utility infrastructure, visitor experience, foot traffic patterns, quality space for participants in events, control features for ticketed events, modern lighting and sound amenities, ingress and egress features, buffering, beautification, event operations and logistics, maintenance requirements, aesthetics, gathering spaces for event attendees, and green space for the community to enjoy.

B. SCOPE OF WORK AND SPECIFICATIONS

The following Scope of Work and Specifications should be used as a guide for processes that will produce the required deliverables. Proposers may propose alternate, modified, and/or additional services. Prospective proposers shall fully describe their proposed procedures, processes, and timelines.

Approach

Task 1 – Public Engagement - Stakeholder Input and Design Charettes

1. Conduct Stakeholder Input Meetings with the following groups:
 - Adjoining Neighborhoods
 - Prescott Frontier Days, Inc
 - City Departments
 - Other site users (Extension Office, Auto Club, County Fair, etc.)
 - Chamber of Commerce Board of Directors
2. Conduct up to three Open Community Meetings and up to three Council meetings
3. The design team will have question / answer sessions with the groups or individuals, document discussions and provide a summary of responses. The input received from these sessions will be used to develop preliminary design solutions, which will be developed by the Design Team and presented for review and discussion at Monthly Steering Committee Meetings.
4. Review previous plans related to the site for context into the new plan.

Task 2 – Site Assessment

1. Conduct a site visit to assess the conditions of all current amenities.
2. Document the existing conditions.
3. Research utility infrastructure and capacity.
4. Identify existing natural impacts (stormwater, topography, soil conditions, etc.)
5. Identify needs for ADA accommodation.

6. Determination of usable acres.

Task 3 – Conceptual Design

1. During the Design, the Design Team will combine input from the Stakeholder Input, Design Charettes and Site Assessment to develop the master plan. The master plan will include conceptual-level floor plans, building elevations, material schemes and a site plan. Drafts of these will be presented for input and comment at approximately 30% completion and 75% completion. At the direction of the Steering Committee a public meeting will be conducted at the 75% design stage for final public input on the Master Plan.
2. These preliminary drawings will present conceptual layouts for consideration of parking, utility infrastructure, visitor experience, foot traffic patterns, quality space for participants in events, control features for ticketed events, modern lighting and sound amenities, ingress and egress features, buffering, beautification, event operations and logistics, maintenance requirements, aesthetics, gathering spaces for event attendees, and green space for the community to enjoy.
3. Input received during the 75% review presentation will be used to complete the conceptual design plans and renderings.

Task 4 - Final Submittal and Presentation

1. A final Master Plan design and narrative will be created for presentation and distribution.
2. A project budget will be estimated and supplied based on the elements identified in the Final Master Plan. The budget will be a rough order of magnitude concept-level opinion of probable costs.
3. A recommended phasing plan based on urgency of needed amenities and estimated cost will be created and provided.
4. A list of potential funding mechanisms will be supplied.
5. The Final Master Plan, budget, phasing and potential funding mechanism will be presented in person to City Council for approval.

C. NON-MANDATORY PRE-PROPOSAL CONFERENCE

This pre-proposal conference is non-mandatory for potential proposers, and while highly recommended, it is not a prerequisite for submission of a proposal.

Anything discussed, or not discussed, in the meeting shall not change the requirements of the bid documents. Any changes to the bid documents shall be in writing. A sign-in sheet will be kept of the names of potential proposers that attend the pre-proposal conference. The minutes of this pre-proposal conference will be distributed to all attendees. The minutes shall not be considered part of any addendum and shall not be considered part of the contract documents for the project.

The non-mandatory pre-proposal conference will be held on June 3, 2025, at 12:00pm at this location:

**City of Prescott
Rodeo Grounds Extension Office
840 Rodeo Drive
Prescott, AZ 86305**

Optional Pre-Bid Tour:

An optional pre-proposal tour will be held right after the pre-proposal conference. This tour is designed to clarify the information contained in this RFP and provide an opportunity for questions and answers. Attendance at the optional pre-proposal tour shall be determined by the presence of a signature of the proposer's representative on the sign-in sheet at the tour.

D. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- | | |
|--------------------------------------|---------------------|
| • Request for Proposal Advertised | May 18 and 25, 2025 |
| • Non-Mandatory Pre-Proposal Meeting | June 3, 2025 |
| • Proposal Due Date/Opening | July 24, 2025 |
| • Award of Contract | September 23, 2025 |

All milestones are the earliest dates for planning purposes only and should not represent any contractual commitment whatsoever on the part of the City.

E. REQUESTS FOR INFORMATION

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

Jaimie Sventek
Contracts Coordinator
contracts@prescott-az.gov

Requests for information must be received by the project representative **prior to 5:00p.m. on Tuesday, July 15, 2025**. Responses, or addenda as required, will be issued no later than 12:00p.m. (noon) on Monday, July 21, 2025. Receipt of the addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Firms shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as **one (1) original (not stapled or bound)** along with **one (1) flash drive** and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form C – Bid Certification
- Form D – Certificate of Non-Collusion
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties

B. INSTRUCTIONS FOR SUBMITTAL FORMS

- **Form A – Solicitation Response Cover Sheet**

Bidder shall complete, sign, and submit Form A as the first page of the bid package. Attach extra pages and information on your company's letterhead to not exceed 10 additional pages.

- o **Company Overview, Statement of Qualifications, Team Description:**

- o 20 points possible

Provide names, educational background and experience of each team member, including subconsultants, if applicable. The information should describe the nature of the work and the role of these individuals and/or companies as they relate to this project. Include names and qualifications of outside consultants and associates that may be employed to assist on this project. Provide project organization chart.

- o **Project Relevant Experience:**

- o 20 points possible

Provide a list of three (3) to five (5) current projects or projects completed in the last ten (10) years. Relevant experience shall be of size and scope to Prescott and include projects in neighborhoods with neighborhood impacts. Include client contact information. Preference will be given to respondents who have developed plans for other municipalities.

- o **References:**

- o 15 points possible

Supply a minimum of three (3) related business references, including names, addresses and phone numbers plus a description of the type of work you performed for them. Include references of Municipalities/Organizations that your firm has prepared or assisted in preparation of Master Plans.

- o **Project Approach:**

- o 30 points possible

Describe your understanding of the project and your approach for completing the project, including public input. Provide task details and a proposed timeline. The proposal should demonstrate a clear understanding of the planning requirements and the work to be performed.

- o **Price:**

- o 15 points possible

Provide a fee schedule to include an itemized cost for scope of work and deliverables, and total cost. Include staff hourly rates to be used for any additional work which may be requested by the City which is outside the scope of the contract.

- **Form C – Bid Certification**

Bidder shall complete, sign, and submit Form C.

- **Form D – Certificate of Non-Collusion**

Bidder shall complete, sign, and submit Form D.

- **Form E – Certificate of Ownership**

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

- **Form F – Bidder Qualifications, Representations and Warranties**

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such an evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

The Bidder shall provide three (3) references, a subcontractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

C. DISCLOSURE

Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your firm or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might have an impact on this contract.

