

# City of Prescott

## City Council - Voting Meeting



April 28, 2026 | 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.

**This Agenda was Amended at 11:30 a.m. on Monday, April 27, 2026 Removing Former Item 9.G.**

#### 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. **ROLL CALL**
3. **INTRODUCTIONS / ANNOUNCEMENTS**
4. **INVOCATION - Rabbi Susan Schanerman with Temple B'rith Shalom**
5. **PLEDGE OF ALLEGIANCE - Mayor Rusing**
6. **PROCLAMATIONS**
  - A. General U.S. Grant Camp #3 - America250
  - B. Economic Development Week - May 4-8
7. **PRESENTATIONS**
  - A. Presentation to Matt Gonzalez the 2025 Firefighter of the Year.
  - B. Light the World Magic Giving Machine Report for 2025 Event
  - C. Council Recognition - Dennis Houser Day
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
- Call to the public shall not be used to address the Council on current or pending legal matters by a party or their representative.

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.J.

- A. Approval of Meeting Minutes from the April 9, 2026 Open Meeting Law Training, the April 14, 2026 Executive Session, the April 14, 2026 Study Session, the April 14, 2026 Voting Meeting, and the April 21, 2026 Special Study Session.
- B. Adoption of Resolution No. 2026-1979 Updating the Council Rules of Procedure to Include a Council Virtual Attendance Policy.
- C. Approval of City Contract No. 2026-084A1, an Amendment to City Contract No. 2026-084 with Fann Environmental, LLC for Five (5) Project Improvements to the Sundog Wastewater Treatment Plant in the Amount of \$601,301.00. Funding is Budgeted & Available in the Wastewater Fund.
- D. Approval to Auction Items at Surplus Auction.
- E. Approval of City Purchase Order No. 2260609 with Safeware, Inc. Utilizing the Cooperative Contract #159469 with OMNIA for the Purchase of a Portable X-Ray Scanner Used to Detect Explosive Devices in the Field in the Amount of \$87,382.69. Funding is Budgeted & Available Through Public Safety Sales Tax Initiative Funds.
- F. Approval of City Contract No. 2026-191 for the Purchase of One (1) EZ Liner Model TSALC023 (Arapahoe) Truck Mounted Striping Machine from EZ Liner & Arrow Striping Equipment Using Sourcewell Contract No. 050625-EZL, in the Amount of \$467,585.40. Funding Is Available in the Streets Fund.
- G. Approval of City Purchase Order No. 2260612 with Arizona Furnishings Utilizing the Cooperative Contract #CTR067398 with the State of Arizona for the Purchase of Office Furnishings for the Library's Technical Services Workroom in the Amount of \$66,778.96. Funding is Budgeted & Available through Yavapai County Free Library Tax Levy Contribution.
- H. Adoption of Resolution No. 2026-1982 Dissolving the Workforce Housing Committee.
- I. Approval of City Contract No. 2026-192 with HR Green for Professional Services for the General Plan Updates as Recommended by the Council Subcommittee for General Plan Review.
- J. Approval of City Purchase Order No. 2260613 for Reimbursement to Keystone at Prescott, LLC, in the Amount of \$111,347.53 for 18-inch Ductile Iron (DIP) CL350 Water Line Construction (City Contract No. 2023-003). Funding is Available in the Water Fund.

## 10. CONSENT ORDINANCE

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

- A. Adoption of Ordinance No. 2026-1942 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 AN UNDERGROUND UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY (APS) FOR NEW UTILITY SERVICE ON CITY PROPERTY, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID UNDERGROUND UTILITY EASEMENT**

## 11. REGULAR AGENDA

- A. **WSA26-007**: A Water Service Application Submitted by Michael Taylor Architects. Location: 130 N Cortez Street, APN 113-15-105A.

**Recommended Action: MOVE to approve or deny WSA26-007**

## 12. QUARTERLY COUNCIL LIAISON BCC UPDATES

## 13. 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 4/27/26 at 11:30 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

*Sarah M. Thornhill*

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Sarah M. Thornhill, City Clerk



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: City Clerk  
ITEM #: 9.A  
SUBJECT: Approval of Meeting Minutes from the April 9, 2026 Open Meeting Law Training, the April 14, 2026 Executive Session, the April 14, 2026 Study Session, the April 14, 2026 Voting Meeting, and the April 21, 2026 Special Study Session.

## ITEM SUMMARY

This item is for the approval of the April 9, 2026 Open Meeting Law Training, the April 14, 2026 Executive Session, the April 14, 2026 Study Session, the April 14, 2026 Voting Meeting, and the April 21, 2026 Special Study Session. 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. April 9, 2026 Open Meeting Law Training Minutes
2. April 14, 2026 Executive Session Minutes
3. April 14, 2026 Study Session Minutes
4. April 14, 2026 Voting Meeting Minutes
5. April 21, 2026 Special Study Session Minutes

# City of Prescott

## City Council - Workshop Meeting



April 9, 2026 | 1:00 PM  
201 N Montezuma Street  
Council Chambers, 1st Floor  
Prescott, AZ 86301

### MINUTES

#### 1. CALL TO ORDER

Mayor Rusing called the meeting to order at 1:04 p.m.

#### 2. ROLL CALL

Cathey Rusing - Mayor  
Lois Fruhwirth - Mayor Pro Tem  
Mary Frederickson - Councilwoman  
Ted Gambogi - Councilman  
Jim Garing - Councilman  
Patrick Grady - Councilman  
Jay Ruby - Councilman

#### 3. DISCUSSION

- A. Presentation & Discussion From the City Attorney, City Clerk & Human Resources Offices for Council and All City Boards, Committees & Commissions Regarding Open Meeting Law, Conflict of Interest, Council Rules of Procedure, BCC Code of Conduct, Harassment & Public Records Request Law.

Human Resources Director Branden Nunez provided a presentation regarding respectful workplaces and the importance of remaining in legal compliance and policy as well as meeting the city's expectations for the city's culture. He reviewed the city's Sexual Harassment, Anti-Discrimination, Harassment and Hostile Work Environment policies.

##### A Respectful Workplace is Free From:

- \* Offensive jokes, slurs or name calling
- \* Physical assaults or threats
- \* Intimidation
- \* Offensive objects or pictures
- \* Interference with work performance
- \* Rude gestures

##### Final Takeaways:

- \* Lead by example
- \* Set the bar high by creating a respectful culture
- \* All employees should be welcomed and enabled to thrive based on their diverse backgrounds
- \* Don't fail to act

Mayor Rusing asked about the BCC members being covered by the city's risk/insurance pool with DNO coverage.

City Attorney Joseph Young confirmed. Everyone within the organization, as long as it is part of city business, is covered.

Mr. Young continued the presentation with the city's Open Meeting Law, Conflicts of Interest, etc.

#### Open Meeting Law:

- \* Government action should be done in public
- \* Official deliberations and proceedings conducted openly
- \* Maximize public access and availability - participation is not required unless it is a public hearing
- \* Any uncertainty resolved in favor of openness
- \* Notice requirement is one of the most important components of open meeting law
- \* All public bodies must comply - Council, standing committee, subcommittee, special committee, advisory committee, etc.

#### What is a Meeting:

- \* Gathering in person or through technological devices of a quorum of the public body - discuss, propose, deliberate or take legal action
- \* Without a quorum - don't conduct the meeting, discussions and presentations should be rescheduled

#### Notice & Agenda:

- \* Notice must inform when and where the public body will meet
- \* Contain adequate information to inform the public of matters to be discussed
- \* May not use topics such as "old business" or "new business"
- \* Prescott combines notices/agendas
- \* Minimum of 24-hour notice is required

#### Exceptions:

- \* Can recess and resume a properly noticed meeting to a later date by making an announcement at the meeting and describing what agenda items will be covered
- \* Actual emergencies

#### Executive Sessions:

- \* Require prior consent of the city attorney
- \* Does require a vote to enter into and quorum of the body
- \* Seven legal reasons for convening into Executive Session - personnel matters, discussion of confidential information, legal guidance from city's attorneys, discussion of settlement, contract or property negotiations
- \* These are conducted in private before legal action can be taken
- \* Who may attend - any member of the body, persons subject to personnel discussions, auditor general, individuals whose presence is reasonably necessary in order for the public body to carry out its executive session responsibilities

- \* Pitfalls - what happens in Executive Session stays in Executive Session, failure to advise persons about confidentiality requirement which is mandatory, take legal action (all votes must be done in public)

#### Circumvention:

- \* Cannot use any device to circumvent the law
- \* Splintering the quorum - serial communications, polling, hub and spokes, daisy-chaining
- \* Prohibited two-way communication - discussing, deliberating, taking legal action, back and forth among a quorum on a matter that could foreseeably come before the board
- \* Prohibited one-way communication - proposing legal action, "propose" means to "put forward for consideration/discussion/adoption", only takes one person to propose legal action, cannot propose legal action outside of a noticed meeting

#### Staff Emails:

- \* Staff may send emails to all board members
- \* Passive receipt of information does not violate open meeting law
- \* Do not reply all
- \* Staff may not send opinion or substantive communication about board business from a board member to enough other board members to constitute a quorum

#### Internet & Social Networking:

- \* Blogs and social media like Facebook can present the same issues as email among board members
- \* If a quorum of members is discussing board business using any technological means, a meeting may result
- \* This type of communication may be considered a virtual meeting, requiring notice and access to technological equipment as it was discussed in the virtual meeting opinion
- \* This type of communication results in the creation of electronic public records which must be maintained, preserved and produced upon request

#### Meeting Etiquette:

- \* Don't pass notes or texts
- \* Whispering to fellow board members
- \* Privately use modern technology
- \* Quorum talking to individuals before the meeting officially starts or after the meeting officially ends

#### Social Events; Public Forums/Speeches & Community Events:

- \* If a quorum may be present - courtesy agenda is posted, include statement that no business of public body will be discussed and no action will be taken
- \* If a quorum may be present when one or more Council members plan on speaking or discussing city business with those in attendance - special meeting Agenda must be posted and include a description of the general topic or topics to be discussed and that no action will be taken

#### Public Rights:

- \* Has the right to attend, listen, tape record, videotape
- \* Does not have the right to disrupt or participate

Penalties:

- \* Mandatory nullification of business transacted
- \* Civil penalties between \$500-\$2,500
- \* Equitable relief
- \* Attorney's Fees

City Clerk Sarah Thornhill continued the presentation and provided information regarding public records and public records requests.

Public Records:

- \* Any record in the custody of a government entity that has a substantial nexus to government activity is presumed a public record
- \* Public has the right to view these records and receive a copy for a fee
- \* Arizona imposes a presumption in favor of disclosure of public records
- \* When public disclosure and access is outweighed by confidentiality, privacy of the best interest of the state it may be exempt from release
- \* Records reasonably necessary to provide an accurate accounting of their official activities and of any government funded activities
- \* "Other matters" include documents held by the public officer in his or her official capacity and in which the public's interest in disclosure outweighs the governmental interest in confidentiality
- \* All records made or received by public officials or employees in the course of their duties are property of the city; officers are responsible for preserving, maintaining and caring for the public records within their office
- \* The cloak of confidentiality may not be used to save an officer or public body from inconvenience or embarrassment.

Mr. Young continued with a discussion regarding Conflict of Interest Law, ARS 38-501 through 511.

Applicability:

- \* All public officers
- \* All public employees
- \* Substantial Interest - any pecuniary or proprietary interest, either direct or indirect, other than a remote interest; generally any interest that affects your financial or property interests
- \* Identifying Conflicts - will my decision have a positive or negative impact on my interest or that of my relatives, do I have monetary or ownership interest in this matter, is my interest other than one of the designated remote interests
- \* If you have a substantial conflict - refrain from voting on or participating in the decision, make the conflict known in the official record, leave the table or room
- \* Remote Interest - financial and property interests deemed to be so minor as to not trigger the reporting and non-participation requirements; may still vote and participate in discussions

Remedies & Penalties:

- \* Contracts are voidable

- \* Affected person may sue
- \* Court may assess attorneys' fees and costs
- \* Forfeiture of office
- \* Felony or misdemeanor

Ms. Thornhill continued with a review of the City Charter, Council Rules of Procedure and BCC Code of Conduct which outline how the Council and Boards, Commissions and Committees should conduct themselves and how meetings should be handled.

Fundamental Principles:

- \* One thing at a time
- \* One person speaks at a time
- \* Rules are self enforced
- \* Members have equal rights, privileges and obligations
- \* Generally, a motion starts the discussions, but not under open meeting law

Councilman Gambogi commented that he would like to see more strict adherence to Robert's Rules of Order. He asked about the chair being allowed to make motions versus not, parliamentary procedure doesn't allow it but the Charter does.

Mr. Young commented that Robert's Rules can be difficult to apply to cities because of some more strict regulations versus different charter provisions. Typically, in Robert's Rules a motion generally starts the discussion rather than ends it but that isn't appropriate as it relates to open meeting law.

Councilman Grady commented that it isn't common practice to get a motion/second, then vote; it is more common that there is a motion/second and then discussion.

Mayor Rusing agreed.

Mr. Young reviewed where the Charter deviates from Robert's Rules of Order.

Committee members addressed the Council and staff commenting that there should be discussion after a motion/second, as well as the Mayor and/or Chair not making motions.

Ms. Thornhill stated that all of the BCC Members will be receiving their new member information and if they have questions, they can contact the Clerk's Office.

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

**4. ADJOURNMENT**

There being no further business to discuss, Mayor Rusing adjourned the meeting at 2:32 p.m.

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CATHEY RUSING, Mayor

ATTEST:

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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 April 9, 2026. I further certify the meeting was duly called and held and that a quorum was present.

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Sarah M. Thornhill, City Clerk



# City of Prescott

## City Council - Executive Session Meeting

April 14, 2026 | 9:00 AM  
201 N Montezuma Street  
Executive Conference Room  
Prescott, AZ 86301

### MINUTES

#### 1. CALL TO ORDER

Mayor Rusing called the meeting to order at 9:01 a.m.

#### 2. ROLL CALL

Cathey Rusing - Mayor

Lois Fruhwirth - Mayor Pro Tem (Arrived at 9:05 a.m.)

Mary Frederickson - Councilwoman

Ted Gambogi - Councilman

Jim Garing - Councilman

Patrick Grady - Councilman

Jay Ruby - Councilman

#### 3. CALL TO ENTER EXECUTIVE SESSION

**MOTION BY COUNCILMAN GAMBOGI TO CONVENE EXECUTIVE SESSION;  
SECONDED BY COUNCILWOMAN FREDERICKSON: PASSED (6 - 0) MAYOR PRO  
TEM FRUHWIRTH ARRIVED AFTER THE VOTE**

#### 4. LEGAL MATTERS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 9:00 AM on Tuesday, April 14, 2026, in the Executive Conference Room for the purpose of deciding whether to go into executive session. If authorized by a majority vote of the Prescott City Council, the executive session will be held immediately after the vote and will not be open to the public. The agenda for the meeting is as follows:

A. Discuss & Consult with the City's Attorneys and Necessary City Employees Regarding Negotiations for a Potential Purchase of Property for Open Space, Pursuant to A.R.S. § 38-431.03(A)(7).

B. Discuss & Consult with the City's Attorneys for Legal Advice and to Consider the City's Position and to Instruct its Attorneys and Necessary City Employees Regarding an Annual Litigation Update, Pursuant to A.R.S. § 38-431.03(A)(3 and 4).

C. Discuss & Consult with the City's Attorneys for Legal Advice and to Consider the City's Position and to Instruct its Attorneys and Necessary City Employees Regarding Possible Legal Consequences of Proposed Amendment to the City's Water Policy, Pursuant to A.R.S. § 38-431.03(A)(3 and 4).

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

None.

**6. ADJOURNMENT**

There being no further business to discuss, Mayor Rusing adjourned the meeting at 11:08 a.m.

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CATHEY RUSING, Mayor

ATTEST:

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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 April 14, 2026. I further certify the meeting was duly called and held and that a quorum was present.

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Sarah M. Thornhill, City Clerk

# City of Prescott

## City Council - Study Session



April 14, 2026 | 1:00 PM  
201 N Montezuma Street  
City Council Chambers, 1st Floor  
Prescott, AZ 86301

### MINUTES

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

Cathey Rusing - Mayor  
Lois Fruhwirth - Mayor Pro Tem  
Mary Frederickson - Councilwoman  
Ted Gambogi - Councilman  
Jim Garing - Councilman  
Patrick Grady - Councilman  
Jay Ruby - Councilman

#### 3. DISCUSSION

- A. Presentation & Discussion Regarding the Annual Departmental Overview of the Prescott Police & Fire Departments Including Goals & Objectives, Accomplishments, and Public Safety Infrastructure Tax Projects.

Police Chief Amy Bonney began the presentation to the Council regarding the Prescott Police Department. She recognized the department command staff and leadership. The Department Mission is to provide the highest level of service in collaborative effort with our community to protect life, property and the rights of all people. She added that the Department just received its renewed accreditation, additionally the Regional Communications Center is accredited and most recently the Property and Evidence Facility became accredited.

##### By the Numbers:

- \* Total Calls for Service - 48,731
- \* Officer Count - 80
- \* Citations - 8,054
- \* Arrests - 2,444

She reviewed the Department's budget and budgeted personnel.

##### Animal Control:

- \* Two staff members
- \* Animal Cruelty - 79
- \* Animal Bites - 114
- \* Dog Barking - 165

### K9 Unit:

- \* Cooper & K9 Officer Alltop - total deployments 39
- \* Benny & Bob and K9 Officer Million - total deployments 41

### Patrol:

- \* Total calls for service - 44,896
- \* Down 30 seconds in response times
- \* Total arrests made - 2,054
- \* Reports Generated
  - 678 Sex Offender Checks
  - 354 Lost and Found Reports

### S.W.A.T:

- \* Total Deployments - 35
- \* Call Outs - 31
- \* Special Events - 5
- \* Scene Mapping - 8

### Traffic Safety Section:

- \* Traffic collisions investigated - 1,029
- \* Parking citations - 3,599
- \* Parking warnings - 774
- \* Citations – 4,455
- \* Warnings - 7,158
- \* Traffic stops - 8,990
- \* DUI arrests - 268
- \* Speed & Aggressive Driving Details - 17
- \* DUI Task Force - 15
- \* Began last year with a commercial vehicle enforcement position

### Investigations:

- \* Search Warrants - 48
- \* Arrests - 46
- \* Sex Crimes
  - 22 sexual assault
  - 50 other sex offenses
  - 19 child sex exploitation

### Community Services:

- \* Bike patrols - 19
- \* Presentation & Community Education Events - 30
- \* Special Event details - 25
- \* School Resource Officers
  - Prescott High School
  - Granite Mountain Middle School
  - Mile High Middle School

### Records, Property & Evidence:

- \* Records Overview
  - 3,668 PRRs

- 303 Online Reports Submitted
- 1,730 Criminal History Inquiries
- \$8,599 fees collected
- 458 hours of redactions for 71 body cam footage requests
- \* Property & Evidence
  - 20,421 items held
  - 1,656 evidence requests
  - 47,012 total item requested
  - 1,232 items destroyed
  - 622.5 pounds of drugs incinerated

Training, Recruiting & Community Outreach:

- \* 4,210 hours of training hours
- \* 14 officers hired
- \* 10 professional staff hired
- \* Six testing processes
- \* 22 officers tested
- \* 12 recruitment social media posts
- \* 574 social media posts
- \* \$13,000 raised through Pink Patch events
- \* 16 neighborhood block watch presentations
- \* Two citizen academies
- \* 11 Pink Patch Events
- \* 61 total community events

Prescott Regional Communication Center:

- \* Operating Budget - \$4,885,083
- \* Budgeted Personnel 36, current personnel is 26
- \* Dispatch Services & Programs
  - Police: Prescott PD, Prescott Valley, Yavapai-Prescott Indian Tribe, and Yavapai College Police
  - Fire: Prescott Fire, CAFMA, Groom Creek Fire District, Walker Fire Protection Association, Skull Valley Fire District, and Yavapai County Fire Consortium (Williamson Valley, Bagdad, Mayer, Congress, Crown King, Southern Yavapai and Yarnell)
  - EMS Transport: Copperstate Ambulance
- \* Largest regional communication center in Yavapai County
- \* 195,311 calls handled inbound/outbound

Innovations in Policing:

- \* Leica RTC360 Laser Scanner
- \* Less Lethal Capabilities
- \* SRO/K9 Team
- \* Commercial Vehicle Officer

Public Safety Tax Initiative & Strategic Results:

- \* Land has been acquired for new police facility
- \* 15% design on the new building is done
- \* Expanded staffing programs with new police aid position and cadet program
- \* Improved service delivery and response through patrol realignment and

upgraded technology

- \* Maintained high standards and readiness with re-accreditation, stronger policies and specialized deployment

- \* Strengthened community trust and engagement through outreach programs and events

- \* Enhanced public safety with targeted DUI enforcement and high-visibility patrols

- \* Expanded youth and school engagement with school-based K-9 and education efforts

Councilman Gambogi complimented the Department for their work and being present without being loud.

Councilman Garing stated that he is impressed with the Prescott Police Department.

Councilman Grady asked about bike patrols and overall community services.

Chief Bonney responded that policing on bicycle is an effective way to address issues in downtown, as well as direct interaction with the public.

Mayor Rusing asked if the department shares the incinerator, and asked if the Chief has any suggestions related to better retention.

Chief Bonney responded that it is shared. Work-life balance and family is important, so the Department is working on creative solutions to create that for their officers and staff. Will continue to work to be competitive with other departments.

Mayor Pro Tem Fruhwirth broke down the numbers provided by Chief Bonney and highlighted how busy the department really is.

Councilwoman Frederickson asked if the accreditation for Property & Evidence looked forward to the new facility.

Chief Bonney responded that it did not, but the Department's policies and practices are sound and ensure success. Additionally, when the next accreditation cycle comes, they will likely be in the new facility.

Councilman Ruby commented that people do feel safe in this community. He asked what percentage of officers are able to or do own homes in Prescott.

Chief Bonney responded that she doesn't have those numbers. However, most owned prior to 2010 and a vast majority cannot afford to live in Prescott if they didn't already.

City Manager Dallin Kimble added that citywide, only 40% of city employees live within the city limits.

Fire Chief Holger Durre continued by providing a presentation regarding the

Prescott Fire Department. He began by recognizing command staff and administrative staff.

#### Department Overview:

- \* Total employees - 93
  - Seven in Office of the Chief
  - Five in Community Risk Management
  - 59 in Emergency Operations
  - Two in Essential Services
- \* Operating budget - \$17,987,497
- \* Capital budget - \$26,942,550
- \* Current stations - 5 (one new station coming)
- \* 42 square miles of service area

#### Division Overviews:

- \* Core Identity - community first, courage, grit & duty, driven by excellence
- \* Vision - we are a community partner that instills pride, supports our people, leads the region and proactively solves public safety challenges
- \* Mission - we enhance the quality of life in Prescott by mitigating the community's risk through service, excellence and compassion
- \* Values - integrity, professionalism, compassion, trust, collaboration, leadership, competence, innovation, ownership and fun

#### Office of the Chief:

- \* Grants - secured several grants
- \* Innovation Technology - implemented the Honeywell G2 fire station alerting system to reduce response times
- \* Fire Station Progress - initiated funded fire station projects with land procurement and design
- \* Succession - promoted new Operations and Battalion Chief
- \* Data Analytics - implemented a data dictionary and expanded dashboards for consistent data analysis
- \* Compliance and Recordkeeping - transitioned to new Records Management System and new National Emergency Response Information System for reporting
- \* Achieved re-accreditation - using a joint Community Risk Assessment/Standards of Cover (CRA/SOC)

#### Emergency Operations:

- \* Percentage of firefighters working no more than 400 hours overtime annually - 80.7%
- \* Percentage of responses provide within turnout time benchmarks - 81%
- \* Number of aircraft rescue firefighting calls for service provided (commercial and general) - 33
- \* Percentage of cardiac arrest patients discharged from hospital with no neurological deficits - 11.3%
- \* Optimized response - implemented regional tiered dispatching and EMD with PRCC to provide immediate caller instructions and optimize unit deployment
- \* EMS and clinical excellence - established integrated cardiac arrest survival tracking with YRMC/AMR; launched national CQI chart review system;

graduated six paramedics

- \* Health and safety culture - achieved 100% NFPA 1582 medical compliance; provided esophageal cancer screenings; conducted third-party air quality testing and adopted on-scene decontamination policies

- \* Leadership development - redesigned captain's meetings

- \* Community engagement - delivered coordinated cross-training with regional community partners

#### Community Risk Management:

- \* Code and policy modernization - adopted the 2024 Fire Code and updated the fee schedule, aligning regional development and enforcement with ARS

- \* Emergency preparedness - launched new citywide emergency notification system, finalized the 2025 Continuity of Operations, Debris Management and emergency operations plans through a new Emergency internship

- \* Wildfire resilience - conducted extensive technical research and stakeholder engagement in preparation for the 2024 International WUI Code adoption

- \* Operational growth - hired a new Plans Reviewer/Inspector using Prop478 funding and implemented a rapid refueling process at PRC for defense and emergency aircraft

- \* Strategic partnerships - strengthened regional collaboration with YCOEM, PVOEM, CAFMA and YCCA to enhance community risk mitigation and resource sharing

#### Essential Services:

- \* Fleet and infrastructure - commissioned nine new apparatus, and an SCBA compressor; ordered six additional units and finalized the design/procurement phase for a new training tower

- \* Facility health and safety - installed direct exhaust capture systems department-wide and air curtains at Station 73 & 74; relocated turnout storage to eliminate contaminant exposure in apparatus bay

- \* Recruitment and academy - tripled initial applicant counts through process adjustments and conducted two joint recruit academies for 15 personnel; implemented the comprehensive 2025 Training Plan

- \* Succession and leadership - finalized departmental "acting books" and certified 11 Acting Engineers and seven Acting Captains; launched the first formal organizational succession planning documents for resource development

#### 2026 Strategic Plan Update:

- \* Community and internal stakeholder feedback completely updated

- \* Updated Council Strategic Plan integrated

- \* Strategic Issues - all strategic results have been updated, goals and objectives have been added

- \* 2026 marks transition away from startup-style urgency to institutional stability

- \* Maturing into structure by replacing single points of dependency with coordinated process

- \* Milestones - goal completion at 70%, workforce evolution (40% of current workforce did not work in the department in 2023; 25 new positions were allocated) and operational success (progress with a 46% reduction in "force hires" and a 10% decrease in the impact of low-acuity calls)

#### Strategic Issues:

- \* Response, growth and infrastructure
- \* Resource and workforce stability
- \* Community wildfire risk
- \* Training and professional development
- \* Organizational communication
- \* Service delivery evolution

#### Strategic Result Updates:

- \* Reducing Risk (expand wildfire focus)
- \* Infrastructure Improvements (increased scope)
- \* Organizational Capacity (increased scope)
- \* Workforce Development
- \* Strategic Communication (increased scope)
- \* Performance Management

#### Critical Issues Ahead:

- \* Strengthening organizational capacity
- \* Employee development and training
- \* Strategic communications
- \* Wildfire risk adaptation

#### Standards of Cover Overview:

- \* First in the nation joint CRA/SOC
- \* Used in PFD and CAFMA successful accreditation applications
- \* More accurate representation of the closest-unity automatic aid system
- \* Unified response goals
- \* Enhanced coordination of capital improvements
- \* Significant force multiplier and cost savings

#### Response Time Overview:

- \* In city limits - fourteen minutes for moderate risk EMS, and eleven minutes for moderate risk fire suppression

#### Featured Program - Joint CRA/SOA:

- \* Innovative approach to CRA/SOA - developed in partnership with CAFMA
- \* Key Benefits - coordinated and efficient emergency response, tiered dispatching for optimal resource use, improved response times for community assistance
- \* Agencies agreed on response time targets and coordinated policies
- \* Led to successful independent peer reviews and accredited status

#### Featured Program - Station Alerting:

- \* Transition from manual legacy processes to a high-speed, automated internet-based network
- \* Key Capabilities - sub-second speed, automated voice alert and crew wellness
- \* Strategic benefits - faster response, dispatcher focus and precision
- \* Current status - optimization

Councilman Garing congratulated Chief Durre on having all of his positions filled.

Councilman Grady thanked the Department for their focus on being fire wise and preparation.

Chief Durre responded that the department is very proactive. However, neighborhoods have to be organized and there are a number of residences that are not covered by HOAs that is important for the department to look at.

Mayor Pro Tem Fruhwirth expressed her concern regarding the statistic on cardiac arrest going in the wrong direction and appreciates that the Department is focusing on that issue. She added that fire risk response time is making a big difference.

Councilwoman Frederickson asked if the department interacts with APS regarding their efforts to protect the community from wildfire.

Chief Durre responded that they are in ongoing communications with APS regarding their efforts to ensure that citizens are well-informed and prepared.

Councilman Ruby asked what kind of impact it would have on the department culture to have employees be able to live in the community.

Chief Durre responded that it would make a significant impact.

Finance Director Lars Johnson continued the presentation with an update on the Public Safety Tax Initiative (Prop478) summary. The tax became effective on July 1, 2025, details are all tracked individually and are available to view on the OpenGov Budget platform on the city website. Anticipate spending \$9.4 million in FY26 on capital projects and for the FY27 proposed budget \$37,423,000. Mr. Johnson also reviewed current capital estimates.

Mayor Pro Tem Fruhwirth commented that from a tax revenue standpoint, the city is exceeding what it had promised with regard to the tax.

Mr. Johnson confirmed and added that this is a big picture 10-year program and there are a number of variables to consider as well. Council has a number of options related to debt funding over the course of the next several fiscal years as well.

Member of the public Ken Fidyk addressed the Council regarding seeing a random polling of the departments about whether they would like to see more money versus focus on workforce housing.

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

#### **4. ADJOURNMENT**

There being no further business to discuss, Mayor Rusing adjourned the meeting at 2:51 p.m.

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CATHEY RUSING, Mayor

ATTEST:

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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 April 14, 2026. I further certify the meeting was duly called and held and that a quorum was present.

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Sarah M. Thornhill, City Clerk

# City of Prescott

## City Council - Voting Meeting



April 14, 2026 | 3:00 PM  
201 N Montezuma Street  
City Council Chambers, 1st Floor  
Prescott, AZ 86301

### MINUTES

#### 1. CALL TO ORDER

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

#### 2. ROLL CALL

Cathey Rusing - Mayor  
Lois Fruhwirth - Mayor Pro Tem  
Mary Frederickson - Councilwoman  
Ted Gambogi - Councilman  
Jim Garing - Councilman  
Patrick Grady - Councilman  
Jay Ruby - Councilman

#### 3. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Fruhwirth provided updates on the many community events taking place in the month of April for Water Awareness Month, Earth Day, National Library Week, the ongoing Rodeo/Fairgrounds Master Planning meetings and the annual Whiskey Off Road weekend.

She also recognized City Attorney Joseph Young for being recently recognized in the Local Gov 250 & National Academy of Public Administration's 250 Public Service Champion program, honoring 250 public servants who have had an exceptional impact on their communities.

#### 4. INVOCATION - Pastor Lehvi Minder with Alliance Bible Church

#### 5. PLEDGE OF ALLEGIANCE - Councilman Ruby

#### 6. PROCLAMATIONS

A. Earth Week 2026: April 16-22, 2026

Councilman Grady presented the Proclamation.

B. Stand with Me, Be Drug Free Week: April 20-24, 2026

Mayor Rusing presented the Proclamation.

C. National Library Week 2026: April 19-25, 2026

Councilwoman Frederickson presented the Proclamation.

## 7. OPEN CALL TO THE PUBLIC

A. Gary Stuart addressed the Council regarding Flock cameras and his contact with Senator Mark Finchem related to this matter. Citizens are not happy and there are thirteen private equity firms benefiting from money raised from these cameras, and facial recognition makes him feel unsafe and is an invasion of privacy.

B. Earl Duque addressed the Council regarding the scheduled meeting for the Master Plan being delayed to early June. That is not how this process was supposed to work. Data is being ignored which will increase the likelihood of a bad outcome, delaying meetings undermines the process and the data.

C. Michael Marchand addressed the Council regarding SR89 which has flipped from planning to execution. He asked the Council to look closely at design, flow, costs and schedule. They should trust but verify. He also encouraged a study into road closure limits.

D. Truly Bracken addressed the Council regarding environmental aspects of the Rodeo Master Plan being considered throughout the process. The existing basin is too small to remove the appropriate amount of runoff chemicals.

E. John Lutes addressed the Council regarding the construction of the Prescott Plaza Hotel, he is co-owner of Van Gogh's Ear Art Gallery adjacent to the project. Businesses like this are the allure to Prescott, and this project will negatively impact them even though there are positive aspects to the project. His big stop is the conversion of the public parking garage as a gift to the Prescott Plaza Hotel, they also have no site to stage construction on either.