D. PROPRIETARY INFORMATION

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

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

E. DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 2:00p.m. on Thursday, July 24, 2025**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

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

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

**Request for Proposals:
RODEO/FAIRGROUNDS MASTER PLAN
Due before 2:00p.m. on July 24, 2025**

III. EVALUATION CRITERIA

The sole purpose of the proposal evaluation process is to determine which solution best meets the City of Prescott's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for Prescott's current and future needs based on the information available and Prescott's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the City of Prescott. While the City intends to evaluate the proposals against all of the following criteria, the City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the list below.

The following selection criteria will be used to evaluate the proposer's responses to the RFP. A percentage is assigned to each criterion thereby providing a weight to the importance of the criteria in the overall selection.

Evaluation Criteria	Weight Percentage
Company Overview, Statement of Qualifications, Team Description	20
Project Relevant Experience	20
References	15
Project Approach	30
Price	15
Total (not to exceed 100%)	100%

A. ORAL INTERVIEWS

In the event that a proposer cannot be selected based solely on the Proposals submitted, up to three (3) proposers, with the highest evaluations, may be selected for oral interviews to establish a final ranking. The selected proposers will be invited to participate in discussions with the Selection Committee on a future date and awarded points based upon the criteria submitted to proposers if an interview is necessary.

IV. CONTRACT NEGOTIATION AND AWARD

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

A. OVERVIEW

Approval of the City Council will be required for the award of a contract for performance of the services described herein.

The City reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by the City to be in the City's best interests.

B. AWARD OF CONTRACT

The selected company/firm will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

C. BASIC INSURANCE REQUIREMENTS

Professional and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Professional, 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 Professional from liabilities that might arise out of the performance of the work under this Contract by the Professional, his agents, representatives, employees, or subcontractors. Professional 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 Professional 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 Professional'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.

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

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

Verification of Coverage: 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.

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

Insurance Limit Requirements - Professional shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may

be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form:

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

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

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

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

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

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

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

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

Worker’s Compensation and Employer’s Liability:

Workers’ Compensation Employer’s Liability	Statutory
• Each Accident -	\$ 1,000,000
• Disease – each employee -	\$ 1,000,000
• Disease – policy limit -	\$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Professional.

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

Prior to commencing work under this Agreement, the 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 ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

V. TERM OF CONTRACT

The initial term of the contract shall be for a period of one (1) year, starting upon the fully executed contract. The contract may be extended for an additional one (1) year period with the mutual consent of the City and Firm. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

VI. TERMINATION OF CONTRACT

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

VII. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

VIII. PROTEST POLICY

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

IX. STANDARD INFORMATION

- A.** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Division.
- 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. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.

- C. Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.
- D. 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 Firm further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- 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. Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Firm 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. This Agreement is non-assignable by the Firm unless by subcontract, as approved in advance by the City.
- 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 Firm 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 Firm. 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. INDEMNIFICATION: To the fullest extent permitted by law, the Firm shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Firm, its employees, agents, or any tier of subcontractors in the performance of this Contract, Firm's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors,

mistakes, omissions, work or services in the performance of this Agreement including any employee of the Firm or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Firm may be legally liable.

L. 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.

M. Contractor Immigration Warranty (if applicable)

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

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

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

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

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

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

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

N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in A.R.S. § 35-393, of Israel.

O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier 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 / Supplier 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 / Supplier 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 / Supplier does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

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

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

Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.
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.



PROFESSIONAL SERVICES AGREEMENT / CONTRACT

for

Rodeo/Fairgrounds Master Plan

Contract No. 2026-060

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 GH2 Architects, LLC (hereinafter referred to as “Professional”), has expertise in providing said 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 Rodeo/Fairgrounds Master Plan project as indicated in Exhibit “A” (Request for Statements of Qualifications, Statement/Proposal, and as indicated in the Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of September 23, 2025), and as requested by the City Deputy City Manager (hereinafter referred to as “Deputy City Manager”).
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary for the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit “A”.
5. The initial term of the Agreement shall be for a period of one (1) year, commencing on a fully executed contract.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this

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

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

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

GH2 Architects, LLC
1375 North Scottsdale Rd, Suite 180
Scottsdale, AZ 85257
rcw@gh2.com

10. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
12. (A) The City shall pay to Professional a total sum of one hundred forty-five thousand five hundred fifty-nine dollars and zero cents (\$145,559.00) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".

(B) The foregoing sum includes payment for any and all services to be rendered by Professional or sub-contractors, which the Professional may employ for this Contract. It is expressly agreed

by and between the parties that the Professional is solely responsible for any and all payment to such any other professionals or 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 Deputy City Manager. 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 Deputy City Manager 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 Deputy City Manager 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 Deputy City Manager 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 Deputy City Manager 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 Deputy City Manager and in the absence of such Contract Amendment or other written order of the Deputy City Manager, 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 Deputy City Manager to proceed with the services/work. All Contract Amendments must be approved by the Deputy City Manager. 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 Professional 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 Professional'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. Contractor Immigration Warranty (if applicable)

Contractor 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 Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that the Contractor and each of its 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 "Contractor Immigration Warranty").

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

The City retains the legal right to inspect the papers of any Contractor or Sub-contractors' employee who works on this Contract to ensure that the Contractor or Sub-contractor is complying with the Contractor Immigration Warranty. Contractors 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 Contractor and any subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any Sub-contractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor 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 Contractor 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 Contractor 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: Firm 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:
 3. The forced labor of ethnic Uyghurs in the People’s Republic of China
 4. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 5. 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 Firm 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.

GH2 Architects, LLC

City of Prescott, a municipal corporation

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Thornhill, City Clerk

Joseph D. Young, City Attorney

EXHIBIT “A”

FORM A – SOLICITATION RESPONSE COVER SHEET



Solicitation Response

Rodeo/Fairgrounds Master Plan

Please note all that apply:

- ☒ Addenda Number(s) Received (if any) 1 2.....
- ☒ Original Forms A through F
- ☒ Flash Drive

Business Name: GH2 Architects, LLC

Business Address: 1375 North Scottsdale Rd, Suite 180
Scottsdale, Arizona 85257

Business Phone: (480) 699-1945

Business Contact: Robert Wadsack

Contact Email: rcw@gh2.com

Firm/Company Comments: GH2 Architects, LLC (GH2 Equine Architects) is thrilled to learn
about the City of Prescott's exciting venture into creating a new master plan for the
World's Oldest Rodeo. Enclosed below is our response to your request for proposals,
offering a glimpse into our firm's relevant experience and the strong team of local and
equine specialty professionals that will be working on this master plan, should you
choose to work with our firm. Thank you very much for your consideration, please feel
free to reach out to us at any time should you require additional information.



**MORE THAN 4,200 PROJECTS
IN 48 STATES AND 13 COUNTRIES
52 YEARS OF SERVICE AND COUNTING**

GH2 Equine Architects is a dedicated specialty practice of GH2 Architects, LLC—an award winning, international architecture and planning firm, creating transformative design since 1973.

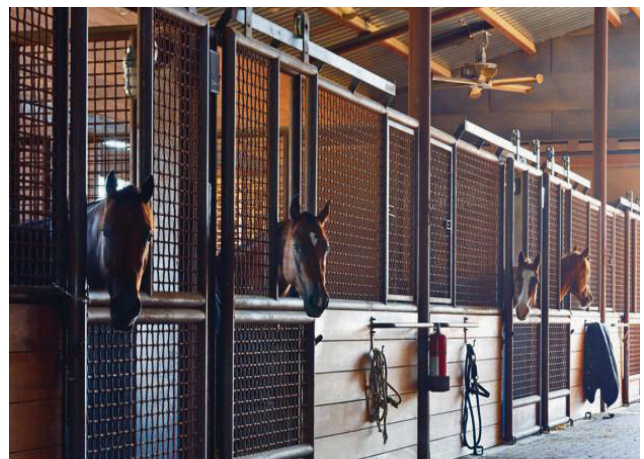
Passionate about horses and animal care facilities, our nationwide staff have master planned and designed many of the finest equine amenities across five continents. We have raised the level of sophistication, functionality, safety and efficiency of equine and livestock facility master planning and design worldwide.

Our equine project experience ranges from highly technical surgical centers and bio-isolation stables to Class I racetracks and equine event centers to personal training, breeding, boarding and recreational facilities.

We are not only architects, but we are also active equestrians and facility users. Our passion provides further interaction and feedback from fellow users and industry leaders. We, in turn, pass those insights and knowledge on to their clients. GH2's project experience and personal involvement within the equestrian industry remains unmatched.

PROJECT TYPES

Rodeo Grounds | Fair Grounds
Polo and Equestrian Clubs
Private Equestrian Estates
Breeding Farms | Training Farms
Horse Parks | Therapeutic Riding Centers
Equine Therapy / Rehabilitation
Show and Event Venues
Equestrian Lifestyle Communities
University Equine Facilities



GH2's office in the Valley is located on Scottsdale Road and McDowell in Scottsdale. Our national team of dedicated professionals provides in-house architecture, interior design and landscape architecture services and several special skills such as master planning and cost estimating on behalf of our diverse client base.



KALA ADE, AIA

Principal | Equine Practice Director | Senior Architect

14 years of experience | 13 years with GH2

Master of Architecture
and Equine
Science Certificate
Kansas State University

Professional Affiliations

North American
Six-Horse Hitch Classic
Series | member

Belgian Draft Horse
Corporation | member

- ◆ National Western Center - Campus master plan and design guidelines
- ◆ Tulsa Expo Square Fairground improvements, including new Bronco Barn equine facility
- ◆ Park of East Texas master plan
- ◆ Texas A&M Equine Initiative master plan
- ◆ Dickinson State University Agriculture Building & Rodeo Arena
- ◆ Riverlands Equestrian Facility British Columbia, CA
- ◆ Kansas State University Animal Science Arena
- ◆ Florida Horse Park comprehensive master plan
- ◆ Bell County Expo Livestock/ Equestrian Center
- ◆ Central Arkansas Fairplex | Saline County
- ◆ City of Salisaw - New Multi-Purpose Arena
- ◆ Casey Jones Park Rodeo master plan Elizabeth, CO
- ◆ Pebble Beach Equestrian Center master plan



ROBERT WADSACK, AIA, LEED AP, ALEP

Principal-in-Charge | Arizona Office Manager | Senior Architect

18 years of experience | 9 years with GH2

Registered Architect
Arizona

Bachelor of Architecture
Minor in
Construction Science
University of Oklahoma

Master of Science,
Civil Engineering
College of Engineering
Oklahoma State University

LEED Accredited
Professional | United States
Green Building Council

- ◆ City of Mesa - "The POST" Historic Post Office rehabilitation
- ◆ Maricopa County - Early Childhood Education Center Library Distribution Center current On-Call contract
- ◆ City of Mesa - current On-Call contract with multiple ongoing projects
- ◆ City of Phoenix Neighborhood Services Department current On-Call contract
- ◆ City of Avondale, AZ Small Business facade improvements
- ◆ City of Mesa Red Mountain Park expansion
- ◆ Gila County Fairgrounds Electrical Assessment
- ◆ Humboldt Unified School District Mountain View Elementary School Weatherization Granville Elementary School Weatherization and Roof Replacement Pronghorn Middle School Weatherization
- ◆ Creighton Elementary School District Main Distribution Frame (MDF) renovation
- ◆ City of Coolidge - On-Call contract



MARTHA MITCHELL, RA, LEED AP

Senior Architect

32 years of experience | 4 years with GH2

Master of Architecture
University of Utah

Bachelor of Architecture
Bachelor of
Science, Philosophy
University of Utah

ASSIST, Inc. Community
Design Center board
member,
2015 - present

- ◆ Oklahoma State University Botanic Garden Education Center
- ◆ Kansas State University Equine Performance Testing Center Animal Science Arena
- ◆ Linn-Benton Community College Agricultural Education Center
- ◆ Ohio State University College of Veterinary Medicine Equine Performance Evaluation Clinic
- ◆ Southeastern Oklahoma State University Rodeo & Agricultural Expo Center
- ◆ Pebble Beach Equestrian Center master plan
- ◆ City of Cleveland, OH Mounted Police Stables
- ◆ Dickinson State University Rodeo Arena
- ◆ Sterling Silver Stables Private Farm
- ◆ New Veteran's Hospital (VHiT) | Tulsa
- ◆ Cherokee County Animal Science Arena & Livestock Arena



JAMIE PRASHAW, AIA, EDAC, LEED AP BD+C

Associate Principal | Senior Architect

18 years of experience | 6 years with GH2

Master of Architecture
Univ. of Colorado Denver

Bachelor of
Environmental Design
Univ. of Colorado Boulder

Fear Free certified
design professional

Professional Affiliations

American Quarter Horse
Association member
US Hunter Jumper Association
US Equestrian Federation

- ◆ Dickinson State University
Agriculture Building & Rodeo Arena
- ◆ Kansas State University Animal
Science Competition Arena & Horse Unit
- ◆ Kansas State University
Equine Performance Testing Center
- ◆ Tulsa Expo Square Fairground
improvements, including
new Bronco Barn equine facility
- ◆ Herman Ranch and Equestrian
master plan | Bartlesville OK
- ◆ Sundance Ranch | Mabank, TX

- ◆ Adams County, CO
Regional on-call contract
- ◆ Private Client
Colorado Ranch master plan
- ◆ Pebble Beach Equestrian
Center master plan
- ◆ Casey Jones Park Rodeo master plan
Elizabeth, CO
- ◆ Southwest Sport Horses | Cleveland, TX
- ◆ Hardaway Veterinary Hospital
new facility - Bozeman, MT