F. Tony Hamer addressed the Council regarding "promises made, promises kept", he doesn't believe that the Council has a means of tracking their deliverables and priority projects. In early January Eye on Prescott presented an accountability tool to the Council, and are back as promised for their first quarter report. They did not share goals, metrics or key process indicators and therefore there is no way to measure performance. After reviewing campaign speeches and tracking their statements over the first quarter of the year. He stated that Councilman Ruby this week made a statement about the work he has done, but all other Council Members have defaulted on their promises.

G. Chad DeVries addressed the Council regarding a lack of transparency in the community and echoed the premise of "promises made, promises kept". Eye on Prescott is airing the meeting live for everyone to see, he recognized Councilmen Ruby and Gambogi for coming on their show and engaging directly with the public. He provided reviews of the members of the Council, they don't control the narrative the public does.

H. Levi Darby addressed the Council regarding postponement of the open meeting of the Rodeo Grounds Master Plan, he added that the consultants don't understand what is going on and didn't even include the Yavapai County Fair until this week.

I. Bonnie McMinn addressed the Council regarding a request to postpone the Stricklin Park meeting which is scheduled for April 15. She added that she drove to the site yesterday and the posted sign was just an 8.5x11 piece of paper on a stick, this is important.

J. Kenneth Goellner addressed the Council regarding his concern and opposition to flock camera system in the City of Prescott. He asked why there has not been a presentation regarding the cons of the system. He read from an email regarding the alleged violation of due process rights and privacy related to these systems.

## 8. **CONSENT AGENDA**

### **MOTION BY MAYOR PRO TEM FRUHWIRTH TO APPROVE CONSENT AGENDA ITEMS 8.A. THROUGH 8.E., EXCLUDING ITEM 8.D.; SECONDED BY COUNCILWOMAN FREDERICKSON: PASSED (7 - 0)**

- A. Approval of Meeting Minutes from the March 3, 2026 Special Study Session, the March 10, 2026 Study Session, the March 10, 2026 Voting Meeting, and the March 24, 2026 Special Council Meeting.
- B. Approval to Apply for and Accept Five (5) Arizona Governor's Office of Highway Safety Grants for Federal Fiscal Year 2027 as Follows: 1) \$42,000 for Impaired Driving; 2) \$42,000 for Police Traffic Services; 3) \$28,614 for Occupant Protection; 4) \$24,600 for Pedestrian and Bicycle Safety; and 5) \$9,279 for Accident Investigation. All Grants are Fully Funded by the Arizona Governor's Office of Highway Safety.
- C. Adoption of Resolution No. 2026-1981 Setting the Annual Policy for Contracts with City Officials and City Employees for 2026-2027.
- D. Approval of Appointment of Members to the Building Safety Advisory & Appeals Board and the Prescott Preservation Commission.

Councilman Gambogi commented that he pulled this item to inform everyone on who the appointees were.

City Clerk Sarah Thornhill read the names from the packet materials.

### **MOTION BY COUNCILMAN GAMBOGI TO APPROVE ITEM 8.D.; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (7 - 0)**

- E. **CSP26-001:** Proposed Comprehensive Sign Plan for the Ponderosa Professional Plaza for the Addition of a New 4ft x 6ft (24sf) Freestanding Directional Sign Within a Common Area of the Ponderosa Professional Plaza; Location: APN: 800-98-002U, 919 12th Place. Property Owner: Real Estate 12th Place. Applicant: Morgan Sign Company.
- F. Approval of City Purchase Order No. 2260597 with Musco Lighting using Sourcewell Project 199030, Contract Number 041123-MSL for Replacement of

Lights at Pioneer Park Hockey Rink in the Amount of \$192,000.00. Funds are Available in the Park Maintenance Operating Budget.

Mayor Rusing pulled this Item for further discussion and asked how tall the poles are going to be.

Deputy Recreation Services Director Tim Legler responded there will be four poles at 50 feet in height. There were multiple field visits related to this matter.

Members of the public Adrienne Carey and Stephanie Doss addressed the Council regarding the disarray of the rink as people who use it frequently. They encouraged the Council to approve all items that are brought forward.

**MOTION BY MAYOR PRO TEM FRUHWIRTH TO APPROVE ITEM 8.F.;**  
**SECONDED BY COUNCILMAN GRADY: PASSED (7 - 0)**

- G. Approval of City Purchase Order No. 2260583 with Drill Tech LLC for Emergency Repairs at Chino Well #5 in the Amount of \$83,190.23. Funding is Available in the Water Budget.

Councilman Ruby pulled this Item for further discussion. He stated that he did some research regarding the costs of this project and was concerned about pricing.

Utilities Manager Steven Olfers stated this was an emergency procurement project and there can be markup in those situations. He added that Drill Tech did the original drilling of the well. This is a pump that puts water back into the casing, and it needed to be repaired. Mr. Olfers added that getting this work done quickly for under \$100,000 is amazing and he is pleased that staff was able to address the issue quickly.

**MOTION BY COUNCILMAN GAMBOGI TO APPROVE ITEM 8.G.;**  
**SECONDED BY MAYOR RUSING: PASSED (7 - 0)**

**9. CONSENT ORDINANCE**

- A. **CONTINUED ITEM:** Adoption of Retroactive Ordinance No. 2026-1935 Associated with a Citizen Petition Received by the Council at the December 9, 2025 Voting Meeting and Submitted by Charles K. Thomas.  
**MOTION BY MAYOR RUSING TO ADOPT CONSENT ORDINANCE ITEM 9.A.;** **SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (7 - 0)**
- B. Adoption of Three (3) Ordinances Updating Bylaw Language in the Land Development Code Related to City of Prescott Boards, Committees, and Commissions as Follows: 1) Ordinance No. 2026-1939 (Planning and Zoning Commission); 2) Ordinance No. 2026-1940 (Prescott Preservation Commission); and 3) Ordinance No. 2026-1941 (Board of Adjustment).

Councilman Gambogi asked staff to provide general information regarding this item.

Planning Manager Alex Bramlette stated that this gets the LDC in alignment with the City of Prescott Code adopted by the Council.

City Clerk Sarah Thornhill confirmed and stated that the appendices in the land development code will now mirror the forming documents adopted by the Council earlier this year.

**MOTION BY COUNCILMAN GAMBOGI TO ADOPT CONSENT ORDINANCE  
ITEM 9.B.; SECONDED BY MAYOR RUSING: PASSED (7 - 0)**

**10. REGULAR AGENDA**

- A. **WSA25-060:** Water Service Application Submitted by Embry-Riddle Aeronautical University for a 16-Unit Campus Housing Project. Location: A Portion of APN 106-03-004, in T14N, R02W, Section 03, SE 1/4.

Water Resource & Environmental Services Manager Brian Ruiz provided a presentation to the Council regarding the water service application for new campus housing on the Embry-Riddle campus. Four residential buildings with sixteen total units, with an expected demand of 1.92 AF/year and .5 AF of landscape for a total of 2.62 AF/year. There is water within the budget for this project. He added that the plan does not include any real grass, just artificial turf.

Councilman Ruby asked about a good stormwater catchment system and stated that he would like to see Embry-Riddle set a good example for that with this project.

Embry-Riddle Facilities Director Brad Sinn addressed the Council regarding Councilman Ruby's statements. He stated that the school is interested in a stormwater catchment system, but they also have timelines for getting things done before the students arrive back on campus. They are looking into managing runoff and ensuring they meet their budget and timelines.

**MOTION BY COUNCILMAN GAMBOGI TO APPROVE WSA25-060;  
SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (6 - 0 - 1)  
COUNCILMAN RUBY ABSTAINING**

- B. **WSA25-037:** A Water Service Application Submitted by James R Griset. Location: 136, 138, and 140 Montezuma Street, APN 109-02-014A.  
**This Item was discussed after Item 10.C.**

Water Resource & Environmental Services Manager Brian Ruiz provided a presentation to the Council regarding the water service application for the project on S Montezuma Street. Total demand for 47-room hotel with two bars and meeting rooms is estimated at 5.6 AF/year, there is no proposed landscape component. WIS recommended forwarding by vote of 1-1-1. Mr. Ruiz added that there is sufficient water for this project in the budget.

Mayor Rusing commented that this is a controversial project in the community and there is a lawsuit related to the project as well. She asked the legal

department whether this should be postponed. She also asked if there could be a stipulation included regarding structural engineering.

City Attorney Joseph Young responded that even if the WSA is approved, the project will still have to go through a permitting process for their next steps. So the lawsuit does not prohibit a vote on the water at this time. There is no need to postpone a vote, nor a legal requirement to do so. Structural engineering could be attached as a stipulation, but it is already part of the permitting process.

Attorney with Withey, Morris & Baugh Alex Hayes addressed the Council and reiterated that the item before the Council is the WSA. Use and design has been settled and the items related to permitting will be addressed at that time. They have no issue with a stipulation that requires items that would be part of the permitting process as part of the approval.

Councilman Garing asked if the result of a lawsuit would make the project different than what is before the Council today.

Mr. Young responded that it could. If the court determines that four-stories is not lawful, then that would require a redesign, but that does not impact this vote.

Councilman Gambogi commented that healthcare and the economy were big priorities in the resident survey and this project would be beneficial for the economy.

Community Development Director Chelsea Walton commented that per the international building code, structural engineering calculations and specifications are required. If the Council desires to do so, it could be a stipulation of the WSA as well.

Mayor Pro Tem Fruhwirth commented that there is concern regarding mitigation for the structures on either side of this project, so she wants to ensure that they will be covered.

Ms. Walton responded that excavation is covered in the international building code and the insurance is required to be submitted prior to permit issuance, so that ultimately, if something goes wrong, the property owner would be responsible. She added that, often in construction projects, unknown factors come up and when that occurs, a specific specialist (ie soils, engineering, etc) would go out to the site and address it. Also, generally with zero setbacks, there is a lot of communication with adjacent owners.

Mr. Hayes added that these are not unique situations in the construction world, and approving a WSA does not put the city at liability.

Mr. Young agreed, the liable party is the property owner.

Councilman Ruby asked if the demolition agreement could include details regarding any impacts to other businesses on Whiskey Row.

Mr. Young commented that the Council is getting off topic. He added that there is not a demolition "agreement" but, there are demolition requirements before the applicant can proceed.

Councilman Gambogi commented that this Council is trying to undo the vote of the previous Council. This item is about water and that hasn't even been discussed. The Council is here to approve the WSA and nothing else.

**MOTION BY MAYOR RUSING TO APPROVE WSA25-037 WITH STIPULATION THAT A STRUCTURAL ENGINEER DOES A FEASIBILITY STUDY PRIOR TO DEMOLITION AND IS ON SITE DURING CONSTRUCTION; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (6 - 0 - 1) MAYOR RUSING ABSTAINING**

- C. **WSA26-002:** Water Service Application Submitted by Commerce Construction Co, LP. Location: State Route 89 and Jenna Lane, APN 102-05-033H.  
**This Item was discussed before Item 10.B.**

Water Resource & Environmental Services Manager Brian Ruiz provided a presentation to the Council regarding the water service application. This site is just north of Pioneer Parkway for commercial and retail use projects in North Prescott. The total estimated demand is 20.3 AF/year with 5.1 AF of landscape for total of 27.9 AF. This project requires an appeal of the 1/2 water budget allocation rule and the applicant has requested it as part of approval. WIS recommended forwarding to the Council.

Councilman Ruby asked what happens to the water budget if this project is approved. He also asked about stormwater direction and conservation measures and if that is something that the Council could consider as part of this vote.

Mr. Ruiz responded that it will not impact the budget, with the appeal approval the water will simply be "set aside" and referenced at the end of the year. This item is for approval of the WSA and not specific conservation measures, however, he added that the area does have a stormwater retention facility that would have to meet all city requirements.

Jim Hardison with Construction Co added that the detention center is included in the design plan. He added that the conservation measure of allowing use of dry wells could be beneficial for the community as well and is something they are familiar with, however, that would require a change to city code. The contractors and developer are doing the best they can within their understandings of the code.

Councilman Ruby commented that this, as well as the previous application, showcase an urgent need to address how rainwater is used to recharge the aquifer.

Councilman Garing commented that there will be 10,000-15,000 new homes in this area, whether people like it or not, and those homes will need services nearby and this project is right where that will be needed. He added that underground storage for recharging stormwater should be considered.

Mayor Pro Tem Fruhwirth echoed Councilman Garing's comments about the need for this in North Prescott. She added that stormwater should definitely be looked at but should not hold up applications like this. She is very much in favor of this application.

Councilman Gambogi also echoed Councilman Garing's comments about the need for this project in the area and asked about how long construction will be.

Mr. Hardison responded that it will likely be 12-18 months.

Councilwoman Frederickson added that she is in support of this project.

Mayor Rusing commented that this will be the city's first commercial project since Trader Joe's and Costco so it has been awhile and this is definitely needed.

Councilman Grady stated that this project certainly meets the requirements for an appeal.

Thomas Cozzolino with Majestic Realty addressed the Council regarding the highlights of the positive points of this project.

Member of the public Walt Kosar addressed the Council regarding the excitement about the project. He commented that he was happy to hear a conversation about stormwater retention, and asked why treated effluent isn't used for landscaping, it would be a perfect use for it at that location and asked that the Council consider that.

**MOTION BY COUNCILMAN GAMBOGI TO APPROVE WSA26-002;  
SECONDED BY COUNCILMEMBER RUBY: PASSED (7 - 0)**

- D. Adoption of Resolution No. 2026-1980 Declaring City-Owned Property Adjacent to the Prescott Regional Airport – Ernest A. Love Field be Included as Airport Lands.

Airport Director Rick Crider provided a presentation to the Council regarding property purchases surrounding the airport, this Resolution will allow for the land purchases to be included in the Airport Layout Plan (ALP). With grant funding at a minimum 76.5% of the expenses for these purchases has been recovered, likely up to 85.7% recovered. Will look at opportunities for appropriate development of the land.

Mayor Rusing asked about ensuring that the land included in the ALP is correct given previous issues, and asked if parcel legal descriptions should be included.

Mr. Crider confirmed that it would be.

**MOTION BY COUNCILMAN GARING TO ADOPT RESOLUTION NO. 2026-1980; SECONDED BY MAYOR RUSING: PASSED (7 - 0)**

**11. ADJOURNMENT**

There being no further business to discuss, Mayor Rusing adjourned the meeting at 5:34 p.m.

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CATHEY RUSING, Mayor

ATTEST:

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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 April 14, 2026. I further certify the meeting was duly called and held and that a quorum was present.

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Sarah M. Thornhill, City Clerk

# City of Prescott

## City Council - Study Session



April 21, 2026 | 1:00 PM  
201 N Montezuma Street  
Council Chambers, 1st Floor  
Prescott, AZ 86301

### MINUTES

#### 1. CALL TO ORDER

Mayor Rusing called the meeting to order at 1:10 p.m.

#### 2. ROLL CALL

Cathey Rusing - Mayor  
Lois Fruhwirth - Mayor Pro Tem  
Mary Frederickson - Councilwoman  
Ted Gambogi - Councilman  
Jim Garing - Councilman  
Patrick Grady - Councilman  
Jay Ruby - Councilman

#### 3. DISCUSSION

- A. Presentation & Discussion Regarding the City of Prescott Hillside Development Standards & Overall Land Development Code Updates.

City Planner Alex Bramlette provided a presentation to the Council regarding the Land Development Code general updates and hillside development code standards.

##### General Updates:

- \* Last major update completed in 2005
- \* Minor updates made over the years
- \* Staff have identified several areas for improvement and clarification within the LDC
- \* Budgeted for a consultant to help with the updates of the LDC

##### Hillside Development Standards:

- \* Request to look at standards and apply them to all single site developments as well as larger
- \* Prescott is surrounded by rolling hills and mesas, steep slopes that may contain unstable rock; development on this rock can be hazardous to life and property
- \* Maximum Disturbable Area - percentages cannot be exceeded
- \* Minimum Lot Area - applies to what percentage of the lot area size has to be based on slope categories

Councilman Garing asked about applicability related to slopes and specific acreage.

Ms. Bramlette confirmed that on lots of 2 acres or less these regulations would not apply, Prescott has a good amount of steep topography and making sure that targeting the larger lots was staff's intention while being mindful of not being impactful of someone trying to build a single-family home.

City Attorney Joseph Young added that applying these standards to a lot of less than 2 acres the city is decreasing the usability and therefore, value of the property, which is a violation of state law, opening a big door to the city ultimately having to pay partial takings.

Councilman Gambogi commented that he hasn't received a single call or text message about this issue and asked staff how this discussion got started.

Ms. Bramlette responded that a request was issued for a determination on the interpretation on hillside development, which was appealed to the Board of Adjustment, who upheld the interpretation. Following that, the Mayor and a few other Council members asked to have it looked at. She continued with a review of some examples for single-site development (commercial/multi-family), single-family developments and Planned Area Developments (PADs) where different percentages would apply and how. She also reviewed options for density transfer bonuses.

Mayor Pro Tem Fruhwirth commented that she is pleased with staff taking a look at this to make sure that some of the concerns are addressed in a meaningful way, while also making sure that property values are not impacted and development can still occur. Also, the overall review of the land development code is helpful because it will address some of the other public concerns as well.

Mayor Rusing discussed the importance of erosion mitigation and making sure that is addressed.

Member of the public Tom Rusing addressed the Council reading from the Land Development Code, as well as other locations who have preserved and protected hillsides and visual open space. He has heard from many people in the community about the developments with mass grading in Prescott and the Council needs to act with vision to protect what makes Prescott special.

Councilwoman Frederickson asked when some of these changes will be coming back to the Council.

Ms. Bramlett responded that text amendments to code start with the Planning & Zoning Commission, then to Council and once an Ordinance is adopted, it will go into effect 30-days after adoption.

Mr. Young added that it would apply to any applications made after the date of adoption.

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

- B. Presentation & Discussion Regarding Proposed Updates to and Future Adoption of the 2024 Wildland Urban Interface Code Amendments.

Wildfire Risk Manager Conrad Jackson began the presentation with a background on wildfire issues in the community.

Why are we in this Situation:

- \* We live in a fire adapted ecosystem
- \* A century of suppression
- \* A century of increasing population
- \* Buildings without defensible space
- \* Hot and dry climate

Differences:

- \* Wildfire versus urban conflagration - once it has hit about three houses and the trees/brush are no longer the fuels
- \* Hazard map versus risk map - hazard maps are general identification of areas where hazards occur, while a risk map allows you to adjust how much risk an area could be exposed to
- \* IWUIC's Role - look at structural and vegetative elements to create change

Three Pillars of Urban Conflagrations:

- \* Structure Separation - at least 60 ft spacing
- \* Connective Fuels (not just vegetation) - first 5 feet are most important
- \* Building Materials - Class A roof (ember resistant), noncombustible siding, double-pane windows, enclosed eaves, 1/8" vent screens

Insurance Conundrum:

- \* Non-renewal is a problem - have increased three-fold in 200 counties across the USA
- \* Insurance Institute for Business & Home Safety (IBHS) - looks at what protections are in place and makes recommendations to insurance companies

What Should Be Done:

- \* Vegetation Management - moats in the landscape are not the answer
- \* Parcel Hardening - WUI code use, home hardening and defensible space
- \* Ember Cast Issues - Class A roof and assembly, retrofit attic screens, Zone 1 with zero combustibles
- \* Scale-level neighborhood hardening - one home improved is not enough to change the course

Mr. Jackson highlighted that the Fire Department is currently in talks with a few companies to look at risk mapping for the City of Prescott.

City of Prescott Does:

- \* Prevention - WUI building codes, wildfire risk manager, public outreach, defensible space inspections, chipping services, may brush on-site pickup, mitigation grants, roll-off dumpsters, Yavapai Firewise (PAWUIC) relationship, forestry crew
- \* Suppression - Prescott Fire Wildland Firefighters, automatic aid agreements, basin drill, co-housing at Station 71
- \* On the Horizon - Community Wildfire Protection Plan, grant funding

Councilman Ruby asked what some of the resistances are to neighborhood hardening, and what are some solutions to that.

Mr. Jackson responded that there are people who don't know what they are supposed to do, there are also people who simply can't afford it.

Councilman Grady discussed the mobile home communities that are particularly at risk in the community and asked what is being done for that.

Mr. Jackson stated that services offered by the city to address these issues are not neighborhood specific, they are applied equally to all.

Division Chief/Fire Marshal Anthony Valdez continued the presentation regarding the proposed amendments related to the adoption of the 2024 IWUIC. He began with a review of the timeline for adoption of the IWUIC which began in early 2025.

Timeline:

- \* November 2025 - internal fire department meetings and meetings with YCCA Director
- \* December 2025 - solidified outreach strategy for public input, Fire Board of Appeals, and Council orientation
- \* January 2026 - advertised through YCCA mailer, social media, radio interview/mailer
- \* February 2026 - hosted public engagement meetings, focused meetings with Comm Dev and conducted radio interview
- \* March 2026 - held meetings with YCCA board, contractors and designer, Council orientation and Fire Board of Appeals
- \* April 2026 - Council Study Session, amendments drafted and sent to stakeholders
- \* May 2026 - adoption

Collaboration in Action:

- \* Public Engagement Meetings - seven different meetings
- \* Stakeholder Input & Internal Advisory Group Meetings - eight meetings
- \* Advertising & Community Feedback - multiple advertisements and feedback opportunities in person/via email/phone/QR survey and end of presentation Q&As

Councilman Gambogi asked about individuals that live in Prescott but not within city limits and how they would be impacted.

Mr. Valdez responded that the Department is working with CAFMA to make sure everyone is on the same page.

Mayor Pro Tem Fruhwirth asked about negative comments or feedback received.

Mr. Valdez responded that he did not receive any.

Overview of the IWUIC:

- \* Scope - applies to all buildings and structures constructed in the designated WUI area
- \* Purpose - establishes minimum regulations for the safeguarding of life and property protection, intended to mitigate risk to life and structures from intrusion of fire from wildland fire exposure, fire exposures from adjacent structures, and mitigate fires originating in structures spreading to wildland fuels, intended to be commensurately tiered to the relative level of risk present, and supplements other locally adopted codes and standards

#### Historic View:

- \* 1990 - created the Prescott Area Wildland/Urban Interface Commission to advise local government in the identification and prioritization of Wildland/Urban Interface issues
- \* 2002 - city adopted the first version of the International Code Council's Wildland Urban Interface Code and created the first version of the Wildland Urban Interface designated area that is used today
- \* In 2006 and 2012 updated editions of the IWUIC

#### Current Experience Enforcing the IWUIC:

- \* Has not been consistently enforced since it's inception
- \* Many facets of the locally amended code create confusion with interpretation and understanding
- \* Existing structures present complexity with new additions or alterations to existing structure
- \* Industry challenges in adapting to code requirements
- \* Many design professionals and contractors are not familiar with provisions of the IWUIC
- \* Resulted in significant progress in reducing risk across the community by improving structure hardening and strengthening our vegetation management efforts

#### Goals of Adopting the 2024 IWUIC:

- \* Develop a collaborative solution that fosters an effective strategy for ongoing efforts to minimize wildfire risks and cultivate a fire-adaptive community
- \* Utilize data-driven decisions for local code amendments
- \* Align initiatives with industry best practices
- \* Promote community resilience and assist homeowners in acquiring and maintaining their insurance policies

#### Proposed Changes:

- \* Redesignating WUI to encompass the entire city limits
- \* Data and science informed risk assessment to determine ignition-resistant construction and materials
- \* Updating vegetation management requirements to incorporate modern best practices
- \* Creating a base standard construction requirement to include Class A roofs, enclosed eaves and protected vents
- \* Existing structures that undergo minor modifications are exempt from the IWUIC construction regulations and must still adhere to the vegetation management provisions

\* Building department will be assuming authority having jurisdiction over the construction provision

\* Historical building exemption for complying with the construction provisions but vegetation management requirements may be applicable

Mayor Rusing asked if there is going to be a new agency formed within the fire department for this. She added that she would like to discuss having exemptions for sprinklers being required versus not.

Mr. Valdez stated there will not be, the language she referenced is standard code language. Prescott is governed a bit by Arizona Revised Statute (ARS) with regard to the city's ability to enforce residential sprinklers, and it cannot be amended.

Councilman Ruby asked if there would be any type of return with the community taking on IWUIC.

Mr. Valdez responded that the city is adopting the most restrictive provisions of the code, costs can be reduced where applicable with reductions to that. He would imagine that insurance companies would take these restrictions into consideration when applying their costs, but he doesn't have any specific figures related to that.

Councilwoman Frederickson stated that she doesn't have any hesitation in adopting this, but asked what CAFMA's process will be to get the same standards adopted.

Mr. Valdez responded that he is unsure where they are at in their process, but their Marshal is planning to move it forward in the coming months and their process is a bit more complex than ours.

Mayor Pro Tem Fruhwirth commented that she loves what the Department is doing and how they have done it and communicated it to the public. Her only issue is Point 8 and Point 10 on page of proposed changes that looks nearly identical and she asked why.

Mr. Valdez responded that it was an error which has been caught and removed.

Councilman Garing said he is in favor of the changes.

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

#### **4. ADJOURNMENT**

There being no further business to discuss, Mayor Rusing adjourned the meeting at 3:22 p.m.

---

CATHEY RUSING, Mayor

ATTEST:

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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 April 21, 2026. 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: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: City Clerk  
ITEM #: 9.B  
SUBJECT: Adoption of Resolution No. 2026-1979 Updating the Council Rules of Procedure to Include a Council Virtual Attendance Policy.

## ITEM SUMMARY

This item is for the adoption of Resolution No. 2026-1979 which will approve the updated Council Rules of Procedure to include a Virtual Attendance Policy for the members of City Council.

## BACKGROUND

During the COVID-19 pandemic, the City of Prescott offered a virtual participation option temporarily for members of the City Council without a policy because of the state of emergency declared in the city and US overall. In early 2022, as the need for remote participation waned the city ceased offering this process. The Council does have an adopted attendance policy that allows for missed meetings and provides for the following (Council Rules of Procedure, Rule 7 Attendance): *"In accordance with the City Charter Article II, Section 11 if the Mayor or any member of the Council shall be absent from at least three consecutive called meetings without prior notice of the Council, City Clerk or City Manager, he or she shall by a majority vote of the balance of Council cease to hold office. Exceptions will be made in emergency situations."*

In recent months, staff has received several requests from Mayor Rusing to allow for remote attendance at City Council Meetings. The State of Arizona Open Meeting Law permits participation in a public body meeting IF a policy or procedure is adopted by the Council. Given the requests from the Mayor, City Clerk staff reached out to all Arizona jurisdictions for sample policies and procedures. Overall approximately 75% of other cities and towns do allow for remote participation, with some restrictions and stipulations. Based on this feedback, staff has put together the attached draft policy for Council's consideration on this matter (Attachment A). Based on Council feedback and discussion, if a majority of Council would like to have this option, a finalized policy will be brought back for Council approval and inclusion in the Council Rules of Procedure.

References have also been made to statutory updates related to ADA Access: Department of Justice, 28 CFR Part 35. This ruling applies to web-based content accessibility for citizens and does not relate to remote participation by members of a body. Additionally, the city deadline to ensure these criteria are being appropriately met is April 2027 based on city population.

In addition to adoption of a Policy, there are financial considerations related to upgrading the Council Chambers sound and IT system in order to implement this policy in the most appropriate manner. Cost estimates for these updates and improvements would be approximately \$11,000 and would need to be added to the FY27 IT Budget to cover costs. At the March 10, 2026 Study Session Council provided feedback on the draft Policy to staff and direction to return with the revised policy for adoption.

The City Council Rules of Procedure encapsulate and appropriately record the rules for the City Council and is approved by adoption of a Resolution. In order to properly record and incorporate this Virtual Attendance Policy, staff recommends adoption of Resolution No. 2026-1979 (Attachment A)

which will update the Rules of Procedure (Attachment B) and include approval of the Virtual Attendance Policy (Attachment C).

### **FINANCIAL IMPACT**

There is no fiscal impact associated with this item at this time, however, there will be future financial impacts for equipment upgrades and staff time should Council adopt the Resolution and Policy.

### **RECOMMENDED ACTION**

MOVE to adopt Resolution No. 2026-1979

### **ATTACHMENTS**

1. Resolution No. 2026-1979\_Rules of Procedure & Virtual Attendance Policy
2. March 2026\_Updated Council Rules of Procedure
3. Council Virtual Attendance Policy

**RESOLUTION NO. 2026-1979**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, RESCINDING CITY OF PRESCOTT RESOLUTION NO. 2025-1944 IN ITS ENTIRETY AND ADOPTING NEW RESOLUTION NO. 2026-1979 REVISING THE “PRESCOTT CITY COUNCIL RULES OF PROCEDURE” ADDING THE COUNCIL VIRTUAL PARTICIPATION POLICY (RULE 13)**

**RECITALS:**

**WHEREAS**, Prescott Resolution No. 2025-1944 revised Rules of Procedures for the City Council adding rules for the conduct of the public at Council Meetings; and

**WHEREAS**, the Prescott City Council wishes to update and adopt revised Rules of Procedure to include a Council Virtual Participation Policy as Rule 13, and make Conduct of the Public at City Council Meetings Rule 14; and

**WHEREAS**, the establishment and adoption of the revised “Prescott City Council Rules of Procedure” is in the best interest and promotes the welfare of the citizens of Prescott; and

**WHEREAS**, the Prescott City Council wishes to clarify expectations by approving these additions and incorporating this language into the “Prescott City Council Rules of Procedure”; and

**WHEREAS**, as necessary following Election years and staff changes, the City Clerk may revise the “City Officials” page of the “Prescott City Council Rules of Procedure”.

**ENACTMENTS:**

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

Section 1. THAT City of Prescott Resolution No. 2025-1944 is hereby rescinded in its entirety.

Section 2. THAT there is herewith established the “PRESCOTT CITY COUNCIL RULES OF PROCEDURE”, attached hereto and incorporated herein by reference as Exhibit “A” to this Resolution.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 28<sup>th</sup> day of April, 2026.

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CATHEY RUSING, Mayor

ATTEST:

APPROVED AS TO FORM:

---

SARAH M. THORNHILL  
City Clerk

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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. 2026-1979 is a true, correct and accurate copy of Resolution No. 2026-1979 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the 28<sup>th</sup> day of April 2026, 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 \_\_\_\_\_, 2026.

Seal

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

# CITY COUNCIL RULES OF PROCEDURE



**ADOPTED BY RESOLUTION NO. 2026-1979**

**EFFECTIVE DATE APRIL 28, 2026**

# RULES



**1 - GENERAL RULES**

**2 - COUNCIL CODE OF ETHICS**

**3 - CITY OFFICIALS**

**4 - COUNCIL MEETINGS**

**5 - PRESIDING OFFICER**

**6 - CONDUCT OF MEETINGS**

**7 - ATTENDANCE**

**8 - LIMITATION OF DEBATE**

**9 - VOTING**

**10 - COUNCIL AGENDA FORMAT**

**11 - CONSIDERATION OF PETITIONS**

**12 - COUNCIL MAYORAL PROCLAMATION POLICY**

**13 - COUNCIL VIRTUAL PARTICIPATION POLICY**

**14 - CONDUCT OF THE PUBLIC AT COUNCIL MEETINGS**

## **Rule 1 | General Rules**

**A. Rules of Journal (Article II, Section 15, City Charter):** The Council Shall determine its own rules and order of business subject to the provisions of this Charter. It shall keep a journal of its proceedings and the journal shall be open to public inspection during regular office hours.

**B. Written Rules of Procedure:** The rules of procedure of the Council shall be in writing and be available to all interested citizens.

**C. Rules of Parliamentary Practice:** The rules of parliamentary practice, comprised in Robert's Rules of Order, latest edition, shall govern the Council in all cases to which they are applicable, provided they are not in conflict with state law, these rules or with the Code or Charter of the City of Prescott.

## **Rule 2 | Council Code of Ethics**

City Council members and officials occupy positions of public trust. Council members and all City officials shall strictly adhere to both the spirit and the letter of the laws of the State of Arizona pertaining to conflicts of interest.

In addition to matters of pecuniary interest, Council members shall refrain from making use of special knowledge or information before it is made available to the general public; shall refrain from violation of Council rules; shall refrain from appointing immediate family members, business associates or employees to municipal boards and commissions; shall refrain from influencing the employment of municipal employees; and shall refrain from using their influence as members of the governing body in attempts to secure contracts, zoning, or other favorable municipal action for friends, immediate family members or business associates.

## **Rule 3 | City Officials**

**A. City Manager, City Clerk, Finance Director & City Attorney:** The City Manager, Clerk, Finance Director and Attorney shall perform their respective duties as set forth in the Charter of the City of Prescott. Whenever there may be any questions concerning the interpretation of the powers and duties of the aforementioned City officials as enumerated in the City Charter, the City Council shall be the final arbitrator of any such dispute and, by a majority vote of its members, shall settle any such issue as a matter of Council policy.