ANDREW COLBERT, AIA

Associate Principal | Project Architect

15 years of experience | 4 years with GH2

Registered Architect
Arizona

Master of Architecture
University of
Wisconsin-Milwaukee

Bachelor of Architecture
Southern Illinois University

- ◆ Maricopa County -
Early Childhood Education Center
Library Distribution Center
current On-Call contract
- ◆ City of Mesa - "The POST"
Historic Post Office rehabilitation
- ◆ City of Mesa - current On-Call contract
with multiple ongoing projects:
City Plaza 5th Floor renovation
Restaurant Incubator conceptual design

- Red Mountain Park expansion
- EMSC Customer Service improvements
- ◆ City of Coolidge - On-Call contract
- ◆ City of Surprise - On-Call contract
- ◆ City of Phoenix Neighborhood Services
Department current On-Call contract
- ◆ Queen Creek Unified School District -
Eastmark Preschool
- ◆ Industrial Developers of Oklahoma
Multiple tenant improvements and new builds



OLIVIA HUPY, RA

Project Architect

8 years of experience | 7 years with GH2

Bachelor of Architecture
Oklahoma State University

Oklahoma State University
Equestrian team member

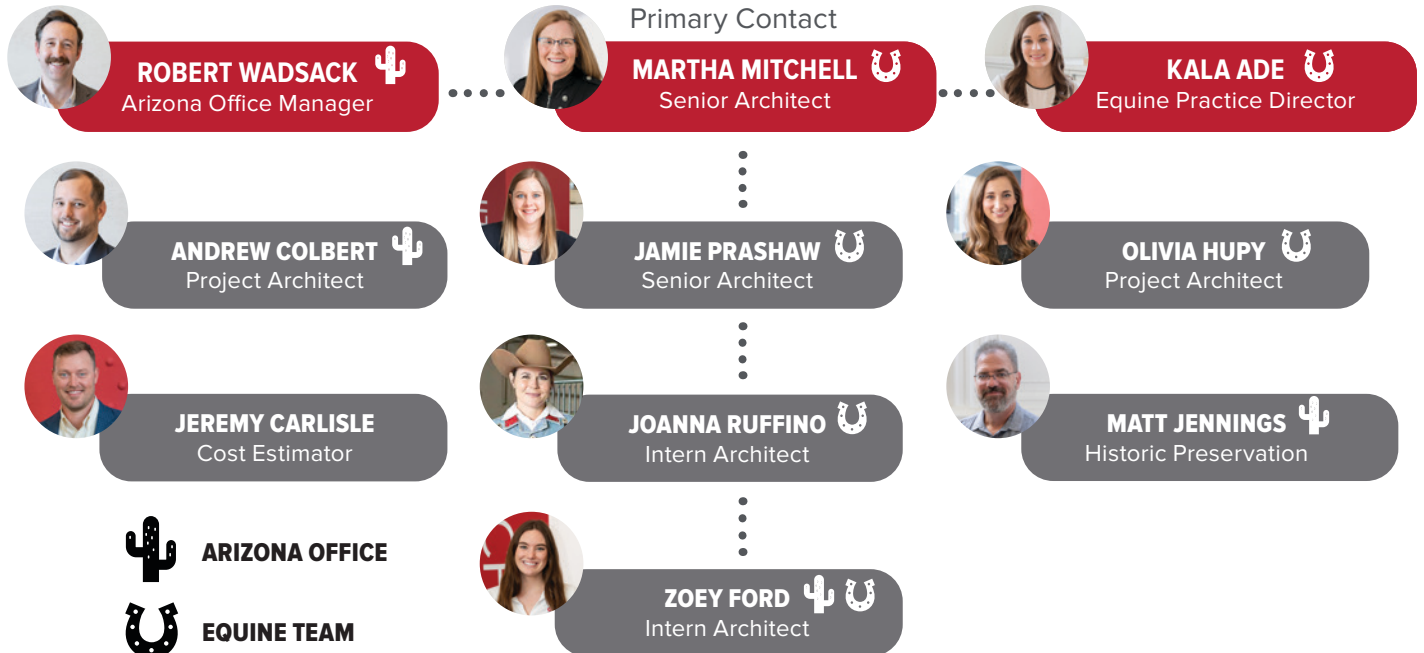
- ◆ National Western Center - Campus
master plan and design guidelines
- ◆ Kansas State University
Animal Science Arena
Equine Performance Testing Center
- ◆ Tulsa Expo Square
Fairgrounds improvements
new Bronco Barn equine facility
- ◆ Montana State University
Livestock master plan
- ◆ Kirkwood Community College
Equestrian Center

- ◆ Oklahoma State University
Dairy Robotic Milking Parlor;
Dairy Center | Helms Hall;
Botanic Garden Education Center
- ◆ Ohio State University
College of Veterinary Medicine
Equine Performance Evaluation Clinic
- ◆ Southeastern Oklahoma State University
Rodeo & Agricultural Expo Center
- ◆ Pebble Beach Equestrian Center
master plan
- ◆ City of Salisaw - new Multipurpose Arena

ORGANIZATION CHART



Architecture | Interior Design | Landscape Architecture | Master Planning | Cost Estimating



SUB-CONSULTANTS



Civil Engineering

At Kimley-Horn, one of the nation's premier engineering, planning, and design consultants, our professionals are experts in many disciplines yet share one passion: making our clients successful. We combine creative yet practical solutions, a sense of urgency, and a focus on bottom line value to meet your specific project needs.



Structural Engineering

Meyer Borgman Johnson (MBJ) is a multi-specialty structural design practice structuring places that shape lives. With 65+ years of experience, our structural services include structural design and analysis, construction documents, field observation, feasibility studies, special inspections, condition surveys, forensic assistance, and others.



Mechanical | Electrical
Plumbing Engineering

KCL Engineering specializes in delivering mechanical, electrical, plumbing, and technology design services through an innovative consulting engineering model. We prioritize building strong client relationships and delivering high-quality projects through rigorous design and review processes with over 80 qualified professionals.



Community Engagement

BetaPr specializes in providing public involvement services for public sector infrastructure improvements projects across the Southwest. From stakeholder groups, property owners and residents, to business owners, homeowner's associations and beyond, we understand that making a connection drives success.



Economic Feasibility

CSL brings experience from over 2,000 prior engagements to the planning phases of your project. Our consultants will thoroughly and effectively evaluate the various market demand, program planning, financial, economic, funding and other factors that will determine short and long-term success.

CASEY JONES PARK RODEO ARENA

MASTER PLAN

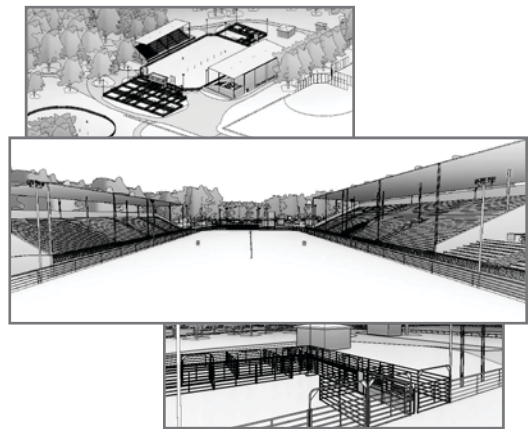
Owner: Michael Barney, Director | mike@elizabethpr.com | 303.646.3599

Size: 10 acres

Budget: \$11,500,000 (est.)

Scope: Programming, Master Planning and Conceptual Design

GH2 was part of a team of architects, landscape architects and civil engineers that developed a comprehensive master plan for the Casey Jones Park, including rodeo and equestrian facilities, campground, recreation center, field house and dog park. GH2 focused on the rodeo and equestrian facilities including a new arena designed to meet PRCA requirements for all rodeo activities. The facility includes a full barrel racing pattern and fences designed for rough stock. The new back pens are designed for six rough stock chutes, as well as optimal pen and alley configuration. The new grandstands are sized to include 3,500 seats, including a 150 seat VIP area. Under the concrete grandstands, the design also includes restrooms, concessions and storage. Also included in the design are a new warm-up arena and a 20-stall barn for temporary housing. Casey Jones Park is just off a state highway in Colorado in the residential community of Elizabeth.



WICKENBURG RANCH | ARIZONA

EQUESTRIAN CENTER MASTER PLAN

Owner: Jeffrey Davis, M3 Companies | 928.771.0411 | jdavis@m3comp.com

Size: 23 acres

Budget: \$6,717,996 (est.)

Scope: Programming, Master Planning and Conceptual Design

This new equestrian boarding and event facility is a major lifestyle amenity within a 1,600-acre residential development in Wickenburg, Arizona. The site is located near a large mesa and facilitates an open turf area for family recreation and fishing. The equestrian facility provides a 180 ft x 385 ft covered arena with cattle pens, roping boxes and chutes, ideal for roping practice and competitions. A clubhouse/rider's center faces the arena to facilitate viewing of the arena by spectators. The barn is connected to the arena by covered walkways and two courtyards and is unique with a square courtyard in the middle. Each side of the barn has 20 stalls with tack rooms, wash/groom areas, and feed utility rooms located at each corner of the barn. Located near the barn are two 60 ft diameter round pens and trailer parking for easy access for transporting horses. A 120' covered round pen is located near the arena and is surrounded by cattle pens. A 150 ft x 300 ft outdoor arena equipped with a covered cattle working area provides an outdoor option for roping practice and riding. Turnouts are placed as a buffer between the equestrian facility and the housing lots.



TULSA COUNTY EXPO SQUARE MASTER PLAN AND RODEO FAIRGROUNDS

Owner: Amanda Blair, Chief Operating Officer | ablair@exposquare.com | 918.744.1113

Size: ~28 acres

Budget: \$18,800,000

Scope: Master Planing, Architecture, Interior Design, Landscape Architecture, Construction Administration

Originally built in 1966 featuring the iconic 76-foot-tall Golden Driller, the Tulsa County Expo Square is located in the heart of Midtown Tulsa. Following the passage of the VisionTulsa citywide bond issue, Expo Square expanded and renovated their current facilities. GH2 provided programming, planning, design and construction administration services for a new equine facility, event plaza, signage and event stage for the Fairgrounds..

The nearly 129,000-square-foot equine facility sits along the side of the Fair Meadows racetrack and contains 384 Slide-N' Glide style stalls aiding in an efficient turn-over between events. A 100' x 200' arena, that will also function as a saddling paddock during race season, will be connected to the track and to the adjacent Super Duty Arena. Two stories of multi-purpose event space will have direct views out onto the track, new plaza and into the arena/saddling area, with fully equipped concessions. Patrons also have easy access to teller and wagering booths from both the inside and the outside of the facility.

Expo Square regularly hosts events and is surrounded by suburban residential communities as well as a shopping plaza directly to the east.



KANSAS STATE UNIVERSITY COMPETITION ARENA & RESEARCH UNIT MASTER PLAN AND RODEO ARENA

Owner: Rosanna Carvalho, AIA, CFP, Director of Project Management | rcarvalho@ksu.edu | 785.532.1732

Size: 76,507 sf

Budget: Phase 1 Construction Cost = \$20,700,000

Scope: Conceptual Design, Architecture, Interior Design

The first part of KSU's new facility enhancement includes a new Competition Arena adjacent to the Stanley Stout Center, K-State Rodeo facilities and the outdoor Burtis Arena, all located on the newly renamed street, Animal Science Gateway. The addition of the Competition Arena to the Animal Science Gateway area will further enhance the academic programs at K-State that prepare students for work in the agriculture industry.



The new Competition Arena will also provide a safe and efficient environment to host events such as the annual Collegiate Rodeo – a fundraiser event that is put on by and benefits the student members of the K-State Rodeo Club. Classroom and flexible animal exhibition holding pens and equipment will support multi use educational experiences. This facility will have the capability to support external and/or adult animal events from a statewide, regional, and perhaps national perspective as scheduling allows, increasing the exposure of K-State to its stakeholders. This facility, when combined with the surrounding facilities, will truly create a hub for ASI and a destination for current and future students, and our stakeholders from Kansas, the region, and nationally.

CITY OF PRESCOTT, ARIZONA EQUESTRIAN EVENTS CENTER MASTER PLAN

Owner: Unavailable

Size: 170 acres

Budget: \$40,000,000 (est.)

Status of Completion: Economic Feasibility & Impact Study, Master Planning and Conceptual Design

The new Prescott Multi-Use Equestrian Events Center was developed on a "postcard-perfect" 170-acre site between Prescott's historic downtown tourist area, the airport, and a new extension of Highway 89. GH2



Architects designed the facility which included a climate-controlled main events arena with stadium seating for 3,400 spectators, 12 luxury suites seating 240, a full-service restaurant and club overlooking the main arena, outdoor arena, and staging areas. The outdoor arena has covered seating for 2,000 and each of the suites is provided with outdoor arena seating decks. The main and outdoor arenas share a central spectator services concourse and lower level exhibitor service/livestock holding areas, and have direct access under the spectator seats between both arenas.

This large complex also includes livestock/horse barns for up to 580 horses, two indoor staging arenas, two practice arenas, maintenance service barns, polo/eventing field, Olympic cross-country jump course, RV park, a banquet/conference facility with a 1500 person capacity, administration offices and ticket booths, a hotel site, and other amenities which make this a world-class facility.