**B. Chief of Police:** The Chief of Police or such members of the Police Department as the Chief may designate, shall be Sergeant-at-Arms of the Council Meetings.

**C. Officials & Employees to Attend:** The head of any department, or officer or employee of the City, when requested by the Council or City Manager, shall attend any regular or special meeting and confer with the Council on all matters relating to City business.

## **Rule 4 | Council Meetings**

**A. Regular and Special Meetings:** The City Council shall hold regular and special meetings according to the provisions of the City Charter. Council Meetings shall be conducted in accordance with the procedures as set forth in these rules. Regular Meetings of the Council shall begin at 3:00 pm on the second and fourth Tuesday of each month, unless a different day or time is determined by a majority of the Council. Study Sessions shall be held on the second and fourth Tuesday of each month at 1:00 pm as needed.

**B. Executive Sessions:** The Council may meet in the Executive Session in accordance with the procedures and purposes set forth in State Law and not otherwise.

**C. Scheduling Agenda Items:** The Mayor may place any item on an agenda for consideration or discussion by the Council. Any two (2) councilmembers may place an item on an agenda for consideration or discussion by the Council. The Mayor or council members making such a request may designate the particular meeting date they wish the item to be discussed or considered and all reasonable efforts shall be made to accommodate that request.

**D. Withdrawing Agenda Items:** When an item is initially placed on an agenda, it may only be withdrawn by the individual (Mayor or Councilmembers) who placed that item on the agenda.

## **Rule 5 | Presiding Officer**

The Mayor or, in their absence, the Mayor Pro Tempore, shall take the chair at the hour appointed for Council to meet and shall immediately call the members to order. In the case of absence of both the Mayor and the Mayor Pro Tempore, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by a majority vote of those present, the chairman of the meeting.



## **Rule 6 | Conduct of Meetings**

The presiding officer shall serve as Council Parliamentarian upon advice of the City Attorney. He shall preserve decorum and decide all questions of order, subject to appeal to the Council.

A. During Council Meetings, Council members shall preserve order and decorum and shall not delay or interrupt the proceedings or refuse to obey the orders of the presiding officer or the rules of the Council. Every Council member desiring to speak shall address the chair, and, upon recognition by the presiding officer, shall confine himself to the question under debate and shall avoid all offensive or indecorous language. A Council member, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer or unless a point of order or other privileged motion is raised by another Council member. If a Council member is called to order while he is speaking, he shall cease speaking immediately until the question of order is determined. If ruled to be in order, he shall be permitted to proceed. If ruled to be out of order, he shall remain silent or shall alter his remarks so as to comply with the rules of the Council. A Council member, with permission of the presiding officer, may address questions to the City Manager or staff or members of the audience, but he shall confine his questions to the particular issue before the Council. If a point of order is raised and the presiding officer fails to act, any member of the Council may move to require him to enforce the rules and the affirmative vote of the majority of the Council shall require the presiding officer to act.

B. The presiding officer shall have the authority to preserve decorum in the meetings as far as to the audience, staff members, and City employees are concerned. The City Manager shall also be responsible for the orderly conduct and decorum of all City employees under his direction and control. Any remarks shall be addressed to the Chair and to any or all members of the Council. No member of the staff or audience shall enter into any discussion, either directly or indirectly, without first having obtained the floor by permission of the presiding officer.

C. Members of the public attending Council meetings shall also observe the same rules of propriety, decorum and good conduct applicable to members of the Council. Any person making personal, impertinent and slanderous remarks or who becomes boisterous while addressing the Council, or while attending the Meeting, shall be removed from the room if the Sergeant-at-Arms is so directed by the presiding officer, and such person shall be barred from further attendance at that particular Council Meeting. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstrations shall not be permitted by the presiding officer, who shall direct the Sergeant-at-Arms to remove such offenders from the room.

## **Rule 6 | Conduct of Meetings (cont.)**

D. Should the presiding officer fail to act, any member of the Council may move to require him to enforce the rules, and the affirmative vote of the majority of the Council shall require the presiding officer to act.

## **Rule 7 | Attendance**

In accordance with City Charter Article II, Section 11 if the Mayor or any member of Council shall be absent from at least three consecutive called meetings without prior notice to the Council, City Clerk or City Manager, he or she shall by a majority vote of the balance of Council cease to hold office. Exceptions will be made in emergency situations

"Consecutive Meetings": For purposes of this section, consecutive shall mean successively following without interruption and occurring on successive days

"Prior Notice": For purposes of this section, prior notice shall mean written notification at least 24 hours in advance of the called meeting

"Called Meeting": For purposes of this section, a called meeting shall mean an official Voting Meeting, Study Session, Executive Session or Budget Workshop of the Council duly called pursuant to local & Arizona law

\*The same standard for attendance at Council meetings shall also be applied to Council Subcommittee Meetings\*

## **Rule 8 | Limitation of Debate**

No member of the Council or public shall be allowed to speak more than once upon any one subject until all the Council members have had an opportunity to speak. Citizens groups shall identify themselves and shall be represented in the presentation to the Council by one of the members of the group and cumulative or redundant speeches to the Council on the same issue shall be terminated at the discretion of the presiding officer.

## **Rule 9 | Voting**

The vote on any question shall be taken by Ayes and Nays to be electronically tabulated, and the results thereof shall be disclosed simultaneously. In the event that the vote is unable to be electronically recorded there shall be a roll call vote. There shall be no additional debate or speaking after the vote is taken.



## **Rule 10 | Council Agenda Format**

I. Call to Order

II. Role Call

III. Introductions/Announcements

IV. Invocation

V. Pledge of Allegiance

VI. Any Scheduled Proclamations and/or Presentations (split into two sections as necessary)

VII. Open Call to the Public

VIII. Consent Agenda

IX. Consent Ordinance Agenda

X. Liquor License Agenda

XI. Regular Agenda

XII. Adjournment

Council agenda formats are considered to be general guidelines for the published agenda. The Mayor is authorized to deviate from the order of the agenda, or to delete a specific category from a particular agenda at his or her discretion.

## **Rule 11 | Consideration of Petitions**

Only those petitions submitted in writing at a regular Council Meeting by a citizen of the City shall require Council action within sixty (60) days thereafter. (Article II, Section 18, City Charter)

All other petitions submitted to the Mayor and/or Council members or other agencies of the City in the regular course of business, shall be considered in accordance with the laws of the State of Arizona, the City Charter or the City Code of the City of Prescott. (Examples: Annexations, Improvement Districts, Protests, Elections, etc.)

Unsigned communications or petitions, including newspaper articles or clippings, shall not be introduced in the minutes of Council meetings.

Procedure for consideration of Petitions - Upon receipt of a valid petition submitted for Council action, the City Clerk shall add an item regarding the petition to the next available Consent Agenda. The Consent Agenda item shall, by default, constitute a vote to deny the petition. The Mayor, or any Council Member, may pull the Item from Consent for discussion and a vote. Council may then deny the petition, or provide specific direction to staff to return to Council with additional research and possible action as directed by the Council.



## **Rule 12 | City Council Mayoral Proclamation Policy**

**A. Requests for Proclamation must be submitted through the city website and are reviewed and approved solely at the discretion of the Mayor. Language for the Proclamation must be provided by the requesting party, but the Mayor reserves the right to revise wording at his/her discretion.**

**B. Requests for Proclamation must be submitted no less than 30-days in advance of the requested Voting Meeting date for presentation. Generally, Council meetings take place on the second and fourth Tuesday of each month at 3:00 p.m.**

**C. Mayoral Proclamations should be for the purpose of recognizing an event, person, milestone or other noteworthy occasion within the City of Prescott.**

**D. Proclamations recognizing annual events or holidays, primarily focused on national or political matters and those not from a resident of the City of Prescott or an organization without a local affiliation or advocate will not be considered.**

**E. If a Proclamation request is denied, the requestor may submit a Request for Council Recognition to be reviewed and approved by two (2) members of City Council with the same stipulations and requirements as a Mayoral Proclamation.**

**F. Upon approval, Proclamations will be presented by the Mayor (or his/her designee) and Council Recognitions by one of the two approving members, at the requested Voting Meeting date and posted on the city's social media platforms.**



## **Rule 13 | Council Virtual Participation Policy**

This policy is intended to govern the City's standards related to remote/virtual participation for members of the City Council in Council Meetings. The State of Arizona Open Meeting Law permits participation in a public body meeting if a policy or procedure is adopted by the Council. This policy shall apply only to members of the Council for Study Sessions or Voting Meetings, and is not applicable to Board, Commission or Committee Members.

Council members should endeavor and plan to be physically present at all council meetings, in order to adequately participate. However, in the event of a medical issue, illness or family situation, and with prior approval of the presiding officer, no more than two (2) Council members may participate in a Study Session or Voting Meeting via Teams.

- 1. Definitions:** Remote Participation shall mean participation of any member of the City Council remotely via a Teams Meeting established by the City IT Department, during a Study Session or Voting Meeting in Council Chambers at Prescott City Hall. Remote Participation is not available for meetings conducted outside of the Council Chambers
- 2. Executive Session:** Remote Participation is not permitted for Executive Sessions
- 3. Notification:** Council members must notify the presiding officer and City Clerk, or designee, not less than two (2) business days in advance of the meeting that they will need to have Remote Participation access to the meeting; Remote Participation will only be available with less than two (2) days notification in emergency situations
- 4. Remote Participation of the Mayor:** In the event that the Mayor needs Remote Participation access to the meeting, the Mayor Pro Tem will serve as the presiding officer for the meeting
- 5. Participation:** Members of the City Council utilizing Remote Participation will view the meeting via Teams on a city issued device or personal device with two-factor authentication logged into their prescott-az.gov Teams account, and shall not be logged into their CivicClerk Board Portal
  - a. When the remotely participating member wishes to ask a question or comment following staff presentation and Council discussion, they shall raise their hand in Teams and the City Clerk will notify the Presiding Officer
  - b. When participating remotely, Council members must vote verbally on items
- 6. Limitations:** No member of the City Council may Remotely Participate for more than two (2) consecutive meeting days and no more than three (3) meeting days in any calendar year.

## **Rule 14 | Conduct of the Public at City Council Meetings**

**A. Members of the public shall observe rules of propriety, decorum and good conduct set out in the Prescott City Council Rules of Procedure.**

**B. All remarks and questions shall be addressed to the Mayor and to members of the Council. The Mayor may direct the City Manager or staff to respond to questions posed by the public.**

**C. No member of the public shall be allowed to speak more than once on a subject and remarks shall be limited to three (3) minutes unless allowed by the Mayor. Groups wishing to address the Council shall identify a representative speaker to present the group in one presentation on behalf of the group.**

**D. Members of the public desiring to address the Council during any agenda item's public comment period must complete, and submit to the City Clerk, a blue comment card indicating their name, city of residence and item on which they wish to speak for the record. Speakers will be called in the order that the cards are received. Remarks shall be limited to the question under discussion and shall be directed to the Council as a whole.**

**E. Use of the projection system is reserved for staff, and is not available to members of the public during public comment, however, if a member of the public wishes to provide materials to the Council they may do so via email by 9 am the day of the meeting OR by providing ten (10) copies (seven for Council and the remaining for the City Clerk, City Attorney & City Manager) to the City Clerk at the beginning of the meeting. Staff presentations may be placed back on the projection screens upon request of the public speaker/commentor during discussion.**

**F. Making personal attacks, rude or slanderous remarks will result in removal from the meeting.**

**G. Members of the public who wish to make a presentation to the Mayor and Council shall submit a Presentation Request Form to the City Clerk at least 30-days in advance of the requested meeting via the online form, and upon approval by the Mayor OR two (2) Members of the Council the Clerk will schedule the presentation.**

**H. At the discretion of the Mayor, a call to the public will be included on the Agenda of Voting Meetings. During the call to the public residents may comment & address Council on matters NOT included on the posted Agenda. Speakers must be present in Chambers, submit a green comment card with the City Clerk prior to the start of the meeting and are limited to four (4) minutes, with the call to the public limited to forty (40) minutes in total. 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.**

**I. In order to maintain civility and respect for all points of view, there will be no clapping, booing or any other verbal form of support or non-support in Chambers. Continued unauthorized remarks or actions from the audience will be grounds for removal.**

**J. General Conduct expected from the public is as follows: be courteous, honest and respectful, focus on the city's vision & goals, come prepared with comments, avoid side conversations and disruptions when sitting in the audience.**



**CITY OFFICIALS**

**Mayor**  
Cathey Rusing

**Council Members**  
Lois Fruhwirth (Mayor Pro Tem)  
Mary Frederickson  
Ted Gambogi  
Jim Garing  
Patrick Grady  
Jay Ruby

**For Mayor & Council Contact: (928) 777-1248 or [city.council@prescott-az.gov](mailto:city.council@prescott-az.gov)**

**City Manager**  
Dallin Kimble

**City Attorney**  
Joseph D. Young

**City Clerk**  
Sarah M. Thornhill

**City of Prescott**  
201 N. Montezuma Street  
Prescott, AZ 86301  
(928) 777-1100

## Council Virtual Participation Policy

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This policy is intended to govern the City's standards related to remote/virtual participation for members of the City Council in Council Meetings. The State of Arizona Open Meeting Law permits participation in a public body meeting if a policy or procedure is adopted by the Council. This policy shall apply only to members of the Council for Study Sessions or Voting Meetings, and is not applicable to Board, Commission or Committee Members.

Council members should endeavor and plan to be physically present at all council meetings, in order to adequately participate. However, in the event of a medical issue, illness or family situation, and with prior approval of the presiding officer, no more than two (2) Council members may participate in a Study Session or Voting Meeting via Teams.

1. **Definitions:** Remote Participation shall mean participation of any member of the City Council remotely via a Teams Meeting established by the City IT Department, during a Study Session or Voting Meeting in Council Chambers at Prescott City Hall. Remote Participation is not available for meetings conducted outside of the Council Chambers
2. **Executive Session:** Remote Participation is not permitted for Executive Sessions
3. **Notification:** Council members must notify the presiding officer and City Clerk, or designee, not less than two (2) business days in advance of the meeting that they will need to have Remote Participation access to the meeting; Remote Participation will only be available with less than two (2) days notification in emergency situations
4. **Remote Participation of the Mayor:** In the event that the Mayor needs Remote Participation access to the meeting, the Mayor Pro Tem will serve as the presiding officer for the meeting
5. **Participation:** Members of the City Council utilizing Remote Participation will view the meeting via Teams on a city issued device or personal device with two-factor authentication logged into their prescott-az.gov Teams account, and shall not be logged into their CivicClerk Board Portal

- a. When the remotely participating member wishes to ask a question or comment following staff presentation and Council discussion, they shall raise their hand in Teams and the City Clerk will notify the Presiding Officer
  - b. When participating remotely, Council members must vote verbally on items
6. **Limitations:** No member of the City Council may Remotely Participate for more than two (2) consecutive meeting days and no more than three (3) meeting days in any calendar year.



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: Public Works  
ITEM #: 9.C  
SUBJECT: Approval of City Contract No. 2026-084A1, an Amendment to City Contract No. 2026-084 with Fann Environmental, LLC for Five (5) Project Improvements to the Sundog Wastewater Treatment Plant in the Amount of \$601,301.00. Funding is Budgeted & Available in the Wastewater Fund.

## ITEM SUMMARY

This item is to approve City Contract No. 2026-156A1 with Fann Environmental, LLC for repairs and improvements at the Sundog Wastewater Treatment Plant, in the amount of \$601,301.00. The location of the projects are shown on the attached vicinity map.

## BACKGROUND

The Sundog Wastewater Treatment Plant (WWTP) is located at Prescott Lakes Parkway / Sundog Ranch Road and is the main treatment plant that serves the south and southwestern areas of the City, receiving just under 2.75 million gallons of sewerage a day. The plant requires routine maintenance and replacement of parts to ensure optimal performance of the facility. The job order contract (JOC) with Fann Environmental, LLC consists of five (5) individual projects for repairs and/or improvements to the WWTP. Completion of these projects will return plant processes to their normal operation, address safety concerns, and improve the function and operability of the facility:

Project 1: The Sundog Primary Clarifier Rehabilitation was approved in the FY26 budget, approved expenditure list (AEL). All replacement components have been ordered and received. Fann Environmental, LLC, will remove and dispose of the existing clarifier components, and install the new components. The total cost for Project 1 is \$41,153.00.

Project 2: After the existing clarifier components are removed in Project 1, Fann Environmental, LLC will pressure wash and sandblast the interior concrete surface of the clarifier. Spot repairs will be completed before coating the entire surface (approximately 13,520 sq ft) with 125 mils of protective lining. The total cost for Project 2 is \$474,692.00. This project was quoted separately by other companies, and their cost proposal was greater than the bundled cost from Fann Environmental, LLC.

Project 3: Sundog WWTP provides treated effluent to a standpipe for construction use. The tank that supplies the standpipe with effluent has begun to lean, raising safety concerns if a failure were to occur. Fann Environmental, LLC will demolish the existing tank, re-plumb the feed line directly to the standpipe, and install a pressure switch to control pump start/stop. The total cost for Project 3 is \$16,052.00.

Project 4: The Sundog Barscreen Replacement was approved in the FY26 budget, AEL. Fann Environmental, LLC will demolish the existing barscreen and install a new barscreen and washer/compactor. The total cost for Project 4 is \$43,452.00.

Project 5: Sundog WWTP provides commercial and residential septage disposal. The septage

receiving vault is configured to route all septic loads directly into the head of the plant. Due to the organic contents of septic tanks, it has the potential to "shock" or overwhelm the treatment plant. Fann Environmental, LLC will install a motorized valve controlled by a float inside the vault. This automated valve will throttle the contents of the tank and regulate the load on the plant. The total cost for Project 5 is \$25,952.00.

Utilization of the job order contracting procurement allows the work to proceed with a licensed pre-qualified contractor in a timely manner. Bundling of work items has also resulted in some cost savings as opposed to quoting or bidding the items individually. The total cost of 5 projects is \$601,301.00.

## **FINANCIAL IMPACT**

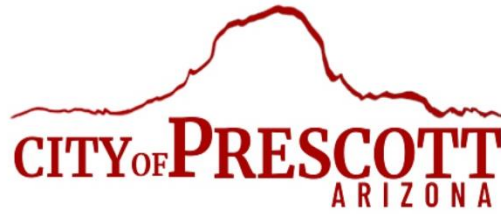
Funding is budgeted and available in the Public Works Department FY26 Wastewater Budget.

## **RECOMMENDED ACTION**

MOVE to approve City Contract No. 2026-084 A1

## **ATTACHMENTS**

1. City Contract No. 2026-084A1



Contract Amendment No. One ( 1 )  
Sundog Wastewater Treatment Plant Facility Repairs/Improvements  
Contractor: Fann Environmental, LLC  
Contract No: 2026-084A1  
Account No(s): 7205855-8526  
April 28, 2026

**Purpose of Amendment:**

To award Six Hundred One Thousand, Three Hundred One Dollars and Zero Cents (\$601,301.00) for the Sundog Wastewater Treatment Plant Facility Repairs/Improvements project per the terms, conditions and amount quoted in the project specifications and quote attached.

**Summary of Changes:**

<i>Description</i>	<i>Contract Amount</i>
Total Contract Available for FY2026	\$4,000,000.00
Amendment 1: Sundog WWTP Facility Repairs/Improvements	<u>\$601,301.00</u>
Total Amount Remaining for other Projects in Fiscal Year 2026	\$3,398,699.00

Amended Contract Expiration Date: June 30, 2027

Original Contract Expiration Date: June 30, 2030

**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 four hundred twenty-eight (428) 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.

## **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 \$570.00 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 \$570.00 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 Finance Department.
- 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 Finance Department.

- 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.



Final Payment Acknowledgement

To the City of Prescott, Arizona:
Fann Environmental, LLC
6708 Corsair Avenue, Suite A
Prescott Arizona, 86301
mikeyoung@fannenvironmental.com

Fann Environmental, LLC, has submitted the final pay application for the Sundog Wastewater Treatment Plant Facility Repairs/Improvements project Contract No. 2026-084A1 in the consideration of:

\$ \_\_\_\_\_ .

(Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project within the next 90 days.

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

(Authorized Signature)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )
) ss.

County of \_\_\_\_\_ )

Subscribed and sworn to before me by \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

\_\_\_\_\_

Notary Public

\_\_\_\_\_

Commission Expires



Accepted By:

\_\_\_\_\_  
AUTHORIZED SIGNATURE (FULL NAME)

\_\_\_\_\_  
PRINTED FULL NAME

\_\_\_\_\_  
TITLE

Fann Environmental, LLC

\_\_\_\_\_  
VENDOR

\_\_\_\_\_  
DATE SIGNED

ATTEST:

\_\_\_\_\_  
SARAH M. THORNHILL, CITY CLERK

\_\_\_\_\_  
DATE SIGNED

Approved By:

\_\_\_\_\_  
CATHEY RUSING, MAYOR

\_\_\_\_\_  
DATE SIGNED

APPROVED AS TO FORM:

\_\_\_\_\_  
JOSEPH D. YOUNG, CITY ATTORNEY

\_\_\_\_\_  
DATE SIGNED

## Exhibits List

A - Sundog\_JOC\_WWTP\_Facilty\_03-09-2026

B - Sundog\_WWTP\_JOC\_Map

**Exhibit A**

Sundog\_JOC\_WWTP\_Facilty\_03-09-2026



**One Stop Environmental Solutions**

March 9, 2026

Mr. William Bodine  
Wastewater Superintendent  
City of Prescott  
Public Works Department  
1500 Sundog Ranch Road  
Prescott, AZ 86301

**RE: Sundog WRF JOC Projects Proposal**

Dear Mr. Bodine,

Fann Environmental is pleased to present you with this proposal for the various projects that we have looked at and provided individual JOC projects for the Sundog WRF listed below:

**#1 - Removal and Installation of Equipment in Primary Clarifier**

The proposal includes all of the labor and equipment to dismantle the primary clarifier and rebuild the clarifier, with the installation of the new parts and materials pre-purchased and furnished by the City of Prescott.

**Cost of Clarifier Equipment Removal and Installation: \$ 41,153.00**

**#2-Clarifier Sandblasting and Coating**

After the removal of all equipment in the Primary Clarifier, we will schedule to have the interior concrete surfaces pressure washed and sandblasted. The clarifier will then have some pre-identified repairs made with Calcium Aluminate Mortar up to ½” thick. The interior surfaces (approximately 13,520 SQFT Total) will be prepped and coated with 125 mils of Sauereisen 210XHB or equal, as per specifications provided. This proposal includes all labor, equipment, and sales tax on the material.

**Costs for Primary Clarifier Sandblasting and Coating: \$474,692.00**

**#3-Construction Standpipe & Tank Removal**

This proposal is for the demo and removal of the reuse water storage tank and associated piping located on the hill above the construction standpipe. FE will also locate and repair the leak in the fill line and make a piping connection directly to the standpipe piping. FE will install a pressure switch in the discharge pipe at the pump site to control the water to the standpipe. When the valve at the standpipe is operated, and the pressure drops, the pump will sense the loss of pressure, and will start automatically, and the pump will shut off automatically when the valve is closed at the standpipe and the pressure increases to the set shut off pressure. This proposal includes all of the labor, equipment and materials necessary to complete the

project. We do understand the concern regarding the leaning tank, and we will coordinate and schedule the project completion within a couple weeks from Notice to Proceed.

**Costs for Construction Standpipe and Tank Removal: \$16,052.00**

**#4-Installation of a New Mechanical Bar Screen**

This proposal is for installation services for the new Aqualitec Mechanical Bar Screen, washer compactor for the Sundog WRF. This proposal includes all of the labor and equipment to dismantle and remove the existing mechanical bar screen and all appurtenances, and install the new bar screen, washer compactor, bagging system and TPC control panel with the equipment, parts, and materials pre-purchased and furnished by the City of Prescott. Electrical and control work is limited to the equipment provided by the manufacturer and located at the new bar screen. Startup and commissioning are included for a complete turn-key installation.

**Cost to Install New Bar Screen: \$43,452.00**

**#5-Septage Grinder Pump & Float Control**

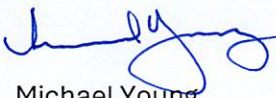
This proposal provides a means to empty the septage receiving facility when the set level has been reached, for the Sundog WRF. Upon visiting the site, we strongly feel that the grinder pump is going to be problematic and high maintenance in this application. We propose to install a motorized 8" plug valve (MOV) installed in the pipe gallery and have it operated by an adjustable level control/float switch in the wet well. This proposal includes all of the labor, equipment and materials to install a new 8" motorized plug valve into the discharge piping located in the pipe gallery and furnish and install a float switch and any needed electrical control items. Electrical and control work is limited to the equipment provided and installed by FE. Startup and commissioning are included for a complete turn-key installation.

**Septage Station 8" MOV and Float Control \$25,952.00**

**Total Cost of all Five Projects: \$601,301.00**

Please let me know if you have any questions.

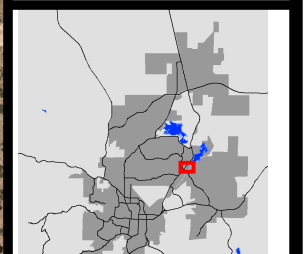
Respectfully Submitted,  
Fann Environmental, LLC



Michael Young  
President

**Exhibit B**

Sundog\_WWTP\_JOC\_Map



Sundog WWTTP JOC

This map is a product of  
The City of Prescott





TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: Public Works  
ITEM #: 9.D  
SUBJECT: Approval to Auction Items at Surplus Auction.

## ITEM SUMMARY

This item requests approval for the sale of surplus items listed on Attachment A.

## BACKGROUND

The Fleet Services Division is responsible for properly selling City Fleet assets that have reached the end of their useful life. According to Prescott City Code, vehicles and equipment that exceed \$3,000.00 in value require Council approval to be disposed of. The list of assets meets the criteria established by the Fleet Services Division for replacement. The division conferred with user departments to determine whether to retire each vehicle. Criteria for determining vehicles for surplus include, but are not limited to, mileage, excessive maintenance cost, reliability, safety issues, and utilization.

Fleet Services will utilize City Contract No. 2026-065 with Harris Auction to auction off the assets in Attachment A.

## FINANCIAL IMPACT

The proceeds are returned to the funds that originally incurred the purchase cost. Harris Auction will be paid a 7.5% commission from the auction proceeds.

## RECOMMENDED ACTION

MOVE to approve auctioning off surplus items

## ATTACHMENTS

1. ATTACHMENT A

## Attachment A

#612 – 1988 INGERSOLL RAND P185WJD, AIR COMPRESSOR - VIN 165631U88329

#943 – 2000 DODGE DAKOTA 4X4 - VIN 1B7GG26XXYS698241

#1001 – 2002 VOLVO VHD64B DUMP TRUCK - VIN 4V5KC9UF12N334515

#1082 – 2004 FORD CROWN VICTORIA - VIN 2FAFP71W84X130428

#1110 – 2005 FORD F350 4X2 - VIN 1FDWF36Y15EB96785

#1134 – 2005 FORD F350 4X4 - VIN 1FDWF37Y85EB96782

#1153 – 2006 FORD E350 4X2 - VIN 1FBSS31L56DA05343

#1211 – 2008 FORD F250 4X2 - VIN 1FTNF20568EA09148

#1273 – 2008 FORD F550 4X2 - VIN 1FDAF56Y38EC88958

#1276 – 2008 FORD F350 4X4 - VIN 1FTWF31Y98EC88954

#1313 – 2009 HONDA ST1300 MOTORCYCLE - VIN JH2SC51749K600151

#1330 – 2008 FORD CROWN VICTORIA - VIN 2FAHP71V38X112991

#1353 – 2011 FORD CROWN VICTORIA - VIN 2FABP7BV2BX135237

#1357 – 2006 ATLAS COPCO XAS97AIR COMPRESSOR - VIN 4500A10116R017668

#1431 – 2015 FORD F550 4X4 - VIN 1FDUF5HT5FEC55827

#1454 – 2016 FORD F550 4X4 - VIN 1FDUF5HT5GEB86915

#1472 – 2017 CATERPILLAR 930M LOADER - VIN 0KTG02261

#1484 – 2017 FORD F350 4X4 - VIN 1FD7X3F68HEC46781

#1487 – 2017 FORD F350 4X4 - VIN 1FDBF3F68HED70255

#GEN10 – 2000 CAT 150KW GENERATOR VIN 30A04450

#GEN11 – 2000 GENERAC 155KW GENERATOR VIN2045573

MISC ITEMS – SNOWPLOW, GOLF CART, 2 FUEL TANKS, HYDRAULIC PRESS



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: Police  
ITEM #: 9.E  
SUBJECT: Approval of City Purchase Order No. 2260609 with Safeware, Inc. Utilizing the Cooperative Contract #159469 with OMNIA for the Purchase of a Portable X-Ray Scanner Used to Detect Explosive Devices in the Field in the Amount of \$87,382.69. Funding is Budgeted & Available Through Public Safety Sales Tax Initiative Funds.

## ITEM SUMMARY

This item is for the approval of City Purchase Order No. 2260609, the Police Department is seeking approval to purchase a portable x-ray scanner used to detect explosive devices in the field related to calls for suspicious packages and during large-scale public events such as the Courthouse Lighting in December.

## BACKGROUND

The Prescott Police Department currently responds to calls for service regarding suspicious packages throughout the year as well as ensuring that all large-scale public events in the downtown area are free from suspicious packages that potentially could be explosive devices. Clearing parade routes or the Yavapai County Courthouse plaza is part of a normal protocol to protect the community during public events. Examples of these types of attacks on large crowded areas are becoming more prevalent, as we have seen recently during incidents in New York City and in the past with the Boston Marathon bombing.

Our protocol involves evaluating the situation and item and then requesting the assistance of the Arizona Department of Public Safety Explosive Ordinance Disposal Unit (EOD) to respond, which normally is several hours for an in-progress event. Currently, there are no EOD detection canines available in our region and there is no equipment available to our department for portable x-ray scanning of suspicious devices. For the pre-planned events, we request assistance from the EOD unit from the Arizona Department of Public Safety, but they are limited in their availability as they respond statewide to requests from other agencies as well as their own.

The system that we are looking to purchase is a portable scanner for determining the contents of suspicious bags and other items. The versatility of the system is such that it can be used in numerous different environments and there is a quick x-ray that provides a high-resolution image of the items inside the bag or package which can then be shared with the EOD team in real time to determine if there is a device and if it is active. This system includes a small generator, X-ray panel and a tablet that are easily carried by one person in the field and can be set up in under a few minutes. This allows an officer to scan a suspicious item in the field, obtain a high-resolution image of the contents of that package, which can be used to make a rapid decision on how to proceed, which may include evacuating an area and requesting assistance from the state EOD unit.

This system can also be used in another application related to illegal drug cases and interdictions conducted by our department K9 units. Our current drug detection relies on either the K9 scent search of a vehicle or consent for probable cause to enter the vehicle. The vehicle is then hand searched by officers, which can potentially expose officers to dangerous illegal drugs such as

fentanyl or hidden weapons. This system can be used after the K9 alert to take an image of the area that the dog alerts to on the vehicle and that image can be viewed by officers prior to hand searching the vehicle. This allows for a safer way to recover the illegal drugs and any weapons that could be hidden in that area as well.

The above-stated applications both apply to the usage of the system in a school environment. Scans of suspicious packages for danger can happen within minutes, instead of hours. This can mitigate threats more quickly, as well as allowing administrators and officers to make better decisions about evacuation. Student bags, lockers and vehicles can also be easily scanned for contraband, weapons, and other dangerous items, once it is determined to be necessary through investigation. This system can also be used as a regional asset, assisting other agencies within the local area with the above issues and investigations. Another benefit to the system, is that it is interoperable with other Cuattro systems. If a nearby agency also has a scanner, we can gather a larger image by combining the two systems and stitching the images together. This is a process the Quattro tablet and software inherently perform. In terms of future planning, this system would partner perfectly with a bomb detection K-9. As the dog could locate devices, and the system could give detailed images of the internals of the device.

### **FINANCIAL IMPACT**

Funding is available through the public safety sales tax initiative.