REFERENCES

ZAC KOCEJA, PLA

Project Manager, Engineering
City of Mesa
480.644.4687
zac.koceja@mesaaz.gov

JEANNETTE ARNTZEN

Director of Purchasing
Humboldt Unified School District
928.759.4014
jeannette.arntzen@humboldtunified.com

ERIC BARCON

Public Works Capital Project Mngr
Maricopa County
602.506.6476
eric.barcon@maricopa.gov

MICHAEL BARNEY

Director
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JOHN GILBERTSON

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jgilbertson@flemingbuidlingco.com

AMANDA BLAIR

Chief Operating Officer
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918.744.1113

MONICA DAVIS

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& Facilities Planning
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DON MONTGOMERY

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and Construction Department
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ROSANNA CARVALHO, AIA, CFP

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rcarvalho@ksu.edu

KEVIN MCCOY

Executive Director of Operations
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502.367.5000
kevin.mccoy@kyvenues.com

MARK DULUK

Architecture Design
City of Cleveland, OH
216.664.2584
mduluk@clevelandohio.gov

APPROACH

PROJECT INCEPTION | GH2 Architects is eager to partner with the City of Prescott to develop a comprehensive and forward-thinking Master Plan for the historic Prescott Rodeo/Fairgrounds. Our approach is deeply rooted in collaboration, community engagement, and a commitment to transforming challenges into opportunities. We understand the unique blend of history, community significance, and functional needs that define this site, and we are prepared to deliver a plan that keeps the history of the World's Oldest Rodeo intact while keeping the growing community of Prescott residents at the forefront of our considerations.

PUBLIC ENGAGEMENT / VISIONING + ALIGNMENT – Stakeholder Input and Design Charettes

Our approach to public engagement is predicated on active listening and inclusive participation, as aided by our public engagement and economic feasibility subconsultants, Beta PR and CSL respectively. We recognize that the success of this Master Plan hinges on understanding the diverse needs and concerns of all stakeholders.

We will facilitate focused meetings with each identified group, including:

- ♦ **Adjoining Neighborhoods:** Dedicated sessions will address critical concerns regarding noise, light pollution, and traffic congestion during events.
- ♦ **Prescott Frontier Days, Inc. (PFD):** We will work closely with the PFD leadership (Mr. Jim Brown, General Manager, and Ms. Kymberli Lopez, President) to understand their operational needs, historical perspectives, and aspirations for the Rodeo/Fairgrounds.
- ♦ **City Departments:** Collaboration with relevant City departments will ensure alignment with broader City initiatives, infrastructure capabilities, and regulatory requirements.
- ♦ **Other Site Users:** We will engage with the University of Arizona (UofA) Extension Office (Mr. Matt Halldorson, Director), Auto Club, and County Fair organizers to understand their current facility usage, desired improvements, and future growth needs. Specifically, the UofA's interest in a teaching kitchen alongside PFD's commercial kitchen will be explored for integrated solutions.
- ♦ **Chamber of Commerce Board of Directors:** Input from the business community will inform economic development opportunities and visitor experience enhancements.
- ♦ **Open Community Meetings & Council Presentations:** We commit to conducting up to three highly interactive meetings, utilizing visual aids and real-time feedback mechanisms to ensure broad public participation.

A critical first step will involve a comprehensive review of all prior plans and studies related to the site (should the City allow), ensuring historical context is maintained and past efforts are leveraged where appropriate.

PROJECT CONTEXT / SITE ASSESSMENT – Our site assessment will be rigorous and comprehensive, forming the factual bedrock for all subsequent design decisions. Some of these pending decisions and improvements were made clear during the site visit, and in particular these features seemed to be most pressing:

- ♦ **Barn A & Lot West of Barn A:** We will assess their current storage usage and facilitate planning for their future uses once vacated by the City.
- ♦ **Barn B:** Given its proneness to flooding and current dilapidated state, we will recommend its removal and explore alternative programmatic uses for this area, including improved VIP parking.
- ♦ **Cowboy Bathrooms:** The poor conditions and consistent sewer line backups will be a priority for immediate improvement or complete replacement, including re-evaluation of the sewer line routing.
- ♦ **Historic Grandstands (constructed in 1913):** We will document their structural integrity, vegetation overgrowth, and safety concerns, proposing strategies for preservation or feasibility for future use.
- ♦ **Current Grandstands:** We will assess the structural integrity, seating comfort, capacity (3,000+), and the condition of the cantilevered steel canopy. Modernization options will be explored.
- ♦ **Rodeo Offices:** The noted evidence of settlement and dated appearance will trigger a structural and functional assessment to determine renovation or replacement needs.

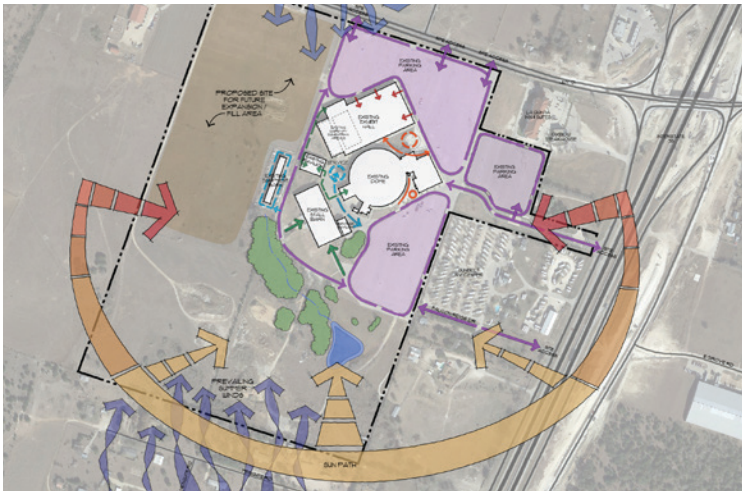
- ◆ Room Below Rodeo Offices: This potential location for the commercial/teaching kitchen will be thoroughly evaluated for its suitability, access, and infrastructure.
- ◆ Security/First Aid Booth: Its poor positioning will be addressed, and recommendations for a more strategic and functional location will be provided.
- ◆ Dee Pardee Building & Freeman Building: We will assess the existing swamp coolers and incorporate recommendations for modern HVAC systems, aligning with PFD's desires.
- ◆ Prescott PD Evidence Building: We will confirm its impending vacancy and plan for its adaptive reuse.
- ◆ Stables: The need for a complete redesign, addressing awkward gate openings and slope issues, will be a key focus, handled by the breadth of our equine practice, which has experience building stables around the country.

Natural Impacts and Usable Acreage Determination: We will identify and map natural constraints such as rock outcroppings, open space designations, flood plains (including natural springs in/near the grandstands), stormwater runoff patterns, and soil conditions. This analysis will be crucial in accurately determining the usable acres within the 43-acre site.

ADA Accommodation Assessment: A detailed audit of all existing facilities and access routes will be conducted to identify deficiencies in ADA compliance. This will include, but not be limited to, the ADA parking on Rodeo Drive, ensuring not only accessible parking but also an accessible route to all amenities.

ARCHITECTURAL VISION AND MASTER PLAN DEVELOPMENT – Utilizing the Pre-Design Investigation materials gathered and produced by the team, we will develop 2-3 preliminary overall master plan concepts which will be refined during the process into one preferred master plan which will show proposed new facilities, amenities and features listed in the project scope. The master plan will include:

- ◆ Site boundaries and constraints
- ◆ Roads, drives, parking and service areas
- ◆ Project phasing concepts
- ◆ Locations for the proposed structures/facilities
- ◆ Natural features of the site
- ◆ Basic explanatory notes and project information



Concurrent with the development of the Master Plan options, we will develop single line floor plan diagrams that will consist of basic “thumbnail” sketches or diagrams of possible layouts for the program components identified. These diagrams will show basic functionality and will help determine a conceptual footprint for the proposed facilities on the master plan and will be further refined during Concept Design phase.