### **RECOMMENDED ACTION**

MOVE to approve City Purchase Order No. 2260609

### **ATTACHMENTS**

1. Quote 10280763
2. PO 2260609

Safeware, Inc.  
 4403 Forbes Blvd.  
 Lanham, MD 20706-432  
 USA  
 301-683-1234  
 www.safewareinc.com

Order Number	
10280763	
Order Date	Page
04/08/2026 15:28:55	1 of 2

Quote Expires On: 04/18/2026

**Contract No:** OMNIA PoP Contract #159469

**Bill To:**           **Customer ID:**   134802  
 Prescott Police Department  
 1601 Pine St  
 Prescott, WI 54021

**Ship To:**  
 Prescott Police Department  
 1601 Pine St  
 Prescott, WI 54021

715-262-5512

<b>PO Number</b>	<b>Taker</b>	<b>Email</b>
Cuatro Quote	Juan Diaz	jdiaz@safewareinc.com
<b>Freight Terms</b>	<b>Phone</b>	<b>Fax</b>
Freight Paid		
<b>Sales Representative</b>		
Robert Cooper		

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	UOM Unit Size	Price	Price
1.00	0.00	1.00	EA		CUA S-DET-1012FWX-V01	EA	32,626.26	32,626.26
				1.0	Cuatro Tactical 10" x 12" Xray Panel	1.0		
					Cuatro Tactical (99µm) 10"x12" Glass-Free, True One-Pulse AED, Wireless, Gadox X-Ray Panel with Cuatro SafeSignal Compatibility.			
1.00	0.00	1.00	EA		CUA S-CPU-32317	EA	8,476.31	8,476.31
				1.0	13.3" Ruggedized Tablet i7	1.0		
					13.3" Sunlight Readable Rugged Tablet with Intel 13th Gen i7 Processor, 512GB SSD, 16GB RAM, Capacitive Touch LCD, Windows 11, TPM 2.0 and TAA Compliant with Accessories, Power Supply, and INCLUDING CUATTRO TACTICAL SOFTWARE			
3.00	0.00	3.00	EA		CUA I-ACC-SFSG01	EA	8,226.48	24,679.44
				1.0	SafeSignal All-in-One DR Comm Module	1.0		
					Next Generation SafeSignal All-in-One DR Communications Module with Best-in-Class Extended Wireless Range for 1/2 Mile Node-to-Node Range (Mesh Capable for Extended Range)			
1.00	0.00	1.00	EA		CUA I-ACC-BGCOM01	EA	897.59	897.59
				1.0	Bluetooth Generator COM Control Module	1.0		

Safeware, Inc.  
 4403 Forbes Blvd.  
 Lanham, MD 20706-432  
 USA  
 301-683-1234  
 www.safewareinc.com

Order Number	
10280763	
Order Date	Page
04/08/2026 15:28:55	2 of 2

Quote Expires On: 04/18/2026

**Contract No:** OMNIA PoP Contract #159469

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		
1.00	0.00	1.00	EA		CUA S-ACC-BIPC02	EA	825.78	825.78
				1.0	Version 2 Clip-On Bipod for Cuattro Wire	1.0		
1.00	0.00	1.00	EA		CUA S-CSE-TCSKITBLK	EA	1,976.59	1,976.59
				1.0	BLACK - Fully Modular Tactical Case and Bag System for Tablet, XR150 Source, and 10"x12" and/or 4"x6" Panel – Starter Kit Includes Accessory Sleeve for Bipod and 1 Cable Pouches	1.0		
1.00	0.00	1.00	EA		CUA I-TRN-1DYON	EA	3,026.44	3,026.44
				1.0	On-Site Cuattro Training	1.0		
					One day digital radiography system training			
1.00	0.00	1.00	EA		CUA I-GEN-XR150	EA	7,426.47	7,426.47
				1.0	XR150 X-Ray Source 20V GFX 7PK	1.0		
					SOURCE ONLY			

**\*\*\*Ask me about the leasing and financing options that Safeware offers!\*\*\***

**Sales Representative :** rcooper@safewareinc.com

Total Lines: 8

**SUB-TOTAL:** 79,934.88  
**TAX:** 0.00  
**AMOUNT DUE:** 79,934.88  
 U.S. Dollars



# Purchase Order

Fiscal Year 2026 Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.**

Bill To BILLTO  
City of Prescott  
201 N. Montezuma Street, Ste 224  
Prescott, AZ 86301

Ship To 222SMS  
POLICE DEPARTMENT  
CITY OF PRESCOTT  
222 SOUTH MARINA STREET  
PRESCOTT, AZ 86303

Purchase Order Number **02260609**

Purchase Order Date **04/15/2026**

Department **POLICE**

Vendor 6594  
SAFEWARE INC  
4403 FORBES BLVD  
LANHAM, MD 20706

The Above Purchase Order Number Must Appear On all Correspondence - Packing Sheets And Bills Of Lading

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		6594	1260718	

### NOTES

CUATTRO PORTABLE XRAY SCANNER

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CUATTRO PORTABLE XRAY SCANNER PER QUOTE 10281686 UTILIZING OMNIA CONTRACT #159469 GL #: 1004620 - 8290 - 90228	1.0000	EACH	\$87,382.6900	\$87,382.69
					\$87,382.69

Approver Name: Sarah Siep

Approval Date: 04/15/2026

Total Ext. Price \$87,382.69

**Purchase Order Total \$87,382.69**

**Entire Agreement:** This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. Where there is conflict between documents, the controlling documents shall be in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's solicitation; the City's solicitation; and the Contractor's response to the solicitation.

**Overages/Underages:** Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

**Schedule:** Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of the anticipated delay.

**Payment:** Invoices will be paid according to early payment discount terms or thirty (30) days after the City's receipt and acceptance of goods or services. Payment periods will be computed from either the date of delivery or the completion of services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items.

**Warranties:** The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

**EEO/Discrimination:** During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Discrimination in Contracting: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

**Proprietary/Confidential Information:** The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

**Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

**Insurance:** The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, the following policy or policies of insurance: Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; if any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and if any work under this Contract will be performed by a resident of the state of Arizona, Worker's Compensation ( Industrial Insurance ) as required by the State of Arizona. The insurance shall be endorsed to include the City of Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.

**Compliance with Law:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

**Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

**Taxes:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

**Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

**Adjustments:** The City's Purchasing Agent may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

**Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.

**Assignment:** Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

**Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

**Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

**Applicable Law:** This Contract shall be construed under the laws of the State of Arizona; the venue shall be in the Superior Court for Yavapai County, State of Arizona.

**Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

**Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

**Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

**Termination:** For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

**Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters: Contractor shall provide to the City, upon request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date due to circumstances beyond its reasonable control, the Contractor shall make delivery as soon as practicable. If the Contractor is prevented from making such delivery, the Contractor shall assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer limited substitutions for consideration and shall provide such substitutions provided the Contractor obtains prior approval. Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a major emergency or disaster shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

**Contractor Immigration Warranty:** The 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 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 Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications 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 the 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.



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: Public Works  
ITEM #: 9.F  
SUBJECT: Approval of City Contract No. 2026-191 for the Purchase of One (1) EZ Liner Model TSALC023 (Arapahoe) Truck Mounted Striping Machine from EZ Liner & Arrow Striping Equipment Using Sourcewell Contract No. 050625-EZL, in the Amount of \$467,585.40. Funding Is Available in the Streets Fund.

## ITEM SUMMARY

This item is for approval of City Contract No. 2026-191. The Transportation Services Division, in coordination with the Fleet Services Division, is requesting authorization to purchase one EZ Liner Model TSALC023 (Arapahoe) Truck Mounted Striping Machine. This is a new equipment purchase that will support pavement marking operations and enhance the City's ability to perform striping work efficiently and in-house.

## BACKGROUND

The Transportation Services Division of Public Works is establishing a new in-house pavement striping operation to enhance the City's ability to maintain and refresh roadway markings. Historically, this work has been performed by private contractors. Bringing these services in-house will improve operational control, increase striping frequency, and allow for more timely response to maintenance needs and changing roadway conditions.

The addition of an in-house striping program was approved by City Council as part of the FY26 budget. The purchase of the EZ Liner Model TSALC023 (Arapahoe) Truck Mounted Striping Machine is a critical component of implementing this program, providing the specialized equipment necessary to perform efficient and high-quality pavement marking operations. The requested purchase amount of \$467,585.40 reflects the quoted equipment cost with the applicable 9.3% tax rate included. This equipment will support the City's goal of improving roadway safety and asset management through more proactive and flexible striping capabilities.

## FINANCIAL IMPACT

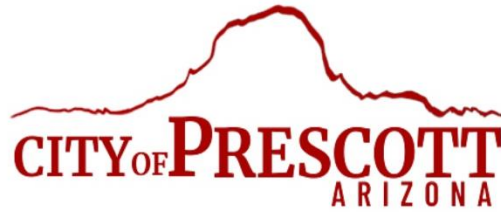
Funding is budgeted and available in the Public Works Department FY26 Streets Budget.

## RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-191

## ATTACHMENTS

1. City Contract No. 2026-191



## **COOPERATIVE AGREEMENT**

**Between**

**The City of Prescott**

**And**

**Vogel Traffic Services, Inc.,**

**dba EZ Liner-Arrow**

**For**

**One (1) EZ Liner Model TSALC0230 Arapahoe Plus Long Line Striping Truck Purchase**

**Contract No. 2026-191**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into this April 28, 2026, between the City of Prescott, an Arizona municipal corporation (the "City"), and Vogel Traffic Services, Inc., dba EZ Liner-Arrow (the "Vendor").

This Agreement between the City and the Vendor adheres to pricing found in the approved cooperative purchasing contract number (the "Contract") 050625 with Sourcewell Master Agreement. A copy of the cooperative purchasing contract is attached hereto as Exhibit B and incorporated herein by reference.

### **1. COMPENSATION**

The City shall pay the Vogel Traffic Services, Inc., dba EZ Liner-Arrow an amount not to exceed Four Hundred Sixty-Seven Thousand, Five Hundred Eighty-Five Dollars and Forty Cents (\$467,585.40), for providing One (1) EZ Liner Model TSALC023 (Arapahoe) Truck Mounted Striping Machine at the unit rate set in the Sourcewell Master Agreement Contract # 050625 Contract as per quote attached hereto as Exhibit A and incorporated herein by reference.

The City shall pay the Vendor upon delivery and acceptance of the Goods/Services and upon submission and approval of the invoice(s). The invoice(s) shall (i) contain a reference to this Agreement and the Contract and (ii) document the Goods/Services delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and the Contract will be subject to rejection and may be returned.

### **2. TERM OF CONTRACT**

Per the terms of Contract number 050625 with Sourcewell Master Agreement. Contract 050625 is a multi-year contract beginning from the date of award, July 11, 2025, for four (4) years. The contract may be extended up to a maximum of three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

The City of Prescott will follow the same term as contract number 050625 with the Sourcewell Master Agreement.

### **3. CONTRACT CONDITIONS**

#### **3.1. INVOICES**

All invoices shall be emailed to [fandboperations@prescott-az.gov](mailto:fandboperations@prescott-az.gov).

#### **3.2. NOTIFICATIONS**

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	Vogel Traffic Services, Inc., dba EZ Liner-Arrow
201 N. Montezuma Street	1920 Albany Place SE
Prescott, AZ 86301	Orange City, Iowa 51041
<a href="mailto:contracts@prescott-az.gov">contracts@prescott-az.gov</a>	<a href="mailto:mike.petersen@ezliner.com">mike.petersen@ezliner.com</a>

#### **3.3. CONFLICT OF INTEREST**

Pursuant to A.R.S. § 38-511, the City may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiation, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In the event of the foregoing, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiation, securing, drafting or creating this contract on behalf of the City from any other party to the contract, arising as a result of this contract.

#### **3.4. TERMINATION FOR CONVENIENCE**

The City reserves the right to terminate the Contract for convenience, in whole or in part at any time, when deemed in the best interests of the City without penalty or recourse upon ten (10) days written notice to the Vendor/Supplier/Contractor of such termination. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

#### **3.5. DISCREPANCY**

In the event of a discrepancy between this Contract and other documents incorporated into this Contract, this Contract shall control over such other incorporated documents.

#### **3.6. INDEMNIFICATION**

Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, the Vendor/Supplier/Contractor 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 Vendor/Supplier/Contractor'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 Vendor/Supplier/Contractor

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 Vendor/Supplier/Contractor has or may have against the City, its agents or employees, arising out of or in any way connected with the Vendor/Supplier/Contractor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

#### **4. INSURANCE REQUIREMENTS**

##### **4.1. GENERAL SERVICES**

Vendor/Supplier/Contractor and/or subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Vendor/Supplier/Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor/Supplier/Contractor from liabilities that might arise out of the performance of the work under this Contract by the Vendor/Supplier/Contractor, his agents, representatives, employees, or subcontractors. Vendor/Supplier is free to purchase such additional insurance as may be determined necessary.

##### **4.2. ADDITIONAL INSURANCE REQUIREMENTS**

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

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

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

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

All certificates required by this Contract shall be emailed directly to [coi@prescott-az.gov](mailto:coi@prescott-az.gov). The City contract number and project name/description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

##### **4.3. 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.

**4.4. 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.

**4.5. VERIFICATION OF COVERAGE**

Vendor/Supplier/Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

**4.6. INSURANCE LIMIT REQUIREMENTS**

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

Commercial General Liability – Occurrence Form:

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

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

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

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

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

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

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

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

Worker’s Compensation and Employer’s Liability

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	\$1,000,000
• Disease - Each Employee -	\$1,000,000
• Disease - Policy Limit -	\$1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor/Supplier/Contractor.

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

**4.7. WORKERS' COMPENSATION**

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

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

Vogel Traffic Services, Inc., dba EZ Liner-Arrow

City of Prescott, a municipal corporation:

\_\_\_\_\_  
AUTHORIZED SIGNATURE (FULL NAME)

\_\_\_\_\_  
CATHEY RUSING, MAYOR

\_\_\_\_\_  
PRINTED FULL NAME

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
DATE SIGNED

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
SARAH M. THORNHILL, CITY CLERK

\_\_\_\_\_  
JOSEPH D. YOUNG, CITY ATTORNEY

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED

## Exhibits List

A - Prescott, AZ TSALC0230 SW proposal -updated on 4.15.26

B - Vogel-EZ Liner Contract 050625

**Exhibit A**

Prescott, AZ TSALC0230 SW proposal -updated on  
4.15.26



April 15, 2026

City of Prescott, AZ  
432 N Virginia Street  
Prescott, AZ 86301

SW Account #35028

Re: Sourcewell Contract No. 050625-EZL Purchase of EZ Liner Model TSALC0230  
Truck Mounted Striping Machine

Mr. Dean Thompson,

Thank you for the opportunity to submit a proposal to the City of Prescott for the purchase of one new EZ Liner Model TSALC0230 paint striping body mounted on a new Isuzu Model NRR diesel chassis.

As part of this proposal the following information is being provided:

1. Proposal Price Sheet for the paint striping body with chassis.
2. A copy of EZ Liner's "Sourcewell Master Agreement #050625-EZL-Specifications for EZ Liner Model TSALA0230 Arapahoe Plus" dated 04/17/25, revised 9/10/25.
3. A copy of the City's "Specifications for EZ Liner Model TSALC0230" dated 2/6/26.
4. Comparison of Sourcewell Master Agreement #050625-EZL Specifications (TSALA0230) to the City's specifications (TSALC0230) summarizing the changes.
5. Technical literature packet outlining what EZ Liner is proposing to provide.

The anticipated completion date on the City's Model TSALC0230 paint truck is 21 days ARO pending the sale of the in-stock Arapahoe paint truck currently coming off the assembly line. If this stock model is sold prior to the City placing their order, then a 180-day ARO availability would apply. EZ Liner production slots are issued based on receipt date of this executed agreement per the terms and conditions of this proposal. Where the delivery of materials is delayed beyond the control of EZ Liner, EZ Liner shall not be liable for any additional costs or damages associated with such delays.

All prices quoted are valid for 60 days from the date of this proposal. Freight quotes provided are estimated and subject to change. If price adjustment to freight is necessary, the actual freight cost will be invoiced at the time of shipment. Payment terms are Net 30, with balance due and payable within 30 days after shipment of the completed unit.

Any applicable federal, state, and local taxes, duties, fees, licenses, and other government charges in connection with this agreement are not included in pricing and are the responsibility of the customer.

If during the performance of this agreement the cost of materials increases due to tariffs, surcharges, or other charges assessed by a supplier through no fault of EZ Liner – Arrow, the price quoted in this agreement may be adjusted. This adjustment will be listed separately on the invoice as a “Non-Contract Tariff Adjustment”.

Your signature below will signify that you have read this entire proposal and agree to its price, the equipment as listed and its terms and conditions. Please complete the Customer Approval section below. Send to your sales representative this signed acknowledgment and, if applicable, your executed purchase order:

Mike Petersen  
Territory Sales Manager – Government Agencies  
[mike.petersen@ezlinerarrow.com](mailto:mike.petersen@ezlinerarrow.com)  
712-360-2108

The City’s new paint truck will be delivered by lowboy trailer. City staff may be responsible for driving their truck off the trailer.

EZ Liner looks forward to working with the City of Prescott by providing quality paint striping equipment supported by superior customer service!

Respectfully submitted,

**CUSTOMER APPROVAL:**

Vogel Traffic Services, Inc. dba EZ Liner

City of Prescott, AZ

Signature *Rob Krommendyk*

Signature \_\_\_\_\_

April 15, 2026

Date \_\_\_\_\_

Rob Krommendyk

Printed Name \_\_\_\_\_

Design & Bid Project Manager

Title \_\_\_\_\_

---

## **EZ Liner & Arrow Striping Equipment**

**Arrow Striping Equipment** | 335 Orchard Lane, Billings, MT 59101  
**EZ Liner** | 1920 Albany Pl SE, Orange City IA 51041

(800) 373-4016  
**ezlinerarrow.com**

Affiliates of  
Vogel Traffic Services



April 15, 2026

City of Prescott, AZ  
432 N Virginia Street  
Prescott, AZ 86301

SW Account #35028

Re: Sourcewell Contract No. 050625-EZL Purchase of EZ Liner Model TSALC0230 Truck  
Mounted Striping Machine-**Price Sheet**

**Published Pricing**

<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>\$/EA</b>	<b>List Price</b>
500ACP	AL230 Arapahoe Base unit w/o chassis	1	\$344,875	\$344,875
712	Video guidance system	1	\$16,030	\$16,030
	<b>Subtotal</b>			<b>\$360,905</b>
	7% discount			<b>(\$25,263)</b>
	<b>Net amount published pricing</b>			<b>\$335,642</b>

**Chassis**                      2025 Isuzu NRR Diesel cab & chassis                      **\$75,123**

**Sourced Goods**

<b>Item #</b>	<b>Description</b>	<b>Qty</b>	<b>\$/EA</b>	<b>List Price</b>
SG #1	Whelen TAC850 rear facing light stick	1	\$2,190	\$2,190
SG #2	Dual color plumbing to paint gun	1	\$ 500	\$ 500
SG #3	3 days of training in Prescott, AZ	1	\$7,345	\$7,345
SG #4	Delivery	1	\$7,000	\$7,000
	<b>Subtotal</b>			<b>\$17,035</b>

**Total F.O.B. Destination**                      **\$427,800**

**SOURCEWELL MASTER AGREEMENT #050625**  
**SPECIFICATIONS FOR ROADWAY MAINTENANCE EQUIPMENT**  
**EZ-LINER MODEL TSALA0230**  
**Arapahoe Plus**  
**4/17/25, revised 9/10/25**

- 1.0 **Performance specification:** This truck unit shall be capable of painting standard latex traffic paint with varying widths of lines from 4" to 6", and with distance between lines from 0" to 6". Paint applications speeds shall be from 4-10 mph. The truck will be capable of application rates of 15 mil wet film thickness paint for standard formulations of traffic paint and 6 lbs./gal for Type I glass beads. The unit is designed to operate in its own lane of traffic and shall be able to apply centerline and lane line/edge lines simultaneously. Independent carriage steering systems allow individual adjustment of gun carriages. Unit shall be made in the USA. Configuration choices made with options may impact the above performance.
- 2.0 **Arapahoe Plus Base: 500ACP**
- 2.1 Deck color: White
  - 2.2 Deck composition: 3/16-inch-thick aluminum deck that is 88 inches wide. Smooth aluminum deck welded to 3-inch crossmembers supported by 4-inch-long sills. Grip strips are adhered to top deck surface in walkways. Railings consist of 42-inch-high aluminum rails except in the operator area where they are 32 inches high.
  - 2.3 Operator area: An aluminum canopy is over the operator area. 2 seats are provided with air ride suspension. Each seat has a foldup armrest on the inside and a fixed armrest on the outer rail. One 10 lb fire extinguisher provided in the operator area. 2 cup holders are provided loose for customers to install. A light will be installed over each operator station with a red/white option.
  - 2.4 Deck access: 2 ladders installed in front of operator areas on the sides. (1) rear entrance with steps into the operator area. All access points have grab handles on the sides.
  - 2.5 Rear step: Rear bumper incorporates steps into operator area. Bumper clearance is 15-16 inches with approximately 18-inch first step height.
  - 2.6 Carriage outrigger: Tube-in-tube design with UHMW interface pads.
  - 2.7 Carriage structure: Medium duty carriage on each side with 1 swivel tire on each. Carriages are in front of rear tires. A switch in the controller will control the lift cylinder for each respective carriage. An automatic hold transport bracket will maintain each carriage in transport position. Gun carriage layout will be determined by selections.
  - 2.8 Line guide: A line guide with wheel will be mounted to the front bumper. The guide will allow for physical guidance of the truck. The guide arm shall extend

out at least 10 feet in front of the bumper and collapse down for transport. Guiding off either center line or edge line is possible.

- 2.9 Auxiliary engine: A Tier 4 Final 74 hp diesel engine with 120-amp alternator shall be provided with controls at rear operator position, fuel drawn from chassis fuel tank and separate battery. The engine shall have a vertical exhaust with an approximately 24" extension with rain cap.
- 2.10 Air compressor: Boss Industries Model Infinity 100 series air compressor with built in cooler. 85 cfm air flow @100 psi.
- 2.11 Air system control box: An enclosure is mounted at the rear operator station to house air regulators and gauges.
- 2.12 Air system components include a 12-gallon air tank reservoir, LaMan extractor/dryer with automatic drain, and Humphrey M310 solenoids to control paint and bead guns. The line guide will be raised and lowered by a 3-inch air cylinder via an M310 solenoid controlled by a switch in the chassis cab. Each carriage is raised and lowered via a 3-inch air cylinder via a Norgren 4-way valve. A regulator and gauge are mounted on the bead tank to control the bead tank pressure. Carriage cylinders have a fixed down pressure regulator.
- 2.13 Bead system: 1 bead tank with 85-gallon capacity (roughly 1000 lb. capacity with Type I beads). Sight glasses on the tank face towards the curb side of the deck. A screen is installed in the neck of the bead tank for manual loading of bag and screening of beads loaded with a load system. A vacuum bead loading system shall be provided powered by a jet pump with muffler. A 2"x12' load hose with cam and groove fitting on the tank end and a nipple on the other will be provided.
- 2.14 Bead guns: (3) Graco model 238-338. Bead hoses are 3/4 inch clear poly spring material.
- 2.15 Hydraulic pump: 3.66 CIR pressure compensated rotary piston pump. Integrated solenoid for standby mode with a control switch mounted at the auxiliary engine controls box. 3.0 CIR gear pump to drive the air compressor.
- 2.16 Hydraulic system components: 50-gallon oil reservoir, steering sectors to control carriage extension cylinders, 2 high pressure paint pumps, one agitator for each paint tank. Pump standby switch is located the aux engine control box for ease of starting the engine. Air compressor on/off is controlled by a solenoid with a switch mounted at the air system control box.
- 2.17 Paint supply: A stainless-steel paint tank shall be provided with two sections. Each section shall have a volume of 115 gallons for a total volume of 230 gallons. The tank shall have a bottom that slopes 2" toward the outlets. A 4" splash area shall be calculated into the volume of the tanks. A graphite-based coating (EZ-Slide RB-9512 or equal) shall line the inside the tanks to be easily scraped clean to the stainless-steel surface at the end of the 1<sup>st</sup> season of use.

- 2.18 Paint system: Two ARO Model 666151-244C diaphragm pumps (1-1/2 inch) for loading paint into tanks and charging high pressure pumps. Strainer at outlet of diaphragm pump - 100 square inch with 1/8-inch holes. Valves to isolate filter during cleaning. Two Titan/Specflo Model 445-345 13 GPM high pressure paint pumps. Cam and groove fittings at pump inlet for easy removal. High pressure plated steel ARO filters on the outlet of each pump - 18 square inch filtration surface with 40 mesh screens. Each paint color system will have a surge chamber to even out pressure variances.
- 2.19 Paint hoses: 2-inch x 12-foot transfer hoses with cam and groove fittings on both ends, one per paint color. Two 1-1/2-inch stainless steel load tubes with 90-degree elbow for drawing from drums, one per paint color. 1/2-inch ID paint hose from each high-pressure filter to the top of the respective tank. 1/2-inch ID paint hose from each high-pressure filter to the respective surge chamber. 3/8-inch ID paint hoses from the surge chamber to each paint gun. All high-pressure paint hoses nylon lined with female plated steel hose end fittings. All low pressure plumbing chemcat hoses with stainless steel fittings.
- 2.20 Paint guns: (3) Graco model 238-377 guns are mounted to the carriage with adjustable brackets. 3/8-inch hoses to each gun. A Graco Flex gun model 005-900 fitted with a 1/4 inch by 25-foot hose and a quick disconnect is provided with a mating disconnect at the white surge chamber.
- 2.21 Controller: 2 model SC-12 skip timers, one at each operator station. Timer boxes will be set up for 4 paint guns max with a carriage lift switch. Switches will be provided in the timer box to lift or lower each paint gun via a 6-inch electric actuator.
- 2.22 Control box in chassis cab: Contains main striping controls including main power switch, strobe lights switch, and other possible options.
- 2.23 Mid-Deck electrical enclosure: An electrical cabinet is mounted near the midpoint of the deck holding additional timer equipment and to terminate equipment mounted to the deck. A panel is provided with circuit breakers and terminal strips and a fuse block to distribute power and to allow for easy troubleshooting and maintenance.
- 2.24 Wiring: Electrical wiring for the body is a 12-volt system with color coded wiring and circuit protection as needed.
- 2.25 Body lighting: all necessary vehicle lights provided are LED.
- 2.26 Strobe light system: (2) Whelen L41AP 360° strobes on the front corners of the deck. (2) Whelen L41AP 360° strobes are mounted at the rear corners of the canopy at the roofline on offset brackets. (2) Whelen LINV2A 180° mini strobes are mounted to the carriages, one strobe per carriage. A single switch in the chassis cab controls power all strobes.
- 2.27 Intercom system: A 3-station David Clark intercom system will be provided. A U3800 base station will be installed in the chassis cab with a single-ear H3492 headset. A U3801 and a U3802 station will be installed at the operator

positions, each with an H3432 dual-eared headset. A metal hook will be provided at each station to hold headsets when not in use.

- 2.28 **Work light system:** A set of (8) work lights for the truck. 4 are mounted to illuminate the carriage area. 2 are mounted to illuminate the truck deck space. 1 is mounted on the line guide. 1 is mounted at the low-pressure pumps. There are separate switches in the chassis console for carriage lights, the deck and load lights, and the line guide light.
- 3.0 **Technical literature:** Descriptive literature, technical data and photographs shall be included with the proposal.
- 4.0 **Manuals:** Two (2) sets of Operation/Maintenance manuals shall be provided for the paint striping body on flash drives. The basic chassis information packet shall be provided for the chassis.
- 5.0 **Chassis:** A minimum 19,500 lb GVWR chassis is needed for this striper unit but will be quoted separately at time of proposal.
- 6.0 **Warranty:** See warranty statement included with proposals.
- 7.0 **Training:** Two (2) days of training are recommended but will be quoted separately at time of proposal.
- 8.0 **Availability:** Determined at time of order.
- 9.0 **Delivery:** F.O.B Orange City, IA. Delivery to be quoted separately.
- 
- 10.0 **Optional and configurable components (can be added by members as desired):**
- 10.1 **Chassis roof laser: 501A.** (1) LaserLine GL3000-P to be mounted on a roof bracket on the chassis roof. Controller will be installed in the chassis cab. Laser position can be adjusted remotely from inside the chassis within the adjustment parameters.
- 10.2 **Chassis light bars: 502A.** 2 Whelen MC23PA amber mini-lightbars will be mounted on top of the chassis on a roof bracket.
- 10.3 **Bead Scales: 585.** (3) Griffith Elder shear beam scales will be installed under the bead tank to track the usage of glass beads. A scale head will be installed under the canopy, visible to the operators, and will display the weight of remaining beads.
- 10.4 **Bead Scales Integrated to Datalogger: 586.** (3) Griffith Elder shear beam scales will be installed under the bead tank to track the usage of glass beads. A scale head will be installed under the canopy, visible to the operators, and will display the weight of remaining beads. A scale forwarder will be installed to integrate the bead weight with the datalogger system.

- 10.5 Toolbox: **630**. This option is for an aluminum toolbox that is 18 x 18 x 24 inches. Toolbox door opens downwards and has turn to open latch.
- 10.6 Digital speedometer: **700**. A small display is mounted in the chassis cab in front of the operator to show current vehicle speed to the tenth of one mph.
- 10.7 Remote trigger: **705A**. A manual handheld trigger for the striping timer system. It allows the user to manually trigger the on/off cycle of the guns currently painting. A trigger can be set to fully manual where the on and off are manually controlled or semi-automatic where only the start of the skip is controlled by the operator. The trigger plugs into a junction box near each operator station.
- 10.8 Datalogger: **710**. A Skip-Line model DL-18 datalogger will be included. A touchscreen will be connected to the DL-18. A text editor is included to allow documentation of job details. Sensors are included for ambient temperature and humidity and road surface temperature. Guidance video and bead scale integrations are not included with this option but are listed separately.
- 10.9 Skip Line data logger and video system: **711**. DL-18 Skip Line data logger unit shall be installed with a display in the driver's easy view. Multiple data sets, and multiple statuses may be displayed on this screen. GPS data for the truck can be recorded and tracked. This allows for connected data services as well. An actuated camera shall be mounted on each side of the truck. The driver can extend either camera and place lines on the screen to guide off the road image.
- 10.10 Video Guide: **712**. A video guidance system will be provided consisting of two Dakota Micro AgCam cameras mounted on 30-36" electric actuators. Video will be displayed on a touchscreen monitor integrated with the skip timer. The touchscreen will include a line generator and the ability to overlay data including ground speed ~~and material usage rates~~.
- 10.11 Printer: **722**. A full-page printer will be installed in the chassis cab for printing reports through the Skip-Line glass cockpit system. (Needs separate camera or datalogger option).
- 10.12 Black paint system: **758A**. This provides an additional 40-gallon stainless steel paint tank, 8.6 gpm Speeflo high pressure paint pump with filter, 1-1/2" low pressure pump for loading and charging black paint, and a paint load hose with stinger tube. This allows shadow lines to be painted white or yellow depending on the carriage configuration selected.

<b>SCOPE: 1. Roadway Maintenance Equipment; d. Pavement marking application equipment, attachments, accessories</b>		
<b>EZ Liner Arapahoe Product Code 500ACP</b>		
<b>TRUCK MOUNTABLE STRIPER</b>		
<b>PAINT STRIPING BODY ONLY -DOES NOT INCLUDE CHASSIS</b>		
<b>Item</b>	<b>Description</b>	<b>List Price</b>
500ACP	TSALA0230 Arapahoe Base unit without chassis	\$344,875.00
501A	Laser guidance system, LaserLine GL3000P	\$ 8,600.00
502A	Chassis light bars, (2) Whelen MC23PA	\$ 2,050.00
585	Stand alone digital scale system for bead tank	\$ 5,710.00
586	Bead Scales Integrated to Datalogger (option 710 or 711)	\$ 6,320.00
630	Aluminum toolbox (18"x18"x24"), each	\$ 1,000.00
700	Digital speedometer	\$ 1,850.00
705A	Remote trigger switch for gun control, each	\$ 820.00
710	Skip-Line DL-18 datalogger	\$ 13,200.00
711	Data logging system with camera guidance	\$ 27,390.00
712	Video guidance system	\$ 16,030.00
722	Full-page printer	\$ 1,250.00
758A	Black paint system	\$ 27,680.00
<b>Installation/Repair Service of Road Maintenance Equipment labor rate Not To Exceed</b>		<b>\$ 200.00/HR</b>
<b>F.O.B. FACTORY. TRAINING AND DELIVERY PRICED SEPARATELY.</b>		
<b>A 7% DISCOUNT ON BASE UNIT, OPTIONS, AND LABOR RATE LISTED ON THIS</b>		
<b>PRICING PAGE IS AVAILABLE TO SOURCEWELL MEMBERS.</b>		
<b>EFFECTIVE DATE: 09/15/25</b>		

CITY OF PRESCOTT, AZ  
EZ LINER MODEL TSALC0230  
2/6/26

- 1.0 **Performance specification:** This truck unit shall be capable of painting standard latex traffic paint with varying widths of lines from 4" to 6", and with distance between lines from 0" to 6". Paint applications speeds shall be from 4-10 mph. The truck will be capable of application rates of 15 mil wet film thickness paint for standard formulations of traffic paint and 6 lbs./gal for Type I glass beads. The unit is designed to operate in its own lane of traffic and shall be able to apply centerline and lane line/edge lines simultaneously. Independent carriage steering systems allow individual adjustment of gun carriages. Unit shall be made in the USA.
- 2.0 **Technical specification:**
- 2.1 Deck color: White
  - 2.2 Deck composition: 3/16-inch-thick aluminum deck that is 88 inches wide. Smooth aluminum deck welded to 3-inch crossmembers supported by 4-inch-long sills. Grip strips are adhered to top deck surface in walkways. Railings consist of 42-inch-high aluminum rails except in the operator area where they are 32 inches high.
  - 2.3 Operator area: An aluminum canopy is over the operator area. 2 seats are provided with air ride suspension. Each seat has a foldup armrest on the inside and a fixed armrest on the outer rail. One 10 lb fire extinguisher provided in the operator area. 2 cup holders are provided loose for customers to install. A light will be installed over each operator station with a red/white option.
  - 2.4 Deck access: 2 ladders installed in front of operator areas on the sides. (1) rear entrance with steps into the operator area. All access points have grab handles on the sides.
  - 2.5 Rear step: Rear bumper incorporates steps into operator area. Bumper clearance is 15-16 inches with approximately 18-inch first step height.
  - 2.6 Carriage outrigger: Tube-in-tube design with UHMW interface pads.
  - 2.7 Carriage structure: Medium duty carriage on each side with 1 swivel tire on each. Carriages are in front of rear tires. A switch in the controller will control the lift cylinder for each respective carriage. An automatic hold transport bracket will maintain each carriage in transport position. Gun carriage layout will be determined by selections.
  - 2.8 Line guide: A line guide with wheel will be mounted to the front bumper. The guide will allow for physical guidance of the truck. The guide arm shall extend out at least 10 feet in front of the bumper and collapse down for transport. Guiding off either center line or edge line is possible.