The design team will conduct a Presentation of the Architectural Program and Master Plan to Town Council, Town Commissions, and other stakeholder groups as requested by Prescott and PFD.

FINAL SUBMITTAL AND PRESENTATION – The culmination of our efforts will be a comprehensive and actionable Master Plan, presented in a clear, compelling, and professional manner. A professionally prepared document will combine the final design drawings with a detailed narrative explaining the design rationale, programmatic elements, and overall vision for the Rodeo/Fairgrounds. Based on the elements identified in the Final Master Plan, we will provide a conceptual-level opinion of probable costs. This will be a "rough order of magnitude" estimate, providing the City with a foundational understanding of the financial commitment required. We will research and provide a list of potential funding avenues, including grants, public-private partnerships, and other innovative financing strategies, to assist the City in realizing the Master Plan.

SCHEDULE AND PRICE

DURATION	ACTIVITY
Kick-off of Pre-Design Activities — 1 Day	
1 Day	Virtual Kick-Off Coordination Meeting
Project Context / Site Assessment — 3 Weeks	
1-2 Days	Current State Operations and Facility Assessment
3 Weeks	Develop existing conditions base drawings, prepare executive summary report
Public Engagement / Visioning + Alignment — 3 Weeks	
1-2 Days	Project Visioning and Alignment Workshop - Community Meeting #1
3 Weeks	Prepare executive summary report and prepare for programming interviews
Program Development — 5 Weeks	
1-2 Days	Programming Interviews with Stakeholders - Community Meeting #2
3 Weeks	Design team document interview notes, preliminary construction cost estimate
1 Day	Meeting to present draft program and preliminary cost estimate summary
2 Weeks	Refine program and preliminary construction cost estimate summary
Architectural Vision and Master Plan Development — 6 Weeks	
1 Day	Architectural Visioning - Community Meeting #3
3 Weeks	Develop design/materials for next meeting
1 Day	Architectural Vision Meeting
3 Weeks	Development of Report/Presentation of Final Master Plan Design with Narrative



**Scan QR Code for
a more detailed
project timeline!**

Optional Additional Service:

Once a master plan has been developed, CSL International has offered options of different scope and pricing for the City to consider:

- ◆ Economic Impact Study = \$60,000
- ◆ High-Level Guidance = \$30,000

Scan QR code for more details.

GH2 has based our fee proposal on the Request for Proposals (“RFP”) for Architecture & Engineering Services and received on May 18, 2025. The Project includes design of a master plan for rodeo/fairgrounds for the City of Prescott, located at 531 Fairgrounds Ave, Prescott, AZ 86305. We have based our fee proposal upon the scope of the services outlined in the RFP as well as the preliminary site visit on June 3, 2025.

Our proposed stipulated sum fee is one hundred forty five thousand five hundred and fifty nine dollars (\$145,559) for services for master plan design.

STANDARD HOURLY RATES

Principal	\$250.00	Landscape Designer II	\$122.00
Specialty Practice Leader	\$230.00	Landscape Designer I	\$115.00
Associate Principal	\$202.00	Interior Designer III	\$162.00
Sr. Project Manager / Sr. Architect	\$194.00	Interior Designer II	\$152.00
Project Manager	\$168.00	Interior Designer I	\$132.00
Architect III	\$175.00	Interior Design Intern III	\$129.00
Architect II	\$162.00	Interior Design Intern II	\$122.00
Architect I	\$141.00	Interior Design Intern I	\$115.00
Intern Architect III	\$132.00	Construction Administration Specialist	\$151.00
Intern Architect II	\$132.00	Construction Cost Specialist	\$132.00
Intern Architect I	\$124.00	Draftsman III	\$132.00
Landscape Architect III	\$162.00	Draftsman II	\$124.00
Landscape Architect II	\$152.00	Draftsman I	\$116.00
Landscape Architect I	\$132.00	Graphic Designer	\$106.00
Landscape Designer III	\$129.00	Administrative	\$94.00
		Clerical	\$79.00

FORM C – BID CERTIFICATION



Rodeo/Fairgrounds Master Plan

Company Name: GH2 Architects, LLC

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

Addendum Number One

June 10, 2025

Addendum Number Two

July 17, 2025

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 C – Bid Certification
3. Form D – Certificate of Non-Collusion
4. Form E – Certificate of Ownership
5. 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 24th day of July 2025.

Signature

(480) 699-1945

Phone Number

Robert Wadsack

Written Name

rcw@gh2.com

Email Address

City of Prescott Public Works Department

Gwen

Rowitsch

Digitally signed by Gwen Rowitsch
Date: 2025.06.11 10:56:20 -07'00'

Gwen Rowitsch, Public Works Director

Date

Acknowledgement: (must be signed and turned in with the bid documents)

GH2 Architects, LLC

Company Name



Signature of Company Official

July 24th, 2025

Date

City of Prescott Public Works Department

Gwen
Rowitsch

Digitally signed by Gwen
Rowitsch
Date: 2025.07.17 10:56:54
-07'00'

Gwen Rowitsch, Public Works Director

Date

Acknowledgement: (must be signed and turned in with the bid documents)

GH2 Architects, LLC

Company Name



Signature of Company Official

July 24th, 2025

Date

FORM D – CERTIFICATE OF NON-COLLUSION



Rodeo/Fairgrounds Master Plan

Company Name: GH2 Architects, LLC

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 24th day of July 2025.

A handwritten signature in black ink, appearing to read "Robert Wadsack", is written over a horizontal line.

Signature

(480) 699-1945

Phone Number

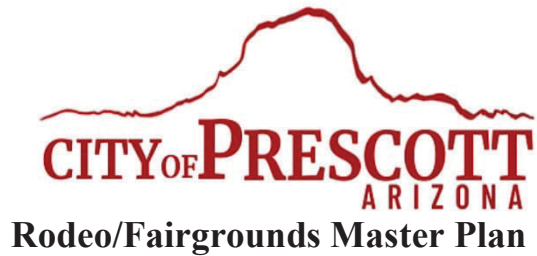
Robert Wadsack

Written Name

rcw@gh2.com

Email Address

FORM E – CERTIFICATE OF OWNERSHIP



Company Name: GH2 Architects, LLC

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 24th day of July 2025.

Signature

(480) 699-1945

Phone Number

Robert Wadsack

Written Name

rcw@gh2.com

Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES



Company Name: GH2 Architects, LLC

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 Attachment 1 to this Bid Form F, 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 three (3) clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services.

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, 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 24th day of July 2025.