- 2.9 Auxiliary engine: A Tier 4 Final 74 hp diesel engine with 120-amp alternator shall be provided with controls at rear operator position, fuel drawn from chassis fuel tank and separate battery. The engine shall have a vertical exhaust with an approximately 24" extension with rain cap.
- 2.10 Air compressor: Boss Industries Model Infinity 100 series air compressor with built in cooler. 85 cfm air flow @100 psi.
- 2.11 Air system control box: An enclosure is mounted at the rear operator station to house air regulators and gauges.
- 2.12 Air system components include a 12-gallon air tank reservoir, LaMan extractor/dryer with automatic drain, and Humphrey M310 solenoids to control paint and bead guns. The line guide will be raised and lowered by a 3-inch air cylinder via an M310 solenoid controlled by a switch in the chassis cab. Each carriage is raised and lowered via a 3-inch air cylinder via a Norgren 4-way valve. A regulator and gauge are mounted on the bead tank to control the bead tank pressure. Carriage cylinders have a fixed down pressure regulator.
- 2.13 Bead system: 1 bead tank with 85-gallon capacity (roughly 1000 lb. capacity with Type I beads). Sight glasses on the tank face towards the curb side of the deck. A screen is installed in the neck of the bead tank for manual loading of bag and screening of beads loaded with a load system. A vacuum bead loading system shall be provided powered by a jet pump with muffler. A 2"x12' load hose with cam and groove fitting on the tank end and a nipple on the other will be provided.
- 2.14 Bead guns: (3) Graco model 238-338. Bead hoses are 3/4 inch clear poly spring material.
- 2.15 Hydraulic pump: 3.66 CIR pressure compensated rotary piston pump. Integrated solenoid for standby mode with a control switch mounted at the auxiliary engine controls box. 3.0 CIR gear pump to drive the air compressor.
- 2.16 Hydraulic system components: 50-gallon oil reservoir, steering sectors to control carriage extension cylinders, 2 high pressure paint pumps, one agitator for each paint tank. Pump standby switch is located the aux engine control box for ease of starting the engine. Air compressor on/off is controlled by a solenoid with a switch mounted at the air system control box.
- 2.17 Paint supply: A stainless-steel paint tank shall be provided with two sections. Each section shall have a volume of 115 gallons for a total volume of 230 gallons. The tank shall have a bottom that slopes 2" toward the outlets. A 4" splash area shall be calculated into the volume of the tanks. A graphite-based coating (EZ-Slide RB-9512 or equal) shall line the inside the tanks to be easily scraped clean to the stainless-steel surface at the end of the 1<sup>st</sup> season of use.
- 2.18 Paint system: Two ARO Model 666151-244C diaphragm pumps (1-1/2 inch) for loading paint into tanks and charging high pressure pumps. Strainer at outlet of diaphragm pump - 100 square inch with 1/8-inch holes. Valves to isolate filter during cleaning. Two Titan/Specflo Model 445-345 13 GPM high

pressure paint pumps. Cam and groove fittings at pump inlet for easy removal. High pressure plated steel ARO filters on the outlet of each pump - 18 square inch filtration surface with 40 mesh screens. Each paint color system will have a surge chamber to even out pressure variances.

- 2.19 Paint hoses: 2-inch x 12-foot transfer hoses with cam and groove fittings on both ends, one per paint color. Two 1-1/2-inch stainless steel load tubes with 90-degree elbow for drawing from drums, one per paint color. 1/2-inch ID paint hose from each high-pressure filter to the top of the respective tank. 1/2-inch ID paint hose from each high-pressure filter to the respective surge chamber. 3/8-inch ID paint hoses from the surge chamber to each paint gun. The outside gun on the LH carriage shall be dual color plumbed, with 3/8"-inch hose from each surge chamber. All high-pressure paint hoses nylon lined with female plated steel hose end fittings. All low pressure plumbing chemcat hoses with stainless steel fittings.
- 2.20 Paint guns: (3) Graco model 238-377 guns are mounted to the carriage with adjustable brackets. 3/8-inch hoses to each gun. A Graco Flex gun model 005-900 fitted with a 1/4 inch by 25-foot hose and a quick disconnect is provided with a mating disconnect at the white surge chamber.
- 2.21 Controller: 2 model SC-12 skip timers, one at each operator station. Timer boxes will be set up for 4 paint guns max with a carriage lift switch. Switches will be provided in the timer box to lift or lower each paint gun via a 6-inch electric actuator.
- 2.22 Control box in chassis cab: Contains main striping controls including main power switch, strobe lights switch, and other possible options.
- 2.23 Mid-Deck electrical enclosure: An electrical cabinet is mounted near the midpoint of the deck holding additional timer equipment and to terminate equipment mounted to the deck. A panel is provided with circuit breakers and terminal strips and a fuse block to distribute power and to allow for easy troubleshooting and maintenance.
- 2.24 Wiring: Electrical wiring for the body is a 12-volt system with color coded wiring and circuit protection as needed.
- 2.25 Body lighting: all necessary vehicle lights provided are LED.
- 2.26 Strobe light system: (1) Model TAC850 Arrow stick facing rear. (2) Whelen L41AP 360° strobes on the front corners of the deck. (2) Whelen L41AP 360° strobes are mounted at the rear corners of the canopy at the roofline on offset brackets. (2) Whelen LINV2A 180° mini strobes are mounted to the carriages, one strobe per carriage.
- 2.27 Intercom system: A 3-station David Clark intercom system will be provided. A U3800 base station will be installed in the chassis cab with a single-ear H3492 headset. A U3801 and a U3802 station will be installed at the operator positions, each with an H3432 dual-eared headset. A metal hook will be provided at each station to hold headsets when not in use.

- 2.28 **Work light system:** A set of (8) work lights for the truck. 4 are mounted to illuminate the carriage area. 2 are mounted to illuminate the truck deck space. 1 is mounted on the line guide. 1 is mounted at the low-pressure pumps. There are separate switches in the chassis console for carriage lights, the deck and load lights, and the line guide light.
- 2.29 **Video guidance system:** A video guidance system will be provided consisting of two Dakota Micro AgCam cameras mounted on 30-36" electric actuators. Video will be displayed on a touchscreen monitor integrated with the skip timer. The touchscreen will include a line generator and the ability to overlay data including ground speed.
- 3.0 **Technical literature:** Descriptive literature, technical data and photographs shall be included with the proposal.
- 4.0 **Manuals:** Two (2) sets of Operation/Maintenance manuals shall be provided for the paint striping body on flash drives. The basic chassis information packet shall be provided for the chassis.
- 5.0 **Chassis:** One (1) new 2025 MY Isuzu NRR 19,500 lb. GVWR chassis will be provided per the cab & chassis specification enclosed.
- 6.0 **Warranty:** See warranty statement included with proposals.
- 7.0 **Training:** Three (3) days of training by an experienced factory technician will be provided as part of this contract in Prescott, AZ. Training will begin approximately 1 week following delivery and acceptance of the unit. All travel expenses for the training are included in the overall price.
- 8.0 **Availability:** Determined at time of order.
- 9.0 **Delivery:** F.O.B. Prescott, AZ. Unit shall be shipped on a flatbed. All shipping expenses are included in the overall price.

April 15, 2026

City of Prescott, AZ  
432 N Virginia Street  
Prescott, AZ 86301

SW Account #35028

**Comparison of:** Sourcewell Master Agreement #050625-EZL Specifications for EZ Liner Model TSALA0230 Arapahoe Plus Base 500ACP dated 04/17/2025, revised 9/10/25.

**To:** City of Prescott's Specifications for EZ Liner Model TSALC0230 dated 2/6/26.

Mr. Thompson,

The following items have been changed on the Sourcewell Master Agreement #050625-EZL specifications and are covered by **Published Options**:

1. Page 4; 2.29: A video camera guidance system w/HDVO-318 has been added (item #712).

The following items listed in the City of Prescott's specifications are **changes to the contract specifications** that come under **Sourced Goods**:

1. Page 4; 5.0: A 2025 MY Isuzu Model NRR chassis has been added since the Sourcewell Master Agreement #050625-EZL specifications do not include a chassis. An addition has been included for this change.
2. Page 3; 2.26: A Whelen TAC850 Arrow stick has been added. An addition has been included for this change.
3. Page 3; 2.19: Dual color plumbing to the outside paint gun has been added to the left side carriage. An addition has been included for this change.
4. Page 4; 7.0: 3 days of training are added and covered under Sourced Goods.
5. Page 4; 9.0: Delivery F.O.B. Prescott, AZ has been added. An addition has been included for this change.

**Exhibit B**

**Vogel-EZ Liner Contract 050625**



**MASTER AGREEMENT #050625**  
**CATEGORY: Roadway Maintenance Equipment**  
**SUPPLIER: Vogel Traffic Services, Inc. dba EZ Liner-Arrow**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vogel Traffic Services, Inc. dba EZ Liner-Arrow, 1920 Albany Place SE, Orange City, IA 51041 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 7, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #050625 to Participating Entities. In Scope solutions include:
  - a. Asphalt recyclers and reclaimers, hot boxes;
  - b. Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters;
  - c. Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment; and,
  - d. Pavement marking application and removal equipment.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**
  - i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted

Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

**Article 2:  
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement

and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be

deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

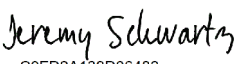
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

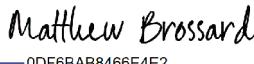
standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Vogel Traffic Services, Inc.  
dba EZ Liner-Arrow

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 7/11/2025 | 3:28 PM CDT  
 \_\_\_\_\_

Signed by:  
  
 0DF6BAB8466E4E2...  
 By: \_\_\_\_\_  
 Matthew Brossard  
 Title: President  
 Date: 7/11/2025 | 1:21 PM CDT  
 \_\_\_\_\_

# RFP 050625 - Roadway Maintenance Equipment

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## Vendor Details

Company Name: Vogel Traffic Services, Inc.  
Does your company conduct business under any other name? If yes, please state: EZ Liner  
Address: 1920 Albany Place SE  
PO Box 140  
Orange City, IA 51041  
Contact: Rob Krommendyk  
Email: rob.krommendyk@ezliner.com  
Phone: 712-737-4016 11948  
Fax: 712-737-4148  
HST#: 42-1447623

## Submission Details

Created On: Wednesday April 02, 2025 13:25:13  
Submitted On: Tuesday May 06, 2025 10:34:57  
Submitted By: Rob Krommendyk  
Email: rob.krommendyk@ezliner.com  
Transaction #: 4a7e4ec5-7436-4204-8cab-d4fe93345b6c  
Submitter's IP Address: 147.243.205.200

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Vogel Traffic Services, Inc. -VTS will provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement for Sourcewell's RFP 050625 - Roadway Maintenance Equipment. All solutions offered are within the scope and primary focus as indicated in the solicitation details.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Vogel Traffic Services, Inc. D.B.A. EZ Liner-Arrow will be the primary supplier and OEM. Partnering suppliers of equipment being proposed include Diamond Vogel Paint, Titan Tool, Roadprintz, APEX Waterjetting Global, LLC, and LimnTech Scientific, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UEI (SAM) # M9SBFKA2MLP7
5	Provide your NAICS code applicable to Solutions proposed.	237310 Parking lot marking and line painting 333120 Highway line marking machinery manufacturing / Scarifiers, road, manufacturing 333912 PAINT SPRAYERS (i.e., compressor and spray gun unit) MANUFACTURING 339940 Marking devices manufacturing 325510 PAINT & COATING MANUFACTURING / Paint and varnish removers manufacturing 423810 Road construction and maintenance machinery merchant wholesalers
6	Proposer Physical Address:	1920 Albany Pl SE, Orange City, IA, 51041
7	Proposer website address (or addresses):	www.ezlinersarrow.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Matthew Brossard, President, Vogel Traffic Services, Inc., 1920 Albany Place SE, Orange City, IA 51041, matt.brossard@ezliner.com, 712-318-5089 (Direct Line).
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Rob Krommendyk, Design & Bid Project Manager II, EZ Liner, 1920 Albany Place SE, Orange City, IA 51041, rob.krommendyk@ezliner.com, 712-707-9777 (Direct Line).
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Brett Mulder, Vice President of Sales & Marketing, EZ Liner-Arrow, 1920 Albany Place SE, Orange City, IA 51041, brett.mulder@ezlinersarrow.com, 712-548-7552 (Cell Phone).

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Vogel Traffic Services, Inc. and the Vogel family have been manufacturing and providing highway and road striping materials and equipment to the industry for the last 80 plus years, a fourth generation, family-owned corporation with a vertically integrated, technology forward approach. Our focus has always been on customer care and responsiveness. We believe if you take care of the customer with world class management practices the rest of the business will "fall into place", which it has since 1926 for paint products and 1960 for equipment. Our company's vision is to be "driven to advance public safety with integrity and excellence." We hold ourselves accountable through our core values of Empowered service, Selfless leadership, Purposeful growth, Respectful relationships, Quality, Integrity, Safety, Common Sense, Continuous Improvement, and Stewardship. In simple form, determined to be better tomorrow, than we are today, than we were yesterday. Our history started in 1926, when Andrew Vogel, a Dutch immigrant, mixed coatings in his garage, a white house paint and a red barn paint was first developed. As the State of Iowa began painting roadways in the 1930's and 40's, Andrew expanded to include traffic paint. Andrew's son, John worked with the highway paints and soon branched into highway painting in response to demand. Around 1960 John and his crews started building their own marking equipment because no machines could be found to mark roadways effectively. Thus, in 1965, the EZ Liner brand was born. John Vogel and his crews painted roads in the summer and built and sold EZ Liner stripers during the offseason. By the late 1970's, manufacturing stripers was a full-time business, with hundreds of walk behind and larger models produced and sold each year. During the 1990's, EZ Liner developed the first airless pickup mounted striper. Soon after came the palletized stencil unit, developed for the Minnesota DOT. In the mid-1990's EZ Liner had a contract with the US Air Force for 96 AF120SET's which was the AL120 pickup mounted unit mounted on a trailer. These units were deployed around the US and the world. EZ Liner again worked with the Air Force on a new pallet-type mid-sized striper in 2019 and 33 more similarly designed units were shipped to include Diamond Vogel traffic paint and glass beads. An additional 15 orders under this same contract were filled and shipped in 2023 &amp; 2024.</p> <p>Arrow Striping and Manufacturing, Inc. was established in 1993 through the collaborative efforts of the Stark and Heinzeroth families of Billings, Montana. The company's initial endeavors were focused on pavement striping and removal services within Montana and the surrounding area. Drawing upon their own hands-on experiences, the founders began to construct their own equipment, including an ingenious utilization of an old beer keg to fashion their first striper. As a response to increasing customer demand, the company's focus shifted in 2016 to exclusively concentrate on the design and production of pavement marking application and removal equipment, however, their commitment to serving both customers and staff remained steady. In 2023, Arrow Striping and Manufacturing, Inc. was acquired by EZ Liner, a move aimed at broadening the product lines between the two companies to better serve their customer base and to help further EZ Liner-Arrow's vision to advance public safety with integrity and excellence.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Vogel Traffic Services, Inc. has successfully and aggressively marketed Sourcewell since being awarded our original contract in 2017. We have and will continue to proactively present Sourcewell as an outstanding purchasing option to all current and potential Sourcewell members. Our sales and marketing personnel intend to grow business unit sales and revenue resulting from an award with a more compelling expanded purpose-built product line to meet government market needs. We have seen consistent year over year growth and expect it to continue over the next term. We have a proven track record over the last eight years of consistent growth, with sales spanning 23 States and now Alberta, Canada, utilizing Canoe. We have seen annual sales volume through our Sourcewell contract of up to \$8M. We intend to expand awareness of the EZ Liner-Arrow partnership, increasing Sourcewell sales, and extending our reach in North America. We also expect a growing relationship with Sourcewell &amp; Canoe staff to expand our reach to new territories and market segments. We are introducing more products allowing for an expanded and more efficient purchasing selection for our customers to get what they want when they want it. We have expanded our product offering and have applied betterment practices, redefining some solutions asked for by members. Finally, our expectations are to utilize more digital marketing, expand market reach, promote our master agreement at tradeshow, and ultimately increase our business with Sourcewell members.</p>
<p>13</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>Vogel Traffic Services, Inc. dba EZ Liner is a privately held, family-owned company currently managed by the third and fourth generation of the Vogel family. We began operation in 1960 as a division within Diamond Vogel Paint and incorporated in 1996 as an independent company within the Vogel family of businesses. We have included letters of reference from the financial institutions utilized in the operation of our business.</p>

14	What is your US market share for the Solutions that you are proposing?	Our market share in the U.S. for the most common segment of solutions proposed, truck mounted, latex paint striping equipment category sales is approximately 60%. The industry is loosely organized but over the past four years we have worked diligently with key suppliers, customers, prospects, industry associations and conducted competitive analysis to determine the US market. We believe the governmental market is approximately 110 units produced and shipped/year in this category. Of the overall pavement marking equipment category, paint striping equipment is the most common, estimated 60% of the market. Thermoplastic trucks, plural component trucks, RPM applicator trucks, grinders, and line removal equipment are products we have added to our Sourcewell product line proposal. We expect to gain up to 20% of the overall market share to include marking removal equipment with an expanded product offering. The units shipped of these products will likely be lessor quantities but typically more revenue per unit.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Our market share in Canada for overall Sourcewell applicable truck mounted paint striper unit sales is estimated at 10%. Over the last 4 years the Canadian market has been significantly smaller than the domestic US market. Based on our own research, an average of 20-unit sales in this market in Canada take place each year. Of the overall pavement marking equipment category, like the US, paint striping equipment is the most common. Thermoplastic trucks, plural component trucks, RPM applicator trucks, etc. are additional products used. We are currently adding to our product line offering and with the help of Canoe, expect to gain up to 30% of the overall market share of both pavement marking and removal equipment.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Our company is best described as a manufacturer or service provider. We sell, manufacture, distribute, ship and service all we offer directly to the end customer/user (Direct Sales). Our sales force and service teams are company employees working directly with the customers. Our sales, engineers and service staff work directly with the procurement, engineering, operation and maintenance staff for governmental entities at their locations whether it be the administrative offices or field-based shops and yards. In addition, we have a corporate service center that is utilized for training, product inspection, maintenance, repair, & overhaul. We support our customers through the life of their equipment or materials with factory direct trained, hands-on experienced technicians. They begin with equipment design and end with service and parts support through to end of life planning.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Registered Motor Vehicle Dealer's license #D9228 in the state of Iowa for selling all types of motor vehicles at retail.                  License #D3767 in the state of Iowa for use of limited use dealer plates.                  License #M193 in the state of Iowa for selling New Special Equipment to dealers at wholesale.</p> <p>Some government agencies require that a vendor hold a business license for their government entity. That is handled on a case-by-case basis.                  We hold converter's licenses in certain states where required (TX license #171623). Our equipment is manufactured and conforms to the best-known current practices relative to design, materials, strength, quality, durability, safety, and workmanship and shall be in accordance with the latest codes, standards, and practices of the industry and the following professional organizations:                  American National Standards Institute (ANSI)                  American Public Works Association (APWA) membership                  American Society of Mechanical Engineers (ASME) membership                  American Society for Testing and Materials (ASTM)                  American Traffic Safety Services Association (ATSSA) membership                  American Welding Society (AWS)                  Federal Motor Vehicle Safety Standards (FMVSS)                  Industrial Fastener Institute (IFI)                  International Standards Organization (ISO) -Vogel Paint is ISO certified                  Joint Industrial Council (JIC)                  National Truck Equipment Association (NTEA) -Certificates of achievement of CEU's for attending NTEA Work Truck Association events in 2024 &amp; 2025.                  Society of Automotive Engineers (SAE)                  The Maintenance Council of The American Trucking Association (TMC)                  Underwriters Laboratory (UL)                  Solidworks certifications including: CSWP, CSWA, and multiple module certifications.                  Engineering has specialists in mechanical and electrical aspects of engineering, advanced degrees in their field, &amp; OSHA 30-hour training.                  Certificate of achievement for VTS/Matthew Brossard in recognition for attending 8-hour CET of State of Iowa Used Motor Vehicle Dealer required training.</p>
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None. Vogel Traffic Services, Inc. has never been suspended or disbarred by any organization throughout its years of history.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>In 2024 Roadprintz received an innovation award from American Traffic Safety Services (ATSSA) for the robotic legend painting truck. This newly added offered solution to our catalog is now being manufactured at the EZ Liner factory.                  Gold, Silver, and Bronze Awards have been collected consistently each year from Roads &amp; Bridges Contractor's Choice Awards.</p> <p>In 2025 APEX Waterjetting received an innovation award from American Traffic Safety Services (ATSSA) for the StripeBot™ Automated Water Blasting Tool.</p>
21	What percentage of your sales are to the governmental sector in the past three years?	70% of EZ Liner truck mounted striper sales revenue dollars and number of unit truck sales are directly with the governmental sector in the past three years, including State DOT's, Counties, Cities, and Airports. The remaining 30% of our EZ Liner branded truck mounted striper sales are with contractors who typically provide pavement marking services to the government sector.
22	What percentage of your sales are to the education sector in the past three years?	Approximately 1%, our opportunity to sell our products to the Education sector has been very limited. We do occasionally sell to this market sector, but the percentage in overall revenue dollars is low (usually a walk behind or mid-size striper). We have not sold any truck mounted units to the Education sector but are certainly open to doing so if the need arises.
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Sourcwell (through 10/11/25)-average per year sales volume over the last 3 years was \$5M to \$6M.                  H-GAC (through 09/30/25)-average per year sales volume over the last 3 years was \$0.                  Buyboard (through June 30,2026 with 2 possible 1-year renewals)-no sales yet, our term contract starts on July 1, 2025.</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	EZ Liner does not currently have a GSA contract. A Cage # 0NCU6 and UEI # M9SBFKA2MLP7, has been issued and maintained through SAM.gov for USAF (United States Air Force) sales of equipment to AFB's around the world. The overall sales volume of this USAF order over the last 3 years is over \$2M, an average of \$800K. per year over the past three years (2022-2024).

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Saint Paul 899 Dale Street N Saint Paul, MN 55103	Joe Spah, Assistant City Engineer Department of Public Works Traffic Operations Division joe.spah@ci.stpaul.mn.us	651-266-9773
City of Marshfield, Street Div 407 W 2nd St Marshfield WI 54449	Tim Rasmussen, Street Superintendent Tim.rasmussen@ci.marshfield.wi.us	715-486-2085
County of Sacramento, Fleet Services Div	Ronald Wirth, Fleet Advance Planning and Sustainability Manager wirthr@saccounty.gov	Office (916) 875-4783
City of Edina, MN (see testimonial video link in attached marketing plan)	Dave Snaza, Traffic Safety Specialist dsnaza@EdinaMN.gov	952-826-0309 Cell 952-367-7931
Sacramento County Department of Transportation 4135 Traffic Way Sacramento, CA 95827	Philip Robinson Manager, Traffic Signs & Markings robinsonp@saccounty.gov	Office (916) 875-5456

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	VTS/EZLiner-Arrow employs four (4) traveling Territory Sales Managers who collectively cover the entire United States and Canada. They are supported by an Engineering assisted Design & Bid Project Manager who interprets and writes specs, designs equipment, and prepares quotes & bids. The team is led by a Vice President for Sales and Marketing. In addition, since we design custom equipment and service it for the life of the vehicle, we have another group of 14 individuals working for the customer including engineers, parts sales, service technicians, and trainers. The majority of these team members are factory based, located in our manufacturing facilities in Hull, IA, Orange City, IA. and in Billings, MT.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our products and services are sold factory direct by experienced Territory Sales Managers, sometimes working through select dealers, but more often working directly with government agencies. The partnering agencies we are offering solutions for will also have the ability to sell their own products through our Sourcewell awarded master agreement in collaboration with Vogel Traffic Services, Inc..
28	Service force.	We provide complete aftermarket service and support for the life of the equipment and materials. Under the direction of our Director of Equipment Services we provide parts, training, MRO (maintenance, repair & overhaul) warranty service, and technical support services nationwide and in Canada. We have a staff of eight full-time individuals that provide in-field service or complete service from our corporate service center, Additionally, we have extensive support from our parts warehouse, engineering and production technicians as needed. Our partner suppliers provide similar services and support under our guidance. This team has pavement marking expertise with 280 combined years of experience from top ten employees. Our resources include a high-quality traffic paint manufacturing division, several high-quality equipment manufacturing divisions, and a professional application of traffic markings division. The interaction of these divisions allows us to relate to the end users and have the understanding to assist with troubleshooting, as well as aid us in product research and development. We know the product being applied and the application requirements from first-hand experience. We direct customer focus on the entire life cycle of equipment and TCO (total cost of ownership).

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	From initial contact to delivering equipment the customer is walked through a series of steps to ensure specifications are met and customers are satisfied. Initial contact is made with an EZ Liner Territory Sales Manager who works with the customer throughout the process. In-house Design & Bid Project Managers along with Engineers guide the customer through the design, design approval, quotation, ordering, and pre-construction meetings to assure the final Purchase Order is reflective of the intended design specifications and performance expectations. A Design & Bid Project Manager oversees the complete process which makes it simple and easy for the customer. Orders are written up by our experienced Territory Sales Managers with the help of factory-based Truck Project Managers & Engineers on custom products, they are entered into our ERP system and work orders are created and tracked. See "Standard Transaction Document Samples" attachment for more details on the process of quoting & configuring sales orders. We are implementing Configure One/Revalize, which we call DEZiner, a new configuration and quoting software that will streamline and accelerate the process. We want to be sure the member understands that the order is 100% compliant with government requirements and adhere to competitive bidding requirements.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	On-time delivery management is detailed and measured as one of our key performance indices. We monitor and review KPI's monthly with corrective action taken as required. We provide post-delivery hands-on training and education to ensure customers understand the full function, operation and maintenance, and safety features of the unit. Technical Support after the sale ensures users limited down time & immediate parts availability. EZ Liner-Arrow has a Customer Support team that assists customers over the phone. The Customer Support team and management work with each customer's local vendors to perform warranty work and to resolve any issues. If needed a technician is sent to the customer's location to take care of any performance or warranty items. Phone support provides an immediate response. In-person response is typically same day from the factory but could in some situations take 48 to 72 hours. Additionally, we have an extensive parts inventory and in-stock new truck units that provides us with the ability to respond to customers immediate needs.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities.	Strategic geographic positioning in the center of North America to serve the U.S. and Canada more efficiently than any competitor in our market, creating an inherent ability to sell our products and deliver service. We service all areas in the United States and Canada. Now operating another manufacturing facility in Billings, MT (Arrow) we are even more able to serve the Western region of North America.	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We "match the machine to the mission", truly understanding the application and what the equipment needs to do becomes critical for Canadian Sales. Our geographic location in the central upper Midwest along with extensive experience in sales across Canada makes our ability and willingness strong. We have representatives that serve and travel to Canada along with equipment services staff that has conducted equipment training and service work throughout Canada. We anticipate no challenges with serving all Canadian members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	None, we are willing and able to fully serve all geographical areas throughout the United States and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	None, we are willing and able to fully serve all sectors of government including State or Provincial, County, City, Airport, Education, and Non-profits.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We provide equipment and support in Hawaii, Alaska, and US territories. EZ Liner has many palletized paint striping units in Alaska being used by contractors, airports, cities and the Alaska DOT has a truck mounted paint striping truck stationed at the Fairbanks District. A truck delivered to Hawaii was a custom truck mounted paint striper using a Hawaii-based chassis vendor/dealer as the source for the chassis. USAF palletized stripers have been shipped to US Territories and around the globe. Depending on what is required, we will handle direct or recommend a local contact such as a chassis dealer, equipment facility, etc. We provide customers with manufacturer names and numbers for each major component used on the striper. This allows the end user to source goods either from us or locally for parts and services after the sale.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, as requested.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Our past 8 years' experience with Sourcewell has allowed us to fine-tune our marketing strategies to be more effective. We will continue our aggressive print, mailings, e-blasts, trade show and electronic media marketing with increasing emphasis on social media platforms. What we have found most effective is the combination of our field-based sales team being well versed in the Sourcewell program working with the Sourcewell team to educate, explain and present this compliant, alternate procurement option. We will intentionally and assertively utilize our field team and Sourcewell's team to make customers aware and comfortable with procurement through the Sourcewell contract. In addition to this core strategy these are some of the specific marketing approaches we will utilize:</p> <ol style="list-style-type: none"> <li>1. Comprehensive training of all internal and external Sales personnel in the benefits and importance of selling through Sourcewell's contract and to provide the tools needed to execute the purchase orders.</li> <li>2. Promotion of the Sourcewell program with banners, logos, and handouts at all applicable National and Regional trade shows (ATSSA, APWA, AAAE Snow Symposium, NTEA, etc.), through company website, social media (Facebook, Instagram, LinkedIn, YouTube, etc.), electronic and printed literature/advertising in ATSSA Roadway Safety, APWA Reporter, Airport Improvement, Pavement Maintenance, APE (Allied Paving Equipment), and Multiview Media digital advertising.</li> <li>3. Continue offering customers who request formal quotes using Sourcewell professional and well thought out proposals by our Design &amp; Bid Project Managers that eliminate ambiguity or uncertainty in product or price and provide adequate support literature. As we look ahead, our marketing strategy focuses on expanding awareness of the EZ Liner-Arrow partnership, increasing Sourcewell contract sales, and extending our reach in North America. (A complete marketing plan with samples of our marketing efforts is attached in the document upload section)</li> </ol>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Vogel Traffic Services, Inc. will continue to market Sourcewell and Canoe on our updated website (<a href="http://www.ezlinersarrow.com">www.ezlinersarrow.com</a>) with active buying option links to our Sourcewell and Canoe landing pages, with the Sourcewell's membership application form, and to the website homepage at <a href="http://sourcewell.mn.gov">sourcewell.mn.gov</a>.</p> <p>As an organization we will continue to identify digital marketing efforts and technology that positively impacts our customers. We have recently started utilizing a "Matterport" 360-degree imaging system to capture images of our equipment. This allows the customer/prospect to take a virtual tour of our equipment through the EZ Liner website from the comfort of their home or office. This enhances digital customer engagement and enables our sales team to demonstrate custom features and walk prospects through equipment, even when in-person visits aren't possible. These virtual tours are embedded on our website. We have increased our social media presence and frequency of posting on multiple platforms (Facebook, Instagram, LinkedIn, Youtube, etc.) with additional consideration of various platforms as our marketing efforts continually grow in this area. We develop and distribute targeting e-blasts to promote products, services, and events. We now include digital banner ads on webpages of the industry publications we advertise in and utilize customer readership lists to enhance our advertising with eblasts to their lists.</p> <p>We utilize several software programs to monitor all digital activities mentioned above and gather data. Our Marketing department reviews the analytics monthly to stay in tune and/or make adjustment to improve campaigns. We compile the data, interpret, and feed that information back to our sales force. This allows our sales force to stay up to date with marketing activities and provide feedback to the marketing team. We invest in a service that lets us monitor who is visiting our website pages so we can proactively begin a discussion with customers and develop new opportunities. (See attached marketing plan for examples of the technology we are using and the digital marketing efforts.)</p>
<p>39</p>	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>We expect Sourcewell and Canoe to be active in all forms of supporting marketing and to continue an open channel of communication with our SDA. In terms of supporting marketing, we would appreciate Sourcewell providing us with promotional literature, pop-up banners, digital images, Legislative Activity reports, marketing case studies, best practice and whatever other vendor tools are currently offered through Sourcewell. We would anticipate the continued access to Sourcewell assistance for new prospective members who need education on the validity and legality of buying from the Sourcewell contract. We also expect Sourcewell to continue to keep the website accessible to members and make it easy for our customers to become members and to process orders. We would like to meet 2-3 times per year with our SDA to review our contract but more importantly to learn the best practices and successes of other suppliers and find ways to improve our penetration to the Sourcewell base. Finally, Sourcewell plays a vital support role to help educate prospective buyers. EZ Liner-Arrow integrates the Sourcewell contract into our sale process through sales goals, training, and an incentive program. A percentage of each Territory Sales Managers annual sales goal is for Sourcewell projects. For the upcoming years we have made it our goal to find more Canadian opportunities through Canoe. Our team is extensively trained on the selling point and details of the program. We reinforce targeting key accounts and talk about the program early in the sales conversation. We now utilize our Edina, MN Sourcewell Testimonial to new prospects considering buying our equipment. We feature Sourcewell branding in both print and digital formats, including dual-brand advertisements and a combined Sourcewell catalog featuring our expanded offering.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, we try to make available our solutions through e-procurement channels as much as possible, we have developed an e-procurement system for parts sales and our smaller equipment line, which will allow customers to place some orders online.
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**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer extensive product training, maintenance, repair and overhaul, services to customers, some of which is standard, and others are optional. A factory trained technician will train the end users on the equipment purchased with a focus and emphasis on safety. Trainers have experience operating our trucks through our Contract Marking Division. Post-delivery training is provided to ensure customers understand full function of the unit and how to properly maintain the equipment. Operator training is critical to the overall customer experience and the equipment's performance over time. Equipment service and maintenance is also available to customers. Within the warranty time period consultation, repair, maintenance and support is provided standard at no charge in conjunction with warranty. After the warranty expires, we offer parts, MRO (maintenance, repair, and overhaul) and training available on a quotation basis. Our help desk for equipment is always available to diagnose and support the operation and maintenance of the equipment. Our customer service division offers maintenance and repair at EZ Liner-Arrow or at the member site as needed.
42	Describe in detail your warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response.	<p>EZ Liner-Arrow warrants all equipment manufactured by it and bearing its brand names to be free from defects in material and workmanship at the time of sale. EZ Liner-Arrow will for a period of twelve months from the date of sale, repair or replace any part of the equipment proven defective. Repair or replacement under this warranty shall be purchaser's sole remedy for breach of the warranty. Products furnished by but not manufactured by EZ Liner-Arrow (such as chassis, engines, compressor, etc.) will carry only the warranty of the original equipment manufacturer.</p> <p>This warranty shall not apply if the product has been subject to misuse, negligence, accident or tampering or has not been operated in accordance with EZ Liner-Arrow's recommendations. This warranty does not cover and EZ Liner-Arrow shall not be liable for any damage, wear or malfunction caused by improper or inadequate maintenance, or substitution of components not supplied by EZ Liner-Arrow. Warranty does not apply to normal wear and tear due to equipment operation or to consumable replacement parts.</p> <p>This warranty applies only to the original purchaser and only when the equipment is operated and maintained in accordance with EZ Liner-Arrow's written recommendations or instructions. Purchaser must, with transportation prepaid, return the equipment claimed to be defective to EZ Liner-Arrow for verification of the claimed defect. If the alleged defect is verified, EZ Liner-Arrow will, at EZ Liner-Arrow's option, repair or replace any defective parts. The equipment will be returned including prepayment of transportation charges to the original purchases. Expedited fees will be paid by the customer if requested. If no defects in material and workmanship are found, repairs will be made by EZ Liner-Arrow at a reasonable charge. Charges may include the cost of parts, labor and freight.</p> <p><b>EZ LINER-ARROW DISCLAIMS TO THE FULL EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY NON-CONTRACTUAL LIABILITIES INCLUDING PRODUCT LIABILITY BASED ON NEGLIGENCE OR STRICT LIABILITIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF.</b></p> <p>Every form of liability is expressly excluded and denied for direct, indirect, special or consequential damages or loss. The warranty shall be in lieu of any other warranty expressed or implied. The terms of this warranty constitute purchaser's sole and exclusive remedy. In no case shall EZ Liner-Arrow liability exceed the amount of the purchase price. Any action for breach of warranty must be brought within one (1) year of the date of sale or in service date.</p> <p>The following list is intended to act only as an example of these warranties, which are subject to change without notice but may not be limited to only the following:</p> <ul style="list-style-type: none"> <li>· Industrial/Commercial engines carry a one-year limited warranty</li> <li>· Air compressors carry a one-year limited warranty</li> <li>· ASME pressure pots are pressure tested, certified and carry a one-year limited warranty.</li> <li>· Bead guns carry a one-year limited warranty</li> <li>· Hydraulic pumps carry a one-year warranty</li> <li>· Paint pumps carry a one-year limited warranty</li> <li>· Paint guns carry a one-year limited warranty</li> <li>· Air solenoids carry a one-year warranty</li> <li>· Electronic controllers carry a one-year limited warranty</li> </ul>

43	Describe any technological advances that your proposed Solutions offer.	<p>EZ Liner/Roadprintz robotic legend marking unit eliminates waste and provides a safer application for legend markings without the need for stencils and exposure to traffic.</p> <p>EZ Liner automated RPM applicator truck allows for labor savings by robotically dispensing bituminous adhesive and applying raised pavement markers to the roadway without a human operator being dangerously exposed to traffic.</p> <p>EZ Liner/LimnTech GPS recorded and guided paint stripe layout striping. Autonomous machine vision camera guided maintenance striping. Positions the painting carriage over the marking and applies new paint directly on top of the old marking. Acquires the position and stripe pattern for remarking. Making maintenance striping Remarkably EZ!</p> <p>Electronic pressure controls to allow for more precise monitoring of paint pressures which increases productivity and ease of operation.</p> <p>PCD (polycrystalline diamond) heads for grinders.</p> <p>Data management mapping system for roadway and/or runway maintenance, (SRO) Spec Rite Online.</p> <p>Apex Water jetting remote controlled robot to remove markings in not so accessible locations.</p> <p>Titan 72V electric rechargeable battery powered airless walk behind paint strippers offer zero emissions solutions and eliminate the need for fuel on the jobsite.</p>	*
44	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>In the office we are transitioning to paperless but also use recycled paper and print double-sided when paper use is necessary. We have upgraded to LED lighting, energy-efficient appliances, and HVAC systems with programmable thermostats to optimize energy usage. Motion sensors are installed for lighting in common areas such as breakrooms, shared office spaces, and restrooms. We support environmental organizations and initiatives in our local community. Our plant operations reclaim and recycle, when possible, to reuse waste.</p> <p>All diesel engines provided on our equipment are latest emission compliant, Tier 4 Final. Biodiesel such as B20 capabilities made available when requested. We have provided CNG/LNG chassis and aux engine fueled products. We utilize electric powered cylinders and controls where available and functional. Electric vehicle and striping body electric powered painting systems are always being researched in Product Development &amp; electric power is offered on many of our solutions.</p>	*
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ASME certification on all pressure vessels and surge chambers, Tier 4 Final diesel engine EPA emissions compliance, all trucks conform to FMVSS &amp; NHTSA standards.</p>	*
46	Describe how your equipment reduces the carbon footprint compared to traditional asphalt repair equipment.	<p>We source materials from sustainable and responsible eco-friendly suppliers and use sustainable shipping methods and materials. We support and adhere to EPA and other environmental organizations or initiatives by providing the latest emissions compliant engines. California (CARB) compliant gas models are also available along with CNG. We have invested in extensive research in the feasibility of the use of zero emissions vehicles and other electric powered equipment.</p>	*
47	Describe if your solutions use low-VOC (volatile organic compound) or biodegradable materials to reduce environmental impact.	<p>The traffic paint solutions proposed through Diamond Vogel is all low-VOC water-based meeting Federal specifications and complying with the EPA regulations. The powder coating process we use in finishing our machinery and equipment solutions is considered "no-VOC".</p>	*
48	Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.	<p>We provide full view front angled windows and a narrower platform in front of rear operator's cabs for unimpeded forward visibility to ensure operators are consistently seated in an ergonomical position while striping. Ergonomically designed seats with air-ride suspension, tethers, seat belt, flip-up armrests, and full backrest with lumbar support and lever for reclining back adjustment. Mounts for screens, controllers, and steering wheel mounts are adjustable for each operator.</p>	*
49	Describe fire prevention and handling protocols or personal protective equipment needed while using your equipment to enhance operator safety.	<p>Fire extinguishers of the appropriate size and type are provided with our equipment to extinguish fires. Mounting locations are discussed with each customer at a pre-construction meeting to be sure the locations are easily accessible and make sense to the end user.</p> <p>Fire prevention is accomplished by design, engineering, and working with each customer in the spec writing process to ensure the proper grounds, connections, and safety devices are in place. Dual muff rear operator noise-cancelling headsets are provided, and safety glasses are recommended when training on each piece of equipment.</p>	*

<p>50</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>The foundation of our business in either equipment, materials or service is to make it EZ (easy) and simple for the customer to purchase, operate/apply, and maintain their equipment or materials. We have done this consistently for decades by focusing on serving the customer quickly, thoroughly, and with the highest quality. Unique to the entire industry is our market centric vertical integration. We manufacture the traffic coatings, manufacture the equipment to apply the coatings and have crews that apply the coatings to roadway and highway surfaces. Our expertise in pavement marking manifests itself in everything we do for the customer. We are a "5s Lean Workplace": Sort, Set in order, Shine, Standardize, Sustain. In other words, we are organized, orderly, clean, have tools in place to meet quality standards, and are attentive to the details and correct procedures of the work at hand. This process orientation combined with extensive experience reassures our design and manufacturing processes are reliable, controllable, and predictable. Our use of Solidworks Simulation to perform structural analysis using FEA (Finite Element Analysis) on parts or models in order to optimize design components for demanding situations. 3-D CAD modeling is used to create full models of the final equipment is also helpful. This allows us to find errors before manufacturing, work with customers to prioritize features, share images and models with customers for confirmation of desired design, and provide detailed drawings to production staff to communicate design intent. Initial weight distribution drawings are done for each unit to ensure the customer meets all applicable weight limits or is aware of all loading conditions needed to meet those limits.</p> <p>Our proven track record including over eight years of consistent growth, with sales spanning 23 States and now Alberta, Canada, utilizing Canoe —even during the challenges of the COVID-19 pandemic.</p> <p>We've expanded our equipment lines to meet nearly 80% of all material applications used in pavement marking.</p> <p>From our award-winning RoadPrintz robotic stencil truck to our automated RPM applicator and Matterport-powered virtual tours, we continue to pioneer solutions that prioritize both operator safety and smart infrastructure compatibility.</p> <p>Our robust pre-and post-sale ongoing support model includes training, surveys, and testimonials, strengthening relationships and improving satisfaction across the full customer journey.</p>
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**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	VTS does not qualify as a Historically Underutilized Business.
52		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	VTS does not qualify for MBE status.
53		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	VTS does not qualify for WBE status.
54		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	VTS does not qualify for DOBE status.
55		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	VTS does not qualify for VBE status.
56		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	VTS does not qualify for SDVOB status.
57		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	VTS qualifies for SBE/SBA and self certifies based on NAICS qualifications for number of employees.
58		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	VTS does not qualify for SDB status.
59		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	VTS does not qualify for WOSB status.

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
60	Describe your payment terms and accepted payment methods.	Net 30. We accept Check, Wire Transfer, ACH, Credit Cards, and P-Cards.
61	Describe any leasing or financing options available for use by educational or governmental entities.	Municipal leasing and other finance options are made available to educational or governmental entities by working with other Sourcewell awarded vendors specifically involved in leasing of equipment, as well as through a leasing company, Ascentium Capital, serving the following: <ul style="list-style-type: none"> <li>•States, Counties and State &amp; County Agencies</li> <li>•Cities, towns, villages or other municipal entities</li> <li>•Subdivisions of State</li> <li>•Public Education</li> <li>•Volunteer Fire Departments</li> </ul>

62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We have an ERP system (Global Shop) which requires standard operating procedures. We have defined business systems in place for the entire product realization process, financial terms and conditions, production planning and scheduling, procurement and inventory control. Additionally, we are in development on the next generation of product realization utilizing some advanced software that will improve and simplify our design, quote, to manufacture processes. Currently we use an extensive design questionnaire (see uploaded section) and Solidworks modeling in conjunction with the ERP system in the process. Our Design & Bid Project Managers manage the process and are the point of contact for customers when developing specs, budget figures, and quotes. Orders are usually received electronically, and an order confirmation is sent to the customer with supporting documents and delivery dates.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Yes, we now accept the P-card procurement and payment process. There is no additional cost extended to the customer for this.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model is based on a product category discount. We provide discounts (stated as a %) off our manufacturer's suggested retail pricing for each piece of equipment, parts, and service based on the categories. In addition, we allow the customers to select from pre-priced options, offered at discounted prices, to 'customize' their equipment to their specific requirements or performance expectations. Sourcwell has seen increasing volumes of purchases from EZ Liner/VTS so we are able to offer more significant discounts for this next contract period. All of the proposed pricing and discount schedules are provided in document upload section.	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	7% Category discount on EZ Liner products and services. 7% Category discount on Arrow products and services. 3% Category discount on Roadprintz products and services. 3% Category discount on LimnTech products and services. 3% Category discount on APEX products and services. 3% Category discount on Titan products and services. 3% Category discount on Traffic Coatings products and services. All discounts off suggested sell price or MSRP, dependent on category, and manufacturer suggested retail. The overall value is higher for members based on the quantity of units sold and expected to sell on a resulting master agreement.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to our Sourcwell discount for all purchases we will consider additional quantity or volume discount requests for multiple unit sales. Each request is evaluated individually at time of order since we don't know details of the product, quantity/volume, configuration, performance specifications, delivery locations, and other possible program requirements.	*
67	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We would continue to offer "Sourced Goods" as separate clear and concise line-item quotes as requested by the member. The "Sourced Goods" quotation would be added to the base & published options herein. Many of our government supplied trucks are custom designed and built according to specific customer needs. Since this is a four-year contract, we calculate these items at time of customer order to be sure the pricing includes all unique requests beyond what is offered in our options listing and the items reflect current costs.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our prices are inclusive of design and engineering fees, pre-construction reviews, and equipment testing. Customers can request additional elements including PDI's (pre-delivery inspection) and equipment training. Those additional requests are not included in our base pricing but available as options.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	We will handle the delivery as an additional sourced good cost quoted on a case-by-case basis at time of each customer's order. We provide options to the customer of Pick-up, freight delivery, or company-driven delivery.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Like our continental logistics we would handle the delivery as an additional sourced good cost quoted on a case-by-case basis at time of each customer order. To support these customers, we work with them to assure freight forwarding, delivery to warehouses or ports are planned, properly documented and executed. We offer the same options to the customer of pick-up, freight delivery, or company driven delivery.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Drive away and factory pickup available in addition to low boy trailer transfer of equipment.	*

72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	EZ Liner has internal process controls and checks and balances to assure self-audit compliance with the requirements of the contract. Starting with when orders are quoted and received, they are reviewed by the sales administration, sales management, manufacturing and accounting before they are acknowledged and entered on the ERP system. After the orders are released to manufacturing and produced; prior to shipment the sell price, delivery, and costs are reviewed and approved by the accounting department. Once approved for release and shipment our operating system provides notification to accounting. Monthly accounting procedures reconcile all shipments with approved pricing and administrative fees (Sourcwell, commissions, etc.) Quarterly these are summarized, reviewed, approved, and released for payment/remittal.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We track our contract performance in five ways, first is sales and revenue. Monthly our senior sales & marketing leadership assess our actual sales against forecasted sales. (Sourcwell sales as a % of total sales.) Weekly, we track all prospective business opportunities to assure we have activity to generate sales success. (% and quantity of Sourcwell opportunities, potential bids, and quotations.) Secondly, accounting reports commissions, royalties, and administrative fee remittals (Sourcwell sales invoiced and % of total company sales). Thirdly, our sales & marketing team regularly assesses results of our marketing and business development plans. (Marketing department actions plans.) The fourth way is through tracking our close rate on Sourcwell opportunities and projects. Finally, we have requested a minimum of a semi-annual program review with our SDA. This could assure both parties are proactively managing the program for success.	*
74	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	EZ Liner is proposing a 2% administrative fee to be paid to Sourcwell for facilitating, managing and promoting the contract. Timely payments and on time quarterly reporting is something we take pride in providing to Sourcwell. Thank you for your work and dedication to maintaining a healthy cooperative purchasing system, it is much appreciated.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	As an incentive for government agencies to buy through Sourcwell, we maintain better discounts for Sourcwell members as a way of encouraging them to buy through our master agreement. We realize there are cost savings over time without having to competitively bid on each individual opportunity external from cooperative purchasing. This savings is considered with discounts offered to members. The solutions commonly sold in high volumes through the Sourcwell term receive higher discounts for this reason.

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
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<p>76</p>	<p>Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.</p>	<p>EZ Liner:  TV-AL110 Cascade (300-A300-00) -turnkey airless 120-gallon paint striper built on and to include an Isuzu NPR HD gas cab &amp; chassis.  TV-AL230 Arapahoe (181-A300-00) -turnkey airless 230-gallon striper built on and to include an Isuzu NRR diesel cab &amp; chassis.  TV-AL500 Teton (510-A300-00) -turnkey airless 500-gallon striper built on and to include a Peterbilt 220 cab &amp; chassis.  TV-RP600 Manual RPM application truck (587-A200-00) -turnkey 600 lb. capacity bituminous mastic &amp; adhesive melter for application of RPM's built on and to include an Isuzu NRR diesel cab &amp; chassis.  Automated RPM Truck, Reflective Pavement Marking Truck, cab &amp; chassis included.  PV-AL110 WindRunner (Dual Carriage)-airless 110-gallon paint striper pallet mounted to be installed on a flatbed or pickup bed sold separately.  TS-AL500 Truck Series 500C, customizable 500-gallon paint striper body, cab &amp; chassis sold separately.  TS-AL230 Truck Series 500A, customizable 220-gallon paint striper body, cab &amp; chassis sold separately.  TS-AL120 Truck Series 500G, customizable 120-gallon paint striper body, cab &amp; chassis sold separately.  SS-AL110 TrailRunner Striper, cab &amp; chassis sold separately.  PS-ST110 Palletized Stencil Striper, cab &amp; chassis sold separately.  TS-AS500 Truck Series, customizable 500-gallon air-spray paint striper body, cab &amp; chassis sold separately.  Roadprintz Robotic Symbol Painter (600-A200-00), built on and to include a Ford F-550 cab &amp; chassis.</p> <p>Arrow Striping:  Arrow Striper Plural Component -EPOXY Truck  Arrow Broom Truck  Arrow Rumble Strip Truck  Arrow Grinder/ Platform 2 Box -GRINDER2B  Arrow Grinder/Saw Platform 4 Box -GRINDER4B  Arrow Striper Thermoplastic 2 Kettle -THERMO2K  Arrow Striper Thermoplastic 4 Kettle -THERMO4K  Arrow Pre-Melter Thermoplastic Truck Mounted  Arrow Melter Skid-Mounted 2000 lb.</p> <p>Titan:  PowrLiner 850 gas powered airless walk behind striper  PowrLiner 3500 gas powered airless walk behind striper  PowrLiner 3500 battery powered airless walk behind striper  PowrLiner 4955 gas powered airless walk behind striper  PowrLiner 5500 w/SA gas powered airless walk behind striper  PowrLiner 6955 gas powered airless walk behind striper  PowrLiner 8955 gas powered airless walk behind striper  LazyLiner Elite (electric start) gas powered driver for walk behind  LazyLiner Pro (pull start) gas powered driver for walk behind</p> <p>APEX Waterjetting Global, LLC:  StripeX 7000T: 40,000 psi water blasting system trailer-mounted or skid-mounted ultra-high-pressure system.  Stripe Blaster: Walk-behind 40,000 psi add-on tool that makes pavement marking and surface cleaning simple and effective.  Stripe Blaster Cart HR: Ride-on 40,000 psi add-on tool designed to work with your Graco Line Driver, adding flexibility and ease of use.  StripeBot: 40,000 psi robotic pavement marking removal, cleaning, prep, and friction restoration add-on tool.</p> <p>LimnTech Scientific, Inc.:  LifeMark® 100 Dual Carriage Record and Layout Paint Truck System  LifeMark® 100 Single Carriage Record and Layout Paint Truck System  LifeMark® 100 Dual Carriage Record and Layout Pickup System  LifeMark® 100 Single Carriage Record and Layout Pickup System  LifeMark® 300 Dual Carriage Automatic Re-Stripe System  LifeMark® 300 Single Carriage Automatic Re-Stripe System  LifeMark® 400 Dual Carriage Record, Layout and Automatic Re-Stripe System  LifeMark® 400 Single Carriage Record, Layout and Automatic Re-Stripe System  LifeMark® 90 Dual Record Pickup System</p>
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77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Diamond Vogel Traffic Coatings -fast dry waterborne &amp; solvent borne traffic paint offered in various colors (white, yellow, red, blue, &amp; black)                      5-Gal Bucket/pail:                      White, Waterborne Traffic Paint, Fast Dry - UC1509-500                      Yellow, Waterborne Traffic Paint, Fast Dry - UC3584-500                      Red, Waterborne Traffic Paint, Fast Dry - UC5503-500                      Blue, Waterborne Traffic Paint, Fast Dry - UC7503-500                      Black, Waterborne Traffic Paint, Fast Dry - UC9507-500</p> <p>55-gal Drum:                      White, Waterborne Traffic Paint, Fast Dry - UC1509-955                      Yellow, Waterborne Traffic Paint, Fast Dry - UC3584-955                      Red, Waterborne Traffic Paint, Fast Dry - UC5503-955                      Blue, Waterborne Traffic Paint, Fast Dry - UC7503-955                      Black, Waterborne Traffic Paint, Fast Dry - UC9507-955</p> <p>250-gal Tote:                      White, Waterborne Traffic Paint, Fast Dry - UC1509-825                      Yellow, Waterborne Traffic Paint, Fast Dry - UC3584-825                      Red, Waterborne Traffic Paint, Fast Dry - UC5503-825                      Blue, Waterborne Traffic Paint, Fast Dry - UC7503-825                      Black, Waterborne Traffic Paint, Fast Dry - UC9507-825</p>
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**Table 7B: Depth and Breadth of Offered Solutions**

Indicate below if the listed category or type of solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Asphalt recyclers and reclaimers, hot boxes	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not propose to offer anything in this category.
79	Patchers, seal coaters, joint and crack sealers, crack routers, mastic and adhesive melters	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mastic and adhesive melters are major components on some of the products in our offering such as RPM applicators.
80	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Brooms, and pavement grinding or grooving equipment are offered.
81	Pavement marking application and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	This is our largest category offering. We offer all types of Pavement marking application and removal equipment.

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 82. NOTICE:** To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Pricing statement SW RFP 050625.pdf - Tuesday May 06, 2025 10:09:56
- [Financial Strength and Stability](#) - financial stability bank reference letters.pdf - Tuesday April 29, 2025 09:20:56
- [Marketing Plan/Samples](#) - Marketing plan for Sourcewell.pdf - Monday May 05, 2025 08:48:02
- [WMBE/MBE/SBE or Related Certificates](#) - VTS licenses and certifications.pdf - Tuesday April 29, 2025 11:10:02
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.pdf - Saturday May 03, 2025 10:29:57
- Requested Exceptions (optional)
- [Upload Additional Document](#) - EZ-Liner-Sourcewell-brochure-fin - Copy.pdf - Tuesday May 06, 2025 07:44:22

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Matthew Brossard, President, Vogel Traffic Services, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Roadway_Maintenance_Equipment_RFP050625</b> Wed April 23 2025 04:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_1_Roadway_Maintenance_Equipment_RFP 050625</b> Tue April 8 2025 02:54 PM	<input checked="" type="checkbox"/>	1



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: Library  
ITEM #: 9.G  
SUBJECT: Approval of City Purchase Order No. 2260612 with Arizona Furnishings Utilizing the Cooperative Contract #CTR067398 with the State of Arizona for the Purchase of Office Furnishings for the Library's Technical Services Workroom in the Amount of \$66,778.96. Funding is Budgeted & Available through Yavapai County Free Library Tax Levy Contribution.

## ITEM SUMMARY

This item is for the approval of City Purchase Order No 2260612, the Library is seeking approval to purchase furnishings for the Technical Services workroom due to aging, outdated, and mismatched office furniture. The request is for standardized furnishings that better support staff and volunteer productivity, ergonomics, safety and efficient use of workspace.

## BACKGROUND

The technical services workspace is a dynamic, fast-paced behind-the-scenes area where two and a half FTE staff members and eighteen part-time volunteers process all new library materials. Together they unbox new materials, receive the items, input cataloging data and add records to the ILS (integrated library system), pay for invoices, add barcodes, labels, RFID tags, covers, spine labels, and stamps. They process inter-library loan mailings, periodicals, and newspapers, as well as mend current items, and process discards for end-of-life materials. When library collections are moved due to lack of space, or to highlight a section, this team diligently updates spine labels, adds stickers, and updates the catalog for ease of patron searchability. This team manages order issues, refunds, and replacement copies when issues occur as well. Due to the substantial size of the Prescott Public Library collection (being the largest in Yavapai County), this small team works steadfastly to satisfy patron hold lists quickly, get new items on the shelf, and fix issues as soon as possible.

The technical services workroom furnishings are not conducive to the workflow of the area, due to unsuitable, outdated, and broken furnishings. For example, the wall shelving is only 12 inches deep and separated by 12 inches between each row, which is typical for library shelving. Although that may be useful for patrons in the library stacks, these are not useful for the technical services workroom, where the need is to store supplies. Most supplies are in boxes that are at least 24" deep and 24" or 36" high. These boxes end up getting stacked on top of cabinets, being the only place out of the way, which is a safety concern. There are donated wooden tables and desks that have broken drawers and are not standard desk height, causing ergonomic issues. Multiple cabinets and shelving units have been purchased throughout the last 20 years, in a makeshift effort to improve the area. However, the area has become more of a hodgepodge storage closet atmosphere than a functional workspace.

This proposed new furniture has been specifically selected in conjunction with a new room layout designed by a skilled office and workspace planner in conjunction with the technical services staff over the course of multiple in-depth meetings to ensure the space is functional, ergonomic, and safe.

## **FINANCIAL IMPACT**

Total cost is \$66,778.96 and funding is available in the fiscal year 2026 Library budget and through the tax levy contribution from Yavapai County Free Library District.

## **RECOMMENDED ACTION**

MOVE to approve City Purchase Order No. 2260612

## **ATTACHMENTS**

1. P0 2260612
2. Quote Prescott Public Library - Library Services Dept



# Purchase Order

Fiscal Year 2026 Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.**

Bill To BILLTO  
City of Prescott  
201 N. Montezuma Street, Ste 224  
Prescott, AZ 86301

Ship To 215EGS  
PRESCOTT PUBLIC LIBRARY  
CITY OF PRESCOTT  
215 EAST GOODWIN STREET  
PRESCOTT, AZ 86303

Purchase Order Number **02260612**

Purchase Order Date **04/17/2026**

Department **LIBRARY**

Required By **06/30/2026**

Vendor 2999  
EDUCATIONAL FURNISHINGS OF ARIZONA LLC  
DBA: ARIZONA FURNISHINGS  
6913 W BUCKEYE RD STE 200  
PHOENIX, AZ 85043

**The Above Purchase Order Number Must Appear On all Correspondence - Packing Sheets And Bills Of Lading**

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		2999	1260719	STATE CONTRACT CTR067398

### NOTES

OFFICE FURNISHINGS - LIBRARY TECHNICAL SERVICES WO

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	OFFICE FURNISHINGS & INSTALLATION	1.0000	EACH	\$66,778.9600	\$66,778.96
	GL #: 1004405 - 8220			\$58,920.14	
	GL #: 1004405 - 8418			\$6,800.00	
	GL #: 1004405 - 8421			\$1,058.82	

Approver Name: Sarah Siep

Approval Date: 04/17/2026

Total Ext. Price \$66,778.96

**Purchase Order Total \$66,778.96**

**Entire Agreement:** This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. Where there is conflict between documents, the controlling documents shall be in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's solicitation; the City's solicitation; and the Contractor's response to the solicitation.

**Overages/Underages:** Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

**Schedule:** Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of the anticipated delay.

**Payment:** Invoices will be paid according to early payment discount terms or thirty (30) days after the City's receipt and acceptance of goods or services. Payment periods will be computed from either the date of delivery or the completion of services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items.

**Warranties:** The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

**EEO/Discrimination:** During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Discrimination in Contracting: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

**Proprietary/Confidential Information:** The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

**Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

**Insurance:** The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, the following policy or policies of insurance: Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; if any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and if any work under this Contract will be performed by a resident of the state of Arizona, Worker's Compensation ( Industrial Insurance ) as required by the State of Arizona. The insurance shall be endorsed to include the City of Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.

**Compliance with Law:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

**Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

**Taxes:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

**Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

**Adjustments:** The City's Purchasing Agent may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

**Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.

**Assignment:** Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

**Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

**Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

**Applicable Law:** This Contract shall be construed under the laws of the State of Arizona; the venue shall be in the Superior Court for Yavapai County, State of Arizona.

**Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

**Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

**Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

**Termination:** For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

**Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters: Contractor shall provide to the City, upon request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date due to circumstances beyond its reasonable control, the Contractor shall make delivery as soon as practicable. If the Contractor is prevented from making such delivery, the Contractor shall assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer limited substitutions for consideration and shall provide such substitutions provided the Contractor obtains prior approval. Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a major emergency or disaster shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

**Contractor Immigration Warranty:** The 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 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 Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications 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 the 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.