Signature

(480) 699-1945

Phone Number

Robert Wadsack

Written Name

rcw@gh2.com

Email Address

Project Schedule

Project Name: Prescott Fairgrounds Master Plan

Project #: 20250158

Sept 9, 2025



Activity Name	Start Date	Finish Date	2025												2026																							
			Oct				Nov				Dec				Jan				Feb				Mar				Apr				May				Jun			
			05	12	19	26	02	09	16	23	30	07	14	21	28	04	11	18	25	01	08	15	22	01	08	15	22	29	05	12	19	26	03	10	17	24	31	07
Pre-Design Activities	10/7/25	10/7/25																																				
Kick-off Coordination Meeting	10/7/25	10/7/25	10/7/25																																			
Project Context	10/14/25	11/7/25																																				
Current State Operations and Facility Assessment	10/14/25	10/14/25	10/14/25																																			
Current State Documentation	10/20/25	11/7/25																																				
Visioning and Alignment	11/10/25	12/10/25																																				
Project Visioning and Alignment Workshop with Steering Committee	11/10/25	11/14/25																																				
Community Meeting #1	11/10/25	11/14/25																																				
Prepare Draft and Prepare Programming Interviews	11/17/25	12/5/25																																				
Review Meeting	12/10/25	12/10/25	12/10/25																																			
Program Development	12/15/25	1/30/26																																				
Program Interviews with Stakeholders with Steering Committee	12/15/25	12/19/25																																				
Programming Interviews with Stakeholders - Community Meeting #2	12/15/25	12/19/25																																				
Developing Draft Program and Preliminary Construction Cost Estimate Summary	12/22/25	1/9/26																																				
Meeting to present Draft Program and Preliminary Construction Cost Estimate Summary	1/12/26	1/16/26																																				
Refine Program and Preliminary Construction Cost Estimate Summary	1/19/26	1/30/26																																				
Issue Updated Program and Preliminary Construction Cost Estimate Summary for Review	1/30/26	1/30/26	1/30/26																																			
Architectural Vision and Master Plan Development	2/2/26	6/15/26																																				
Architectural Visioning Meeting with Steering Committee	2/2/26	2/6/26																																				

Project Schedule

Project Name: Prescott Fairgrounds Master Plan

Project #: 20250158

Sept 9, 2025

[illegible]

September 8, 2025

Scott D. Balck
Capital Project Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Sent via email to scott.balck@prescott-az.gov

RE: Rodeo/Fairgrounds Master Plan – Additional Services Scope of Work for CSL

Dear Mr. Balck,

As requested we are including further information on the additional services for the City of Prescott's consideration in our forthcoming master planning effort for the Prescott Rodeo/Fairgrounds project. The following would be performed by CSL, our economic feasibility consultant

- Economic Impact Study completed by CSL = \$60,000
 - Existing inventory of event space at the Prescott Rodeo and how those spaces are currently being utilized.
 - Opportunities for growing event activity and attendance levels and the extent to which this is possible, including:
 - Additional attendance and price points for admission, premium seating, food & beverage service, merchandise sales and other revenue streams.
 - Additional events that could be considered on dates outside of the Rodeo including other rodeo/roughstock events, equestrian/livestock shows, open riding or other private rentals, concerts/festivals and other such events.
 - Price sensitivity analysis through market research into various seating experiences and admission prices.
 - Market opportunities for generating incremental revenues through sponsorships, naming rights, advertising and other streams.
 - The impact on financial operations at the Rodeo, including a comparative analysis if multiple scenarios for development are considered.
 - Case study development of comparable rodeo venues, market research and other analysis to provide substantiation to recommendations for future development.
 - Includes all professional fees and expenses for three visits to Prescott over the course of the study.
- High-level guidance by CSL = \$30,000
 - One kick-off visit with stakeholder engagement meeting and virtual ongoing meetings with the client group
 - Limited market research of local market conditions
 - Competitive/comparable facility analysis and industry trends and characteristics to inform phasing recommendations and financial projections by CSL
 - Includes all professional fees and expenses for one site visit to Prescott for the kick-off and initial stakeholder engagement process.

Mr. Balck
September 8, 2025
Page 2 of 2

These additional services have been included in the proposed schedule if desired. Please let us know if you have any questions or if further information is needed.

Sincerely,
GH2 Architects, LLC



Robert Wadsack, AIA
Principal
rcw@gh2.com

cc:
Project File
Kala Ade
Martha Mitchell

Rodeo – Fairgrounds Master Plan

Michael Morris
Deputy City Manager

Contract with GH2 Architects per
the completed RFP for a Design
Firm Consultant.



Master Plan Steering Committee

January 28, 2025

- City Council provided direction for the City Manager to create a Master Plan Steering Committee
 - Two members from the adjacent neighborhood
 - Two members from the Rodeo (Prescott Frontier Days)
 - One member from other Rodeo Grounds users
 - Two City staff

Master Plan Steering Committee

April

- The Committee was provided with a draft RFP for a Master Plan Design Consultant for review and discussion.
- Discussed the development of a long-term vision for a city-owned property, emphasizing community engagement and collaboration
- Discussed the balance between preserving the rodeo's heritage and minimizing neighborhood impact.

Master Plan Steering Committee

May

- The Committee reviewed the draft RFP for a design consultant.
- Some revisions were made to the draft to provide more clarity.
- The final draft was approved and was advertised for submissions by qualified design consultants.
- The Committee reviewed examples of seven other Rodeo facilities across the west for comparison on the types of amenities within the facility and impacts on adjoining neighborhoods.

Master Plan Steering Committee

June

- A pre-proposal meeting was held to allow potential proposers to hear the details of the RFP and ask any questions prior to their submission of proposals.
- The meeting was attended by representatives of the Master Plan Steering Committee.

Master Plan Steering Committee

July

- The Master Plan Steering Committee did not meet in July due to the Rodeo.
- Submissions to the RFP were due July 25th.
- Five submissions were received, however, one was disqualified due to lack of submission of all the required material.

Master Plan Steering Committee

August

- The Committee received four proposals to the RFP.
- The Committee was advised of the procurement process.
- The Committee Members were given copies of the proposals and scoresheets.
- All Committee representatives submitted scoring of the proposals by the required deadline of August 29th.

Master Plan Steering Committee

September

- The Steering Committee reviewed the ranking of proposals from firms that responded to the RFP.
- The Committee agreed to move forward with a contract for the highest ranked firm – GH2 Architects.
- Committee and staff recommend approval of the contract to GH2 Architects for development of the Master Plan.

Next Steps – Upon Approval of the Contract



Public Engagement

- Stakeholder Meetings
 - Rodeo
 - Neighborhood
 - City
 - Other site users.
- Open community meetings.



Site Assessment

- Current Conditions
- Natural Impacts
- ADA Compliance
- Usable Acreage Analysis



Conceptual Design

- 30% Concept Design
- 75% Concept Design
- Input sessions at both design stages.



Final Master Plan

- Final Conceptual Design
- Budget Estimates
- Phasing Plan
- Potential funding opportunities or mechanisms
- Tentatively – June 2026.