6913 W. Buckeye Rd. #200  
 Phoenix, AZ 85043  
 P: (602) 484-7331  
 F: (602) 484-7825


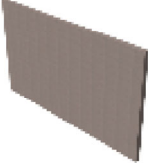

# QUOTATION







Quote Number	Date
C2226001	4/9/2026
Contract Number	Valid Until
CTR067398	5/9/2026







<u>Bill To:</u>	<u>Ship To:</u>	<u>Prepared by:</u>
<b>City of Prescott</b>	<b>Prescott Public Library - Library Services</b>	Jodi Giljum
201 South Cortez	215 E. Goodwin Street	602-332-1965
Prescott AZ 86303	Prescott AZ 86303	jodi@furnishaz.com
Accounts Payable	Amber Lillie	
928-777-1100	928-777-1500 x5301	
	amber.lillie@prescott-az.gov	

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
1	AURORA	<b>10824LAMTOP</b> ASP LAM TOP, 108LX24D - 108.04" x 24", Front overhang: 0.5", Rear overhang: 0.5", Left overhang: 0.5", Right overhang: 0.5" LAM	1	\$1,626.30	\$1,057.10	\$1,057.10
		LAM				WilsonArt - Walnut Heights with matching edge
2	AURORA	<b>22G3624T00</b> SHELF,THIN 22GA,36X24	34	\$57.25	\$37.21	\$1,265.14
						Paint: Mushroom
3	AURORA	<b>2440CLF00</b> UPR CLD L,C-FLNGE,24X40.25	2	\$216.30	\$140.60	\$281.20
						Paint: Mushroom
4	AURORA	<b>2440CTF00</b> UPR CLD T,C/FLNGE,24X40.25	2	\$232.50	\$151.13	\$302.26
						Paint: Mushroom


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
5	AURORA	<b>2476CL00</b> UPRIGHT,CLOSED L,24X76.25	2	\$171.20	\$111.28	\$222.56
						<i>Paint: Mushroom</i>
6	AURORA	<b>2476CT00</b> UPRIGHT,CLOSED T,24X76.25	1	\$180.00	\$117.00	\$117.00
						<i>Paint: Mushroom</i>
7	AURORA	<b>2488CL00</b> UPRIGHT,CLOSED L,24X88.25	2	\$194.15	\$126.20	\$252.40
						<i>Paint: Mushroom</i>
8	AURORA	<b>2488CT00</b> UPRIGHT,CLOSED T,24X88.25	1	\$207.90	\$135.14	\$135.14
						<i>Paint: Mushroom</i>
9	AURORA	<b>24RT00</b> REINFORCEMENT,THIN SHLF,24"	30	\$7.05	\$4.58	\$137.40
						<i>Paint: Mushroom</i>
10	AURORA	<b>3602QB00</b> QUIK-BASE,36",SHORT	7	\$32.60	\$21.19	\$148.33
						<i>Paint: Mushroom</i>


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
11	AURORA	<b>3614TS00</b> <b>SHELF SUPPORT,THIN,36"</b>	<b>67</b>	\$11.10	\$7.22	\$483.74
						<i>Paint: Mushroom</i>
12	AURORA	<b>3640B00</b> <b>BACK,36X40.25,22G QUIK LOK</b>	<b>3</b>	\$131.45	\$85.44	\$256.32
						<i>Paint: Mushroom</i>
13	AURORA	<b>WT00</b> <b>WALL TIE ASSEMBLY</b>	<b>2</b>	\$17.40	\$11.31	\$22.62
						<i>Paint: Mushroom</i>
14	EVOLVE FURNITURE GROUP (USA)	<b>EV2LXPL4225</b> <b>42"h x 25"w, Left, Laminate 2 Way Extention Gallery Panel End, Connects at 1 End at 90 Degrees to an Extention Panel, Finished on Both Ends, Connecting Hardware not Included</b>	<b>2</b>	\$397.00	\$166.74	\$333.48
		<i>Thermally Fused Laminates {20}</i> <i>WHE</i> <i>Walnut Heights</i> <i>PVC Trim Finishes {45}</i> <i>WHE</i> <i>Walnut Heights</i> <i>Commercial or GSA Offering</i> <i>STD</i> <i>Commercial Furniture Offering</i>				
15	EVOLVE FURNITURE GROUP (USA)	<b>EVATB2136</b> <b>21"h x 36"w, Fabric Covered Tackboard</b>	<b>2</b>	\$374.00	\$157.08	\$314.16
		<i>Tackboard Textile Grade {10 10}</i> <i>01</i> <i>Grade 1 Textile - Tackboard</i> <i>Panel Grade 1 Textiles {GR}</i> <i>LSBN</i> <i>Lisbon</i> <i>Lisbon {FR}</i> <i>LS15</i> <i>Henna</i> <i>Commercial or GSA Offering</i> <i>STD</i> <i>Commercial Furniture Offering</i>				
16	EVOLVE FURNITURE GROUP (USA)	<b>EVHLPBB01</b> <b>1.5"h x 8"w x 1"d, Laminate Gallery Panel Bottom Connecting Bracket, Connectors 2 Laminate End Panels at Bottom w/Screws, Hardware Included</b>	<b>2</b>	\$51.00	\$21.42	\$42.84
		<i>Paint Finish {20}</i> <i>STD</i> <i>Standard Paint Colors</i> <i>Standard Paint Finish {F1}</i> <i>BZD</i> <i>Blizzard (Textured Vanilla)</i> <i>Commercial or GSA Offering</i> <i>STD</i> <i>Commercial Furniture Offering</i>				


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
17	EVOLVE FURNITURE GROUP (USA)	<b>EVH LPCB01</b> <b>1.5"h x 4"w x 4"d, Laminate Gallery Panel 90 Degree Corner Bracket, Hardware Included</b> <i>Paint Finish {20} STD Standard Paint Colors</i> <i>Standard Paint Finish {F1} BZD Blizzard (Textured Vanilla)</i> <i>Commercial or GSA Offering STD Commercial Furniture Offering</i>	2	\$50.00	\$21.00	\$42.00
						
18	EVOLVE FURNITURE GROUP (USA)	<b>EVHV01</b> <b>Wall Adapter (Pair)</b> <i>Paint Finish {20} STD Standard Paint Colors</i> <i>Standard Paint Finish {F1} NEV Nevada</i> <i>Commercial or GSA Offering STD Commercial Furniture Offering</i>	2	\$99.00	\$41.58	\$83.16
						
19	EVOLVE FURNITURE GROUP (USA)	<b>EVLEPSSL4239</b> <b>42"h x 39"w, Left, Laminate Gallery Panel Single Sided Connector End, One Side Attaches to an End of Run &amp; Other Side Connects to Laminate Extension Panel, Connecting "U" Channel &amp; Connecting Hardware not Included</b> <i>Thermally Fused Laminates {20} WHE Walnut Heights</i> <i>PVC Trim Finishes {45} WHE Walnut Heights</i> <i>Commercial or GSA Offering STD Commercial Furniture Offering</i>	2	\$604.00	\$253.68	\$507.36
						
20	EVOLVE FURNITURE GROUP (USA)	<b>EVLXPML4230</b> <b>42"h x 30"w, Left, Laminate Straight Extension Gallery Panel End, Connects to Double or Single Sided Connecting Panel on One End &amp; Other Side Connects to 2 Way Laminate Extension Panel, Connecting Hardware not Included</b> <i>Thermally Fused Laminates {20} WHE Walnut Heights</i> <i>PVC Trim Finishes {45} WHE Walnut Heights</i> <i>Commercial or GSA Offering STD Commercial Furniture Offering</i>	2	\$482.00	\$202.44	\$404.88
						
21	EVOLVE FURNITURE GROUP (USA)	<b>EVPCPSA118</b> <b>18"h, 1 Way Post, Slotted, Extension Connector, Includes Post, Hardware &amp; Aluminum Trim</b> <i>Paint Finish {20} STD Standard Paint Colors</i> <i>Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal)</i> <i>Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} BZB Blizzard (Textured Vanilla) w/ Black Inlines</i> <i>Commercial or GSA Offering STD Commercial Furniture Offering</i>	1	\$122.00	\$51.24	\$51.24
						
22	EVOLVE FURNITURE GROUP (USA)	<b>EVPCPSA124</b> <b>24"h, 1 Way Post, Slotted, Extension Connector, Includes Post, Hardware &amp; Aluminum Trim</b> <i>Paint Finish {20} STD Standard Paint Colors</i> <i>Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal)</i> <i>Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} BZB Blizzard (Textured Vanilla) w/ Black Inlines</i> <i>Commercial or GSA Offering STD Commercial Furniture Offering</i>	1	\$122.00	\$51.24	\$51.24
						


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
23	EVOLVE FURNITURE GROUP (USA)	<b>EVPCPSA218</b> <b>18"h, 2 Way Post, Slotted, Extension Connector, Includes Post, Hardware &amp; Aluminum Trim</b> Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} BZB Blizzard (Textured Vanilla) w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	1	\$156.00	\$65.52	\$65.52
						
24	EVOLVE FURNITURE GROUP (USA)	<b>EVPCPSA224</b> <b>24"h, 2 Way Post, Slotted, Extension Connector, Includes Post, Hardware &amp; Aluminum Trim</b> Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} BZB Blizzard (Textured Vanilla) w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	1	\$156.00	\$65.52	\$65.52
						
25	EVOLVE FURNITURE GROUP (USA)	<b>EVPCPA242NR</b> <b>42"h, 2 Way Post, No Raceway Panel, Includes Post, Hardware &amp; Aluminum Trims</b> Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} BZB Blizzard (Textured Vanilla) w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	1	\$235.00	\$98.70	\$98.70
						
26	EVOLVE FURNITURE GROUP (USA)	<b>EVPCPA242PNR</b> <b>42"h, 2 Way Post, No Raceway on One Side, Panel w/ Raceway on Other Side, Includes Post, Hardware &amp; Aluminum Trims</b> Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} BZB Blizzard (Textured Vanilla) w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	3	\$235.00	\$98.70	\$296.10
						
27	EVOLVE FURNITURE GROUP (USA)	<b>EVDPDS8442</b> <b>84"h x 42"w, Non-Handed Glazed Sliding Door, 42"w Door Spans, 36" Opening, Privacy Screen Rails Must be Installed on Adjacent 48"w Panel</b> Frame Finish {80} STD Standard Paint Colors Standard Paint Finish {F1} BZD Blizzard (Textured Vanilla) Glazing Options {54} FRS Frosted Door Handness ~L Left Handed	1	\$3,804.00	\$1,597.68	\$1,597.68
						
28	EVOLVE FURNITURE GROUP (USA)	<b>EVPEERSA18</b> <b>18"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware &amp; Aluminum Trim</b> Paint Finish {20} STD Standard Paint Colors Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} BZB Blizzard (Textured Vanilla) w/ Black Inlines Commercial or GSA Offering STD Commercial Furniture Offering	1	\$69.00	\$28.98	\$28.98
						


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
29	EVOLVE FURNITURE GROUP (USA)	<b>EVPEERSA24</b> <b>24"h, End of Run, Slotted, Extension Connector, Includes Post, Hardware &amp; Aluminum Trim</b> <i>Paint Finish {20} STD Standard Paint Colors</i> <i>Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal)</i> <i>Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} STD Designer White w/ Black Inlines</i> <i>Commercial or GSA Offering Commercial Furniture Offering</i>	1	\$69.00	\$28.98	\$28.98
30	EVOLVE FURNITURE GROUP (USA)	<b>EVPERA42</b> <b>42"h, End of Run Post, Includes Post, Hardware &amp; Aluminum Trim</b> <i>Paint Finish {20} STD Standard Paint Colors</i> <i>Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal)</i> <i>Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} STD Blizzard (Textured Vanilla) w/ Black Inlines</i> <i>Commercial or GSA Offering Commercial Furniture Offering</i>	3	\$110.00	\$46.20	\$138.60
31	EVOLVE FURNITURE GROUP (USA)	<b>EVPERA42NR</b> <b>42"h, End of Run Post, No Raceway Panel, Includes Post, Hardware &amp; Aluminum Trim</b> <i>Paint Finish {20} STD Standard Paint Colors</i> <i>Standard Paint Options {*1} STDR Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal)</i> <i>Connectors w/ Black Inlines (Use w/ Black Horizontal Reveal) {F1} STD Blizzard (Textured Vanilla) w/ Black Inlines</i> <i>Commercial or GSA Offering Commercial Furniture Offering</i>	1	\$116.00	\$48.72	\$48.72
32	EVOLVE FURNITURE GROUP (USA)	<b>EVPERCH42NR</b> <b>42"h, "U" Channel Connector Used w/Non Raceway Panels, Attaches to Laminate Gallery End or Middle Panel, 1 Required at End and 2 Required in Middle</b> <i>Paint Finish {20} STD Standard Paint Options</i> <i>Standard Paint Options {*1} STDR Black Inline Connector (Use w/ Black Horizontal Reveal)</i> <i>Black Inline Connector (Use w/ Black Horizontal Reveal) {F1} STD Black Inline (Must use w/ Black Horizontal Reveal)</i> <i>Commercial or GSA Offering Commercial Furniture Offering</i>	2	\$185.00	\$77.70	\$155.40
33	EVOLVE FURNITURE GROUP (USA)	<b>EVPERTA84</b> <b>84"h, End of Run Aluminum Trim, Does not Include Slotted Post nor Connection Hardware</b> <i>Paint Finish {20} STD Standard Paint Colors</i> <i>Standard Paint Finish {F1} BZD Blizzard (Textured Vanilla)</i> <i>Commercial or GSA Offering STD Commercial Furniture Offering</i>	3	\$112.00	\$47.04	\$141.12


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
34	EVOLVE FURNITURE GROUP (USA)	<b>EVPFAM4236</b> <b>42"h x 36"w, Monolithic Fabric Acoustic Panel</b>	1	\$509.00	\$213.78	\$213.78
		<p>30-Panel Top Cap Removal Option {30} STR            Frame Finish {20} STDR            Standard Paint Options {*I} BZB            Panels w/ Black Horizontal Reveal {F1} BZD            Top Cap Paint Finish {80} LSBN            Panel Textile Grade - Outside Position 1 {10 02} 01            Panel Grade 1 Textiles {GR} LSBN            Lisbon {FR} LS15            Panel Textile Grade - Inside Position STD 1 {10 01}            Panel Grade 1 Textiles {GR} Lisbon {FR}            Commercial or GSA Offering</p>		<p>(STD) Panel Top Cap            Standard Paint Options            Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)            Blizzard (Textured Vanilla) w/ Black Horizontal Reveal            Blizzard (Textured Vanilla)            Grade 1 Textiles - Outside Position 1            Lisbon            Henna            Grade 1 Textiles - Inside Position 1            Lisbon            Henna            Commercial Furniture Offering</p>		




35	EVOLVE FURNITURE GROUP (USA)	<b>EVPFAM4248</b> <b>42"h x 48"w, Monolithic Fabric Acoustic Panel</b>	2	\$613.00	\$257.46	\$514.92
		<p>30-Panel Top Cap Removal Option {30} STR            Frame Finish {20} STDR            Standard Paint Options {*I} BZB            Panels w/ Black Horizontal Reveal {F1} BZD            Top Cap Paint Finish {80} LSBN            Panel Textile Grade - Outside Position 1 {10 02} 01            Panel Grade 1 Textiles {GR} LSBN            Lisbon {FR} LS15            Panel Textile Grade - Inside Position STD 1 {10 01}            Panel Grade 1 Textiles {GR} Lisbon {FR}            Commercial or GSA Offering</p>		<p>(STD) Panel Top Cap            Standard Paint Options            Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)            Blizzard (Textured Vanilla) w/ Black Horizontal Reveal            Blizzard (Textured Vanilla)            Grade 1 Textiles - Outside Position 1            Lisbon            Henna            Grade 1 Textiles - Inside Position 1            Lisbon            Henna            Commercial Furniture Offering</p>		


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
36	EVOLVE FURNITURE GROUP (USA)	<b>EVPFAM4254</b> <b>42"h x 54"w, Monolithic Fabric Acoustic Panel</b>	4	\$674.00	\$283.08	\$1,132.32
		<p>30-Panel Top Cap Removal Option {30} STR (STD) Panel Top Cap</p> <p>Frame Finish {20} STD Standard Paint Options</p> <p>Standard Paint Options {*I} STDR Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</p> <p>Panels w/ Black Horizontal Reveal {F1} BZB Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</p> <p>Top Cap Paint Finish {80} LSBN Grade 1 Textiles - Outside Position 1</p> <p>Panel Textile Grade - Outside LS15 Lisbon</p> <p>Position 1 {10 02} 01 Henna</p> <p>Panel Grade 1 Textiles {GR} LSBN Grade 1 Textiles - Inside Position 1</p> <p>Lisbon {FR} LS15 Lisbon</p> <p>Panel Textile Grade - Inside Position STD Henna</p> <p>1 {10 01} Commercial Furniture Offering</p> <p>Panel Grade 1 Textiles {GR}</p> <p>Lisbon {FR}</p> <p>Commercial or GSA Offering</p>				


37	EVOLVE FURNITURE GROUP (USA)	<b>EVPGTE1824</b> <b>18"h x 24"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules</b>	1	\$587.00	\$246.54	\$246.54
		<p>Frame Finish {20} STD Standard Paint Options</p> <p>Standard Paint Options {*I} STDR Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</p> <p>Panels w/ Black Horizontal Reveal {F1} BZB Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</p> <p>Glazing - Position 1 {01} CLR Glazing - Position 1</p> <p>Tempered Glazing {54} STD Clear</p> <p>Commercial or GSA Offering Commercial Furniture Offering</p>				



38	EVOLVE FURNITURE GROUP (USA)	<b>EVPGTE1842</b> <b>18"h x 42"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules</b>	1	\$1,088.00	\$456.96	\$456.96
		<p>Frame Finish {20} STD Standard Paint Options</p> <p>Standard Paint Options {*I} STDR Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</p> <p>Panels w/ Black Horizontal Reveal {F1} BZB Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</p> <p>Glazing - Position 1 {01} FRS Glazing - Position 1</p> <p>Tempered Glazing {54} STD Frosted (40% Upcharge)</p> <p>Commercial or GSA Offering Commercial Furniture Offering</p>				


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
39	EVOLVE FURNITURE GROUP (USA)	<b>EVPGTE1848</b> <b>18"h x 48"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules</b>  <p> <i>Frame Finish {20}</i>                      <i>STD</i>                      <i>Standard Paint Options</i>  <i>Standard Paint Options {*I}</i>        <i>STDR</i>                      <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i>  <i>Panels w/ Black Horizontal Reveal {F1}</i>    <i>BZB</i>                      <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i>  <i>Glazing - Position 1 {01}</i>                      <i>GT</i>                      <i>Glazing - Position 1</i>  <i>Tempered Glazing {54}</i>                      <i>FRS</i>                      <i>Frosted (40% Upcharge)</i>  <i>Commercial or GSA Offering</i>                      <i>STD</i>                      <i>Commercial Furniture Offering</i> </p>	1	\$1,218.00	\$511.56	\$511.56
40	EVOLVE FURNITURE GROUP (USA)	<b>EVPGTE1854</b> <b>18"h x 54"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules</b>  <p> <i>Frame Finish {20}</i>                      <i>STD</i>                      <i>Standard Paint Options</i>  <i>Standard Paint Options {*I}</i>        <i>STDR</i>                      <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i>  <i>Panels w/ Black Horizontal Reveal {F1}</i>    <i>BZB</i>                      <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i>  <i>Glazing - Position 1 {01}</i>                      <i>GT</i>                      <i>Glazing - Position 1</i>  <i>Tempered Glazing {54}</i>                      <i>CLR</i>                      <i>Clear</i>  <i>Commercial or GSA Offering</i>                      <i>STD</i>                      <i>Commercial Furniture Offering</i> </p>	2	\$944.00	\$396.48	\$792.96
41	EVOLVE FURNITURE GROUP (USA)	<b>EVPGTE2424</b> <b>24"h x 24"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules</b>  <p> <i>Frame Finish {20}</i>                      <i>STD</i>                      <i>Standard Paint Options</i>  <i>Standard Paint Options {*I}</i>        <i>STDR</i>                      <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i>  <i>Panels w/ Black Horizontal Reveal {F1}</i>    <i>BZB</i>                      <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i>  <i>Glazing - Position 1 {01}</i>                      <i>GT</i>                      <i>Glazing - Position 1</i>  <i>Tempered Glazing {54}</i>                      <i>CLR</i>                      <i>Clear</i>  <i>Commercial or GSA Offering</i>                      <i>STD</i>                      <i>Commercial Furniture Offering</i> </p>	1	\$587.00	\$246.54	\$246.54
42	EVOLVE FURNITURE GROUP (USA)	<b>EVPGTE2442</b> <b>24"h x 42"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules</b>  <p> <i>Frame Finish {20}</i>                      <i>STD</i>                      <i>Standard Paint Options</i>  <i>Standard Paint Options {*I}</i>        <i>STDR</i>                      <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i>  <i>Panels w/ Black Horizontal Reveal {F1}</i>    <i>BZB</i>                      <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i>  <i>Glazing - Position 1 {01}</i>                      <i>GT</i>                      <i>Glazing - Position 1</i>  <i>Tempered Glazing {54}</i>                      <i>FRS</i>                      <i>Frosted (40% Upcharge)</i>  <i>Commercial or GSA Offering</i>                      <i>STD</i>                      <i>Commercial Furniture Offering</i> </p>	1	\$1,088.00	\$456.96	\$456.96


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
43	EVOLVE FURNITURE GROUP (USA)	<b>EVPGTE2448</b> <b>24"h x 48"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules</b>  <p> <i>Frame Finish {20}</i>                      <i>STD</i>                      <i>Standard Paint Options</i>  <i>Standard Paint Options {*1}</i>        <i>STDR</i>                      <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i>  <i>Panels w/ Black Horizontal Reveal {F1}</i>    <i>BZB</i>                      <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i>  <i>Glazing - Position 1 {01}</i>                      <i>GT</i>                      <i>Glazing - Position 1</i>  <i>Tempered Glazing {54}</i>                      <i>FRS</i>                      <i>Frosted (40% Upcharge)</i>  <i>Commercial or GSA Offering</i>                      <i>STD</i>                      <i>Commercial Furniture Offering</i> </p>	1	\$1,218.00	\$511.56	\$511.56
44	EVOLVE FURNITURE GROUP (USA)	<b>EVPGTE2454</b> <b>24"h x 54"w, Tempered Glass Extension Module, Top Trims are not Included with Extension Modules</b>  <p> <i>Frame Finish {20}</i>                      <i>STD</i>                      <i>Standard Paint Options</i>  <i>Standard Paint Options {*1}</i>        <i>STDR</i>                      <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i>  <i>Panels w/ Black Horizontal Reveal {F1}</i>    <i>BZB</i>                      <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i>  <i>Glazing - Position 1 {01}</i>                      <i>GT</i>                      <i>Glazing - Position 1</i>  <i>Tempered Glazing {54}</i>                      <i>CLR</i>                      <i>Clear</i>  <i>Commercial or GSA Offering</i>                      <i>STD</i>                      <i>Commercial Furniture Offering</i> </p>	2	\$944.00	\$396.48	\$792.96
45	EVOLVE FURNITURE GROUP (USA)	<b>EVPH1S4224NR</b> <b>42"h x 24"w, Segmented Laminate Panel, No Raceway, Single Sided</b>  <p> <i>30-Panel Top Cap Removal Option {30}</i>    <i>STR</i>                      <i>(STD) Panel Top Cap</i>  <i>Frame Finish {20}</i>                      <i>STD</i>                      <i>Standard Paint Options</i>  <i>Standard Paint Options {*1}</i>        <i>STDR</i>                      <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i>  <i>Panels w/ Black Horizontal Reveal {F1}</i>    <i>BZB</i>                      <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i>  <i>Top Cap Paint Finish {80}</i>                      <i>BZD</i>                      <i>Blizzard (Textured Vanilla)</i>  <i>Panel Textile Grade - Outside Position 1 {10 02}</i>                      <i>01</i>                      <i>Grade 1 Textiles - Outside Position 1</i>  <i>Panel Grade 1 Textiles {GR}</i>                      <i>LSBN</i>                      <i>Lisbon</i>  <i>Lisbon {FR}</i>                      <i>LS15</i>                      <i>Henna</i>  <i>Panel Textile Grade - Outside Position 2 {10 04}</i>                      <i>HP</i>                      <i>Grade 1 Textiles - Outside Position 2</i>  <i>Panel Grade 1 Textiles {GR}</i>                      <i>HP</i>                      <i>Lisbon</i>  <i>Lisbon {FR}</i>                      <i>WHE</i>                      <i>Henna</i>  <i>Laminate - Inside Position 1 {01}</i>                      <i>WHE</i>                      <i>Laminate - Inside Position 1</i>  <i>High Pressure Laminates {54}</i>                      <i>HP</i>                      <i>Walnut Heights</i>  <i>Laminate - Inside Position 2 {03}</i>                      <i>WHE</i>                      <i>Laminate - Inside Position 2</i>  <i>High Pressure Laminates {53}</i>                      <i>STD</i>                      <i>Walnut Heights</i>  <i>Commercial or GSA Offering</i>                                           <i>Commercial Furniture Offering</i> </p>	1	\$691.00	\$290.22	\$290.22





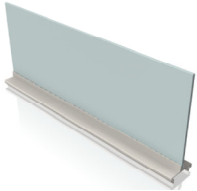
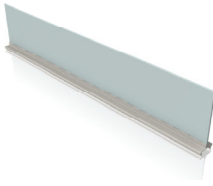
Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
46	EVOLVE FURNITURE GROUP (USA)	<b>EVPH1S4224NR</b> <b>42"h x 24"w, Segmented Laminate Panel, No Raceway, Single Sided</b>	2	\$691.00	\$290.22	\$580.44
		<p><i>30-Panel Top Cap Removal Option {30}</i> RTR <i>Removal of Panel Top Cap (Use when Specifying Privacy Glass and Continuous Top Cap Trim)</i></p> <p><i>Frame Finish {20}</i> STD <i>Standard Paint Options</i></p> <p><i>Standard Paint Options {*1}</i> STDR <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i></p> <p><i>Panels w/ Black Horizontal Reveal {F1}</i> BZB <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i></p> <p><i>Top Cap Paint Finish {80}</i> BZD <i>Blizzard (Textured Vanilla)</i></p> <p><i>Panel Textile Grade - Outside Position 1 {10 02}</i> 01 <i>Grade 1 Textiles - Outside Position 1</i></p> <p><i>Panel Grade 1 Textiles {GR}</i> LSBN <i>Lisbon</i></p> <p><i>Lisbon {FR}</i> LSBN <i>Henna</i></p> <p><i>Panel Textile Grade - Outside Position 2 {10 04}</i> LS15 <i>Grade 1 Textiles - Outside Position 2</i></p> <p><i>Panel Grade 1 Textiles {GR}</i> HP <i>Lisbon</i></p> <p><i>Lisbon {FR}</i> WHE <i>Henna</i></p> <p><i>Laminates - Inside Position 1 {01}</i> HP <i>Laminates - Inside Position 1</i></p> <p><i>High Pressure Laminates {54}</i> WHE <i>Walnut Heights</i></p> <p><i>Laminates - Inside Position 2 {03}</i> STD <i>Laminates - Inside Position 2</i></p> <p><i>High Pressure Laminates {53}</i> <i>Walnut Heights</i></p> <p><i>Commercial or GSA Offering</i> <i>Commercial Furniture Offering</i></p>				

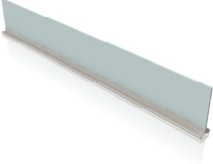





47	EVOLVE FURNITURE GROUP (USA)	<b>EVPH1S4242NR</b> <b>42"h x 42"w, Segmented Laminate Panel, No Raceway, Single Sided</b>	1	\$1,050.00	\$441.00	\$441.00
		<p><i>30-Panel Top Cap Removal Option {30}</i> STR <i>(STD) Panel Top Cap</i></p> <p><i>Frame Finish {20}</i> STD <i>Standard Paint Options</i></p> <p><i>Standard Paint Options {*1}</i> STDR <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i></p> <p><i>Panels w/ Black Horizontal Reveal {F1}</i> BZB <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i></p> <p><i>Top Cap Paint Finish {80}</i> BZD <i>Blizzard (Textured Vanilla)</i></p> <p><i>Panel Textile Grade - Outside Position 1 {10 02}</i> 01 <i>Grade 1 Textiles - Outside Position 1</i></p> <p><i>Panel Grade 1 Textiles {GR}</i> LSBN <i>Lisbon</i></p> <p><i>Lisbon {FR}</i> LS15 <i>Henna</i></p> <p><i>Panel Textile Grade - Outside Position 2 {10 04}</i> HP <i>Grade 1 Textiles - Outside Position 2</i></p> <p><i>Panel Grade 1 Textiles {GR}</i> WHE <i>Lisbon</i></p> <p><i>Lisbon {FR}</i> HP <i>Henna</i></p> <p><i>Laminates - Inside Position 1 {01}</i> WHE <i>Laminates - Inside Position 1</i></p> <p><i>High Pressure Laminates {54}</i> STD <i>Walnut Heights</i></p> <p><i>Laminates - Inside Position 2 {03}</i> <i>Laminates - Inside Position 2</i></p> <p><i>High Pressure Laminates {53}</i> <i>Walnut Heights</i></p> <p><i>Commercial or GSA Offering</i> <i>Commercial Furniture Offering</i></p>				


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
48	EVOLVE FURNITURE GROUP (USA)	<b>EVPH1S4248NR</b> <b>42"h x 48"w, Segmented Laminate Panel, No Raceway, Single Sided</b>	2	\$1,142.00	\$479.64	\$959.28
		<i>30-Panel Top Cap Removal Option {30}</i> RTR <i>Frame Finish {20}</i> STD <i>Standard Paint Options {*I}</i> STDR <i>Panels w/ Black Horizontal Reveal {F1}</i> BZB <i>Top Cap Paint Finish {80}</i> BZD <i>Panel Textile Grade - Outside Position 1 {10 02}</i> 01 <i>Panel Grade 1 Textiles {GR}</i> LSBN <i>Lisbon {FR}</i> LS15 <i>Panel Textile Grade - Outside Position 2 {10 04}</i> HP <i>Panel Grade 1 Textiles {GR}</i> WHE <i>Lisbon {FR}</i> HP <i>Laminate - Inside Position 1 {01}</i> WHE <i>High Pressure Laminates {54}</i> STD <i>Laminate - Inside Position 2 {03}</i> <i>High Pressure Laminates {53}</i> <i>Commercial or GSA Offering</i>		<i>Removal of Panel Top Cap (Use when Specifying Privacy Glass and Continuous Top Cap Trim)</i> <i>Standard Paint Options</i> <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i> <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i> <i>Blizzard (Textured Vanilla)</i> <i>Grade 1 Textiles - Outside Position 1</i> <i>Lisbon</i> <i>Henna</i> <i>Grade 1 Textiles - Outside Position 2</i> <i>Lisbon</i> <i>Henna</i> <i>Laminate - Inside Position 1</i> <i>Walnut Heights</i> <i>Laminate - Inside Position 2</i> <i>Walnut Heights</i> <i>Commercial Furniture Offering</i>		
49	EVOLVE FURNITURE GROUP (USA)	<b>EVPH1S4248NR</b> <b>42"h x 48"w, Segmented Laminate Panel, No Raceway, Single Sided</b>	1	\$1,142.00	\$479.64	\$479.64
		<i>30-Panel Top Cap Removal Option {30}</i> STR <i>Frame Finish {20}</i> STD <i>Standard Paint Options {*I}</i> STDR <i>Panels w/ Black Horizontal Reveal {F1}</i> BZB <i>Top Cap Paint Finish {80}</i> BZD <i>Panel Textile Grade - Outside Position 1 {10 02}</i> 01 <i>Panel Grade 1 Textiles {GR}</i> LSBN <i>Lisbon {FR}</i> LS15 <i>Panel Textile Grade - Outside Position 2 {10 04}</i> HP <i>Panel Grade 1 Textiles {GR}</i> WHE <i>Lisbon {FR}</i> HP <i>Laminate - Inside Position 1 {01}</i> WHE <i>High Pressure Laminates {54}</i> STD <i>Laminate - Inside Position 2 {03}</i> <i>High Pressure Laminates {53}</i> <i>Commercial or GSA Offering</i>		<i>(STD) Panel Top Cap</i> <i>Standard Paint Options</i> <i>Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</i> <i>Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</i> <i>Blizzard (Textured Vanilla)</i> <i>Grade 1 Textiles - Outside Position 1</i> <i>Lisbon</i> <i>Henna</i> <i>Grade 1 Textiles - Outside Position 2</i> <i>Lisbon</i> <i>Henna</i> <i>Laminate - Inside Position 1</i> <i>Walnut Heights</i> <i>Laminate - Inside Position 2</i> <i>Walnut Heights</i> <i>Commercial Furniture Offering</i>		

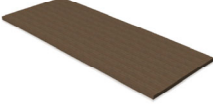
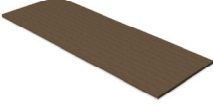


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
50	EVOLVE FURNITURE GROUP (USA)	<b>EVPH1S4254NR</b> <b>42"h x 54"w, Segmented Laminate Panel, No Raceway, Single Sided</b>	2	\$1,266.00	\$531.72	\$1,063.44
		<p>30-Panel Top Cap Removal Option {30} STR (STD) Panel Top Cap</p> <p>Frame Finish {20} STDR Standard Paint Options</p> <p>Standard Paint Options {*1} BZB Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</p> <p>Panels w/ Black Horizontal Reveal {F1} BZD Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</p> <p>Top Cap Paint Finish {80} LSBN Blizzard (Textured Vanilla)</p> <p>Panel Textile Grade - Outside LS15 Grade 1 Textiles - Outside Position 1</p> <p>Position 1 {10 02} 01 Lisbon</p> <p>Panel Grade 1 Textiles {GR} LSBN Henna</p> <p>Lisbon {FR} LS15 Grade 1 Textiles - Outside Position 2</p> <p>Panel Textile Grade - Outside HP Lisbon</p> <p>Position 2 {10 04} WHE Henna</p> <p>Panel Grade 1 Textiles {GR} HP Laminate - Inside Position 1</p> <p>Lisbon {FR} WHE Walnut Heights</p> <p>Laminate - Inside Position 1 {01} STD Laminate - Inside Position 2</p> <p>High Pressure Laminates {54} Walnut Heights</p> <p>Laminate - Inside Position 2 {03} Commercial Furniture Offering</p> <p>High Pressure Laminates {53}</p> <p>Commercial or GSA Offering</p>				





51	EVOLVE FURNITURE GROUP (USA)	<b>EVPH1S4260NR</b> <b>42"h x 60"w, Segmented Laminate Panel, No Raceway, Single Sided</b>	2	\$1,387.00	\$582.54	\$1,165.08
		<p>30-Panel Top Cap Removal Option {30} RTR Removal of Panel Top Cap (Use when Specifying Privacy Glass and Continuous Top Cap Trim)</p> <p>Frame Finish {20} STDR Standard Paint Options</p> <p>Standard Paint Options {*1} BZB Panels w/ Black Horizontal Reveal (Specify Black Reveal Connector Option)</p> <p>Panels w/ Black Horizontal Reveal {F1} BZD Blizzard (Textured Vanilla) w/ Black Horizontal Reveal</p> <p>Top Cap Paint Finish {80} LSBN Blizzard (Textured Vanilla)</p> <p>Panel Textile Grade - Outside LS15 Grade 1 Textiles - Outside Position 1</p> <p>Position 1 {10 02} 01 Lisbon</p> <p>Panel Grade 1 Textiles {GR} LSBN Henna</p> <p>Lisbon {FR} LS15 Grade 1 Textiles - Outside Position 2</p> <p>Panel Textile Grade - Outside HP Lisbon</p> <p>Position 2 {10 04} WHE Henna</p> <p>Panel Grade 1 Textiles {GR} HP Laminate - Inside Position 1</p> <p>Lisbon {FR} WHE Walnut Heights</p> <p>Laminate - Inside Position 1 {01} STD Laminate - Inside Position 2</p> <p>High Pressure Laminates {54} Walnut Heights</p> <p>Laminate - Inside Position 2 {03} Commercial Furniture Offering</p> <p>High Pressure Laminates {53}</p> <p>Commercial or GSA Offering</p>				


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
52	EVOLVE FURNITURE GROUP (USA)	<b>EVPIC42</b> <b>42"h, Inline Panel Connector, Includes Post &amp; Hardware, No Trim</b>  <i>Paint Finish {20}</i> <i>STD</i> <i>Standard Paint Options</i> <i>Standard Paint Options {*1}</i> <i>STDR</i> <i>Black Inline Connector (Use w/ Black Horizontal Reveal)</i> <i>Black Inline Connector (Use w/ Black Horizontal Reveal) {F1}</i> <i>BLK</i> <i>Black Inline (Must use w/ Black Horizontal Reveal)</i> <i>Commercial or GSA Offering</i> <i>STD</i> <i>Commercial Furniture Offering</i>	4	\$93.00	\$39.06	\$156.24
						
53	EVOLVE FURNITURE GROUP (USA)	<b>EVPIC42NR</b> <b>42"h, Inline Panel Connector, No Raceway Panel, Includes Post &amp; Hardware, No Trim</b>  <i>Paint Finish {20}</i> <i>STD</i> <i>Standard Paint Options</i> <i>Standard Paint Options {*1}</i> <i>STDR</i> <i>Black Inline Connector (Use w/ Black Horizontal Reveal)</i> <i>Black Inline Connector (Use w/ Black Horizontal Reveal) {F1}</i> <i>BLK</i> <i>Black Inline (Must use w/ Black Horizontal Reveal)</i> <i>Commercial or GSA Offering</i> <i>STD</i> <i>Commercial Furniture Offering</i>	8	\$97.00	\$40.74	\$325.92
						
54	EVOLVE FURNITURE GROUP (USA)	<b>EVPIEC518</b> <b>18"h, Inline, Slotted, Extension Panel Connector, Includes Post &amp; Hardware, No Trim</b>  <i>Paint Finish {20}</i> <i>STD</i> <i>Standard Paint Options</i> <i>Standard Paint Options {*1}</i> <i>STDR</i> <i>Black Inline Connector (Use w/ Black Horizontal Reveal)</i> <i>Black Inline Connector (Use w/ Black Horizontal Reveal) {F1}</i> <i>BLK</i> <i>Black Inline (Must use w/ Black Horizontal Reveal)</i> <i>Commercial or GSA Offering</i> <i>STD</i> <i>Commercial Furniture Offering</i>	4	\$63.00	\$26.46	\$105.84
						
55	EVOLVE FURNITURE GROUP (USA)	<b>EVPIEC524</b> <b>24"h, Inline, Slotted, Extension Panel Connector, Includes Post &amp; Hardware, No Trim</b>  <i>Paint Finish {20}</i> <i>STD</i> <i>Standard Paint Options</i> <i>Standard Paint Options {*1}</i> <i>STDR</i> <i>Black Inline Connector (Use w/ Black Horizontal Reveal)</i> <i>Black Inline Connector (Use w/ Black Horizontal Reveal) {F1}</i> <i>BLK</i> <i>Black Inline (Must use w/ Black Horizontal Reveal)</i> <i>Commercial or GSA Offering</i> <i>STD</i> <i>Commercial Furniture Offering</i>	4	\$63.00	\$26.46	\$105.84
						
56	EVOLVE FURNITURE GROUP (USA)	<b>EVPMMP24GI9P</b> <b>9"h x 24"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass</b>  <i>Paint Finish {20}</i> <i>STD</i> <i>Standard Paint Colors</i> <i>Standard Paint Finish {F1}</i> <i>BZD</i> <i>Blizzard (Textured Vanilla)</i> <i>Privacy Glazing {54}</i> <i>AFR</i> <i>Frosted</i> <i>Commercial or GSA Offering</i> <i>STD</i> <i>Commercial Furniture Offering</i>	2	\$374.00	\$157.08	\$314.16
						
57	EVOLVE FURNITURE GROUP (USA)	<b>EVPMMP48GI9P</b> <b>9"h x 48"w, Panel Mount Privacy Glass, Integrated Channel Extrusion with Aluminum Top Trim for Square Glass</b>  <i>Paint Finish {20}</i> <i>STD</i> <i>Standard Paint Colors</i> <i>Standard Paint Finish {F1}</i> <i>BZD</i> <i>Blizzard (Textured Vanilla)</i> <i>Privacy Glazing {54}</i> <i>AFR</i> <i>Frosted</i> <i>Commercial or GSA Offering</i> <i>STD</i> <i>Commercial Furniture Offering</i>	2	\$465.00	\$195.30	\$390.60
						



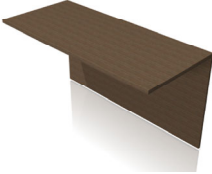
Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
58	EVOLVE FURNITURE GROUP (USA)	<b>EVPMP60GI9PU</b> <b>9"h x 60"w, Square Privacy Glass, Integrated Channel Extrusion for Use w/U Channel and Gallery Panel on One Side</b> <i>Paint Finish {20}</i> STD <i>Standard Paint Finish {F1}</i> BZD <i>Privacy Glazing {54}</i> AFR <i>Commercial or GSA Offering</i> STD  <i>Standard Paint Colors</i> <i>Blizzard (Textured Vanilla)</i> <i>Frosted</i> <i>Commercial Furniture Offering</i>	2	\$632.00	\$265.44	\$530.88
						
59	EVOLVE FURNITURE GROUP (USA)	<b>EVPTTA66F</b> <b>66"w, Aluminum Top Cap Trim - Field Installed</b> <i>Paint Finish {20}</i> STD <i>Standard Paint Finish {F1}</i> BZD <i>Commercial or GSA Offering</i> STD  <i>Standard Paint Colors</i> <i>Blizzard (Textured Vanilla)</i> <i>Commercial Furniture Offering</i>	2	\$69.00	\$28.98	\$57.96
						
60	EVOLVE FURNITURE GROUP (USA)	<b>EVPVTF84</b> <b>84"h, Vertical Flat Aluminum Trim Only</b> <i>Paint Finish {20}</i> STD <i>Standard Paint Finish {F1}</i> BZD <i>Commercial or GSA Offering</i> STD  <i>Standard Paint Colors</i> <i>Blizzard (Textured Vanilla)</i> <i>Commercial Furniture Offering</i>	4	\$36.00	\$15.12	\$60.48
						
61	EVOLVE FURNITURE GROUP (USA)	<b>EVPVTFEA42</b> <b>42"h, Vertical Flat Extension Aluminum Trim Only</b> <i>Paint Finish {20}</i> STD <i>Standard Paint Finish {F1}</i> BZD <i>Commercial or GSA Offering</i> STD  <i>Standard Paint Colors</i> <i>Blizzard (Textured Vanilla)</i> <i>Commercial Furniture Offering</i>	1	\$30.00	\$12.60	\$12.60
						
62	EVOLVE FURNITURE GROUP (USA)	<b>EVWS2364</b> <b>23"d x 64"w, Height Adjustable Rectangular Worksurface without Scoops, (Height Adjustable Base Sold Separate), 3mm PVC Edge Trim</b> <i>Worksurface Laminates {SF}</i> LP <i>Thermally Fused Laminates {20}</i> WHE <i>PVC Trim Finishes {45}</i> WHE <i>Commercial or GSA Offering</i> STD  <i>Thermally Fused Laminates (1" Thickness)</i> <i>Walnut Heights</i> <i>Walnut Heights</i> <i>Commercial Furniture Offering</i>	2	\$405.00	\$170.10	\$340.20
						
63	EVOLVE FURNITURE GROUP (USA)	<b>UUKSS36</b> <b>14.733"d x 36"w x 7.453"h, Panel Mounted Open Shelf, PRIME</b> <i>Paint Finishes {20}</i> STD <i>Standard Paint Finishes {F1}</i> NEV <i>Mounting Hardware {87}</i> 1 <i>Commercial or GSA Offering</i> STD  <i>Standard Paint Colors</i> <i>Nevada</i> <i>Evolve On Module</i> <i>Commercial Furniture Offering</i>	4	\$179.00	\$75.18	\$300.72
						


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
64	GLOBAL FURNITURE GROUP (USA)	<b>FT52LF24</b> <b>24"d, 2 Stage Column, Height Adjustable Base Only, Longe Frame used/w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS</b>  <i>Leg Finish {20}</i> ~FLC <i>Freefit Leg Finish</i> <i>Leg Finish {F1}</i> SIL <i>1-Silver, Leg Finish SIL</i> <i>Foot Type Configuration</i> ~FFTC <i>Freefit Foot Type Configuration Options</i> <i>Foot Type Configuration {45}</i> CL <i>A-CL Foot Configuration</i> <i>Handset Type</i> ~FFH <i>Freefit Handset Type</i> <i>Handset Type {80}</i> S <i>P-Up/Down Handset (STD)</i> <i>Split Cables Off Factory Order - Required (Order Entry) {*1}</i> LINAK <i>M-Split Cables Off Factory Order - Required (Order Entry)</i> ~NGSA <i>Commercial Furniture Offering</i> <i>Commercial GSA Offering</i>	2	\$1,479.00	\$724.71	\$1,449.42
65	GLOBAL FURNITURE GROUP (USA)	<b>FT52LF30</b> <b>30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS</b>  <i>Leg Finish {20}</i> ~FLC <i>Freefit Leg Finish</i> <i>Leg Finish {F1}</i> SIL <i>1-Silver, Leg Finish SIL</i> <i>Foot Type Configuration</i> ~FFTC <i>Freefit Foot Type Configuration Options</i> <i>Foot Type Configuration {45}</i> TL <i>A-TL Foot Configuration (CAD Image Defaults to C Foot)</i> <i>Handset Type</i> ~FFH <i>Freefit Handset Type</i> <i>Handset Type {80}</i> S <i>P-Up/Down Handset (STD)</i> <i>Split Cables Off Factory Order - Required (Order Entry) {*1}</i> LINAK <i>M-Split Cables Off Factory Order - Required (Order Entry)</i> ~NGSA <i>Commercial Furniture Offering</i> <i>Commercial GSA Offering</i>	1	\$1,489.00	\$729.61	\$729.61
66	GLOBAL FURNITURE GROUP (USA)	<b>FT52SF24</b> <b>24"d, 2 Stage Column, Height Adjustable Base Only, Short Frame used/w 46"w - 58"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS</b>  <i>Leg Finish {20}</i> ~FLC <i>Freefit Leg Finish</i> <i>Leg Finish {F1}</i> SIL <i>1-Silver, Leg Finish SIL</i> <i>Foot Type Configuration</i> ~FFTC <i>Freefit Foot Type Configuration Options</i> <i>Foot Type Configuration {45}</i> CL <i>A-CL Foot Configuration</i> <i>Handset Type</i> ~FFH <i>Freefit Handset Type</i> <i>Handset Type {80}</i> D <i>P-Digital Readout Handset</i> <i>Split Cables Off Factory Order - Required (Order Entry) {*1}</i> LINAK <i>M-Split Cables Off Factory Order - Required (Order Entry)</i> ~NGSA <i>Commercial Furniture Offering</i> <i>Commercial GSA Offering</i>	6	\$1,535.00	\$752.15	\$4,512.90


Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
67	GLOBAL FURNITURE GROUP (USA)	<b>FTWR2358</b> <b>23"d x 58"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING</b>  <i>Laminate Top Type {SF}</i> ~ (STD) Thermally Fused Laminate, High Performance (1" Thick) <i>Laminate Top Finish {20}</i> ~BR2L Height Adjustable Laminate Top Finish <i>Laminate Top Finish {F1}</i> WHE 1-Walnut Heights WHE <i>Laminate Edge Finish</i> ~FREE Frefit Laminate Edge Finish <i>Laminate Edge Finish {45}</i> WHE M-Walnut Heights WHE <i>Grommet Cut-Out Options</i> ~ Grommet/Electrical Not Required 46,51,52,58 ~NGSA Commercial Furniture Offering Commercial GSA Offering	6	\$544.00	\$266.56	\$1,599.36
68	GLOBAL FURNITURE GROUP (USA)	<b>FTWR2982</b> <b>29"d x 82"w x 1"h, Height Adjustable Rectangular Worksurface, Base Sold Separately, FREEFIT BENCHING</b>  <i>Laminate Top Type {SF}</i> ~ (STD) Thermally Fused Laminate, High Performance (1" Thick) <i>Laminate Top Finish {20}</i> ~BR2L Height Adjustable Laminate Top Finish <i>Laminate Top Finish {F1}</i> WHE 1-Walnut Heights WHE <i>Laminate Edge Finish</i> ~FREE Frefit Laminate Edge Finish <i>Laminate Edge Finish {45}</i> WHE M-Walnut Heights WHE <i>Grommet Cut-Out Options</i> ~ Grommet/Electrical Not Required 63,64,70,76,82 ~NGSA Commercial Furniture Offering Commercial GSA Offering	1	\$722.00	\$353.78	\$353.78
69	GLOBAL FURNITURE GROUP (USA)	<b>GUSC51C1830P</b> <b>18"d x 30"w x 65.6"h, 5H 2 Door Storage Cabinet, Full Pull, PRIME</b>  <i>Metal Paint Finishes {20}</i> STD Metal Paint Finishes (Global Standard Paint Finishes) <i>Standard Paint Finishes {*1}</i> LAFI Global Standard Finishes <i>Global Standard Paint Finishes {F1}</i> CHR 1-Charcoal CHR <i>Handle {33}</i> N M-No Handle, Default <i>Keys/Locks {35}</i> KRM C-Key Random Commercial or GSA Offering ~STD Commercial Furniture Offering	1	\$1,892.00	\$927.08	\$927.08
70	GLOBAL FURNITURE GROUP (USA)	<b>PN842429</b> <b>24"d x 84"w x 29"h, Table, PRINCETON</b>  <i>Material Type {19}</i> TFL M-Thermally Fused Laminate, High Performance (1" Thick) <i>Top Finish {20}</i> WHE 1-Walnut Heights WHE <i>Leg Finish</i> ~PLF Princeton Leg Finish <i>Leg Finish {80}</i> TTU F-(STD) Tungsten Finish, Open Frame TTU <i>Custom Grommet Location</i> ~ Grommet Not Required - Custom Grommet Location (Application Drawing Required) ~NGSA Commercial Furniture Offering {73} Commercial GSA Offering	1	\$1,717.00	\$841.33	\$841.33

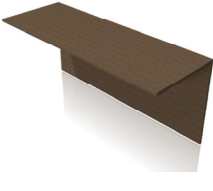
Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
71	GLOBAL FURNITURE GROUP (USA)	<b>PSMA1</b> <b>G7 Single Screen Monitor Arm, Adjustable &amp; Clamp or Grommet Mounted, PRODUCTIVITY SOLUTIONS</b>  <i>Monitor Arm Finish {20}</i> ~COLOR <i>Monitor Arm Finish</i> <i>Monitor Arm Finish {F1}</i> TUN <i>1-Tungsten TUN</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>	6	\$370.00	\$181.30	\$1,087.80
72	GLOBAL FURNITURE GROUP (USA)	<b>SCTSWSC3648</b> <b>36" d x 48" w x 29" h, Workshop Table, Work Height, Small Radii, Casters, COLLABORATIVE SPACES</b>  <i>Worksurface Type {SF}</i> HP <i>M-High Pressure Laminate (1-1/16" Thick)</i> <i>Laminate Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Laminate Edge Finish {45}</i> FAS <i>M-Fashionista FAS</i> <i>Leg Finish {80}</i> TUN <i>M-Tungsten (Metallic) TUN</i> <i>Caster Finish {35}</i> GRC <i>C-Grey GRC</i> <i>Electrical Cut-Out Options - Center Position</i> ~ <i>Electrical Not Required - Center Position</i> <i>Electrical Cut-Out Options - Custom Grommet Position</i> ~NGSA <i>Custom Electrical Cutout Not Required - Custom Position</i> <i>Commercial GSA Offering</i> <i>Commercial Furniture Offering</i>	1	\$2,486.00	\$1,218.14	\$1,218.14
73	GLOBAL FURNITURE GROUP (USA)	<b>Z15L2ES</b> <b>23.4" d x 15" w x 28.5" h, Storage Shell w/2 File Drawers, ZIRA</b>  <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Drawer Front Finish {86}</i> BZD <i>1-Blizzard BZD</i> <i>Handle Type</i> ~HAN <i>Handle Option (Required)</i> <i>Handle Type {80}</i> HQ <i>P-Bar Handle - Silver</i> <i>Keys{40}</i> K-402 <i>C-Keyed for Lock #402</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>	1	\$843.00	\$413.07	\$413.07
74	GLOBAL FURNITURE GROUP (USA)	<b>Z15L2SHN</b> <b>24" d x 15" w x 29.5" h, Storage Modules, Open w/ 1 Adjustable Shelf, ZIRA</b>  <i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i> <i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>	1	\$717.00	\$351.33	\$351.33

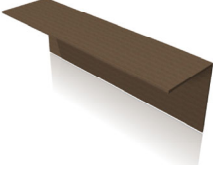



Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
75	GLOBAL FURNITURE GROUP (USA)	<b>Z15L2SHSR</b> <b>23.4"d x 15"w x 28.5"h, Storage Shell, Right w/1 Adjustable Shelf, ZIRA</b>	1	\$626.00	\$306.74	\$306.74
		<i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Door Type {84}</i> LAM <i>Door Type</i> <i>Door/Drawer Front Finish {86}</i> BZD <i>M-Blizzard BZD</i> <i>Glazed Door Type {85}</i> ~ <i>Laminate Doors (STD)</i> <i>Handle Type</i> ~HAN <i>Handle Option (Required)</i> <i>Handle Type {80}</i> HQ <i>P-Bar Handle - Silver</i> <i>Keys{40}</i> K-401 <i>C-Keyed for Lock #401</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				
76	GLOBAL FURNITURE GROUP (USA)	<b>Z15M2ES</b> <b>19.3"d x 15"w x 28.5"h, Storage Shell w/2 File Drawers, Side to Side Filing Only, ZIRA</b>	1	\$770.00	\$377.30	\$377.30
		<i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Drawer Front Finish {86}</i> BZD <i>1-Blizzard BZD</i> <i>Handle Type</i> ~HAN <i>Handle Option (Required)</i> <i>Handle Type {80}</i> HQ <i>P-Bar Handle - Silver</i> <i>Keys{40}</i> K-403 <i>C-Keyed for Lock #403</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				
77	GLOBAL FURNITURE GROUP (USA)	<b>Z16L6SHN</b> <b>24"d x 16"w x 65.5"h, Storage Modules, Open w/ 4 Adjustable Shelves, ZIRA</b>	2	\$1,260.00	\$617.40	\$1,234.80
		<i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Collator Options {70}</i> ~ <i>Collator Option Not Required (STD)</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				
78	GLOBAL FURNITURE GROUP (USA)	<b>Z18L2SHN</b> <b>24"d x 18"w x 29.5"h, Storage Modules, Open w/ 1 Adjustable Shelf, ZIRA</b>	1	\$810.00	\$396.90	\$396.90
		<i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i> <i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				




Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
79	GLOBAL FURNITURE GROUP (USA)	<b>Z18L2SHSN</b> <b>23.4"d x 18"w x 28.5"h, Storage Shell, Open Shelving w/1 Adjustable Shelf, ZIRA</b> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>	2	\$536.00	\$262.64	\$525.28
						
80	GLOBAL FURNITURE GROUP (USA)	<b>Z2054TB</b> <b>20"d x 54"w x 29.5"h, Storage Shell Top and Back Kit, Used with 28.5"h Storage Shells, ZIRA</b> <i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i> <i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Custom Grommet Location</i> ~ <i>Grommet/Electrical Not Required - Custom Grommet</i> <i>(Application Drawing Required)</i> ~NGSA <i>Locationn</i> <i>Commercial GSA Offering</i> <i>Commercial Furniture Offering</i>	2	\$555.00	\$271.95	\$543.90
						
81	GLOBAL FURNITURE GROUP (USA)	<b>Z20FL</b> <b>1"d x 20"w x 28.5"h, Full Leg to be used w/29"h Credenza Top and Back Kits, Hardware not Included, ZIRA</b> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> FAS <i>2-Fashionista FAS</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>	3	\$278.00	\$136.22	\$408.66
						
82	GLOBAL FURNITURE GROUP (USA)	<b>Z2454TB</b> <b>24"d x 54"w x 29.5"h, Storage Shell Top and Back Kit, Used with 28.5"h Storage Shells, ZIRA</b> <i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i> <i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Custom Grommet Location</i> ~ <i>Grommet/Electrical Not Required - Custom Grommet</i> <i>(Application Drawing Required)</i> ~NGSA <i>Locationn</i> <i>Commercial GSA Offering</i> <i>Commercial Furniture Offering</i>	2	\$586.00	\$287.14	\$574.28
						




Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
83	GLOBAL FURNITURE GROUP (USA)	<b>Z2466L</b> <b>24"d x 66"w x 29.5"h, Connectable Tables, Left, Full Modesty Panel &amp; Full End Panels, ZIRA</b>	1	\$938.00	\$459.62	\$459.62
		<p><i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i></p> <p><i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i></p> <p><i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i></p> <p><i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i></p> <p><i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i></p> <p><i>Modesty Height Options {MP}</i> ~ <i>M-Full Modesty Panel (1" A.F.F)</i></p> <p><i>Grommet/Electric Cut-Out Opt - LT</i> ~ <i>Grommet/Electrical Not Required - Left Position</i></p> <p><i>Pos.</i> ~ <i>Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) Center Position</i></p> <p><i>Grommet/Electric Cut-Out Opt - (STD) CTR Pos.</i> ~ <i>Grommet/Electrical Not Required - Right Position</i></p> <p><i>Grommet/Electric Cut-Out Opt - RT</i> ~NGSA <i>Grommet/Electrical Not Required - Custom Grommet Locationnn</i></p> <p><i>Pos.</i> ~ <i>Commercial Furniture Offering</i></p> <p><i>Custom Grommet Location (Application Drawing Required)</i></p> <p><i>Commercial GSA Offering</i></p>				







84	GLOBAL FURNITURE GROUP (USA)	<b>Z2466R</b> <b>24"d x 66"w x 29.5"h, Connectable Tables, Right, Full Modesty Panel &amp; Full End Panels, ZIRA</b>	1	\$938.00	\$459.62	\$459.62
		<p><i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i></p> <p><i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i></p> <p><i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i></p> <p><i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i></p> <p><i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i></p> <p><i>Modesty Height Options {MP}</i> ~ <i>M-Full Modesty Panel (1" A.F.F)</i></p> <p><i>Grommet/Electric Cut-Out Opt - LT</i> ~ <i>Grommet/Electrical Not Required - Left Position</i></p> <p><i>Pos.</i> ~ <i>Grommet Cover (Black), Cut-Out 3.25" x 1.875" - (STD) Center Position</i></p> <p><i>Grommet/Electric Cut-Out Opt - (STD) CTR Pos.</i> ~ <i>Grommet/Electrical Not Required - Right Position</i></p> <p><i>Grommet/Electric Cut-Out Opt - RT</i> ~NGSA <i>Grommet/Electrical Not Required - Custom Grommet Locationnn</i></p> <p><i>Pos.</i> ~ <i>Commercial Furniture Offering</i></p> <p><i>Custom Grommet Location (Application Drawing Required)</i></p> <p><i>Commercial GSA Offering</i></p>				

85	GLOBAL FURNITURE GROUP (USA)	<b>Z2466TB</b> <b>24"d x 66"w x 29.5"h, Storage Shell Top and Back Kit, Used with 28.5"h Storage Shells, ZIRA</b>	1	\$699.00	\$342.51	\$342.51
		<p><i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i></p> <p><i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i></p> <p><i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i></p> <p><i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i></p> <p><i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i></p> <p><i>Custom Grommet Location (Application Drawing Required)</i> ~ <i>Grommet/Electrical Not Required - Custom Grommet Locationnn</i></p> <p><i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i></p>				

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
86	GLOBAL FURNITURE GROUP (USA)	<b>Z2490TB</b> <b>24"d x 90"w x 29.5"h, Storage Shell Top and Back Kit, Used with 28.5"h Storage Shells, ZIRA</b>	1	\$935.00	\$458.15	\$458.15
		<i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i> <i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Custom Grommet Location (Application Drawing Required)</i> ~ <i>Grommet/Electrical Not Required - Custom Grommet Locationn</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				
87	GLOBAL FURNITURE GROUP (USA)	<b>Z24FL</b> <b>1"d x 24"w x 28.5"h, Full Leg to be used w/29"h Credenza Top and Back Kits, Hardware not Included, ZIRA</b>	5	\$278.00	\$136.22	\$681.10
		<i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> FAS <i>2-Fashionista FAS</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				
88	GLOBAL FURNITURE GROUP (USA)	<b>Z24L6BFL</b> <b>24"d x 24"w x 65.5"h, Personal Towers, Left w/Doors,2 Box and 1 File Drawer on Bottom, ZIRA</b>	1	\$2,522.00	\$1,235.78	\$1,235.78
		<i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i> <i>Door Type {84}</i> LAM <i>Door Type</i> <i>Door/Drawer Front Finish {86}</i> BZD <i>M-Blizzard BZD</i> <i>Glazed Door Type {85}</i> ~ <i>Laminate Doors (STD)</i> <i>Handle Type</i> ~HAN <i>Handle Option (Required)</i> <i>Handle Type {80}</i> HQ <i>P-Bar Handle - Silver</i> <i>Keys{40}</i> K-402 <i>C-Keyed for Lock #402</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				
89	GLOBAL FURNITURE GROUP (USA)	<b>Z24L6EL</b> <b>24"d x 24"w x 65.5"h, Personal Towers, Left w/Doors, 2 File Drawers on Bottom, ZIRA</b>	1	\$2,411.00	\$1,181.39	\$1,181.39
		<i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Top Thickness/ Edge Type {45}</i> A3 <i>F-1" Top, Standard Edge</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Door Type {84}</i> LAM <i>Door Type</i> <i>Door/Drawer Front Finish {86}</i> BZD <i>M-Blizzard BZD</i> <i>Glazed Door Type {85}</i> ~ <i>Laminate Doors (STD)</i> <i>Handle Type</i> ~HAN <i>Handle Option (Required)</i> <i>Handle Type {80}</i> HQ <i>P-Bar Handle - Silver</i> <i>Keys{40}</i> K-401 <i>C-Keyed for Lock #401</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
90	GLOBAL FURNITURE GROUP (USA)	<b>Z24L6EL</b> <b>24"d x 24"w x 65.5"h, Personal Towers, Left w/Doors, 2 File Drawers on Bottom, ZIRA</b>	1	\$2,411.00	\$1,181.39	\$1,181.39
		<i>Top Finish {20}</i> WHE 1-Walnut Heights WHE <i>Top Thickness/ Edge Type {45}</i> A3 F-1" Top, Standard Edge <i>Base Finish {50}</i> ~ZBSE Zira Chassis Finish <i>Base Finish - {F2}</i> WHE 2-Walnut Heights WHE <i>Door Type {84}</i> LAM Door Type <i>Door/Drawer Front Finish {86}</i> BZD M-Blizzard BZD <i>Glazed Door Type {85}</i> ~ Laminate Doors (STD) <i>Handle Type</i> ~HAN Handle Option (Required) <i>Handle Type {80}</i> HQ P-Bar Handle - Silver <i>Keys{40}</i> K-403 C-Keyed for Lock #403 <i>Commercial GSA Offering</i> ~NGSA Commercial Furniture Offering				
91	GLOBAL FURNITURE GROUP (USA)	<b>Z3072DM</b> <b>30"d x 72"w x 29.5"h, Freestanding Desk, Metal Open Frame Legs, 12" Modesty Panel, ZIRA</b>	1	\$2,585.00	\$1,266.65	\$1,266.65
		<i>Material Type {19}</i> TFL M-Thermally Fused Laminate, High Performance (1" Thick) <i>Top Finish {20}</i> WHE 1-Walnut Heights WHE <i>Top Thickness/ Edge Type {45}</i> A3 F-1" Top, Standard Edge <i>Base Finish {50}</i> ~ZBSE Zira Chassis Finish <i>Base Finish - {F2}</i> WHE 2-Walnut Heights WHE <i>Open Frame Leg Finish {80}</i> TTU M-(STD) Tungsten Finish, Open Frame TTU <i>Grommet/Electric Cut-Out Opt - LT</i> ~ Grommet/Electrical Not Required - Left Position <i>Pos.</i> ~ Grommet/Electrical Not Required - Center Position <i>Grommet/Electric Cut-Out Opt -</i> ~ Grommet/Electrical Not Required - Right Position <i>CTR Pos.</i> ~ Grommet/Electrical Not Required - Custom Grommet <i>Grommet/Electric Cut-Out Opt - RT</i> ~NGSA Location <i>Pos.</i> Commercial Furniture Offering <i>Custom Grommet Location</i> <i>(Application Drawing Required)</i> <i>Commercial GSA Offering</i>				
92	GLOBAL FURNITURE GROUP (USA)	<b>Z30L2SHSN</b> <b>23.4"d x 30"w x 27.5"h, Storage Shell, Open Shelving w/1 Adjustable Shelf, ZIRA</b>	1	\$661.00	\$323.89	\$323.89
		<i>Base Finish {50}</i> ~ZBSE Zira Chassis Finish <i>Base Finish - {F2}</i> WHE 2-Walnut Heights WHE <i>Commercial GSA Offering</i> ~NGSA Commercial Furniture Offering				

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
93	GLOBAL FURNITURE GROUP (USA)	<b>ZMPBBF19</b> <b>19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA</b>	1	\$1,204.00	\$589.96	\$589.96
		<i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i> <i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Drawer Front Finish {86}</i> BZD <i>1-Blizzard BZD</i> <i>Handle Type</i> ~ <i>Handle Option</i> <i>Handle Type {80}</i> HQ <i>M-Bar Handle - Silver</i> <i>Lock Finish {89}</i> SI <i>M-Silver Lock SIL</i> <i>Keys{40}</i> K-402 <i>C-Keyed for Lock #402</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				
94	GLOBAL FURNITURE GROUP (USA)	<b>ZMPBBF19</b> <b>19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA</b>	1	\$1,204.00	\$589.96	\$589.96
		<i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i> <i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Drawer Front Finish {86}</i> BZD <i>1-Blizzard BZD</i> <i>Handle Type</i> ~ <i>Handle Option</i> <i>Handle Type {80}</i> HQ <i>M-Bar Handle - Silver</i> <i>Lock Finish {89}</i> SI <i>M-Silver Lock SIL</i> <i>Keys{40}</i> K-403 <i>C-Keyed for Lock #403</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				
95	GLOBAL FURNITURE GROUP (USA)	<b>ZMPBBF19</b> <b>19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA</b>	1	\$1,204.00	\$589.96	\$589.96
		<i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i> <i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Drawer Front Finish {86}</i> BZD <i>1-Blizzard BZD</i> <i>Handle Type</i> ~ <i>Handle Option</i> <i>Handle Type {80}</i> HQ <i>M-Bar Handle - Silver</i> <i>Lock Finish {89}</i> SI <i>M-Silver Lock SIL</i> <i>Keys{40}</i> K-401 <i>C-Keyed for Lock #401</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
96	GLOBAL FURNITURE GROUP (USA)	<b>ZMPBBF19</b> <b>19"d x 16"w x 28.5"h, Pedestals, Mobile w/Box/Box/File Drawers, ZIRA</b>	1	\$1,204.00	\$589.96	\$589.96
		<i>Material Type {19}</i> TFL <i>M-Thermally Fused Laminate, High Performance (1" Thick)</i> <i>Top Finish {20}</i> WHE <i>1-Walnut Heights WHE</i> <i>Base Finish {50}</i> ~ZBSE <i>Zira Chassis Finish</i> <i>Base Finish - {F2}</i> WHE <i>2-Walnut Heights WHE</i> <i>Drawer Front Finish {86}</i> BZD <i>1-Blizzard BZD</i> <i>Handle Type</i> ~ <i>Handle Option</i> <i>Handle Type {80}</i> HQ <i>M-Bar Handle - Silver</i> <i>Lock Finish {89}</i> SI <i>M-Silver Lock SIL</i> <i>Keys{40}</i> K-STD <i>C-Key Random (STD)</i> <i>Commercial GSA Offering</i> ~NGSA <i>Commercial Furniture Offering</i>				
97	PARAGON	<b>CFS30OF14CO</b> <b>A&amp;DŽ Crossfit Single Storage 30"14CO: Shelves (X2) and 14"Totes (X3) Open Front</b>	2	\$1,610.00	\$805.00	\$1,610.00
		<i>CASEWORK PANEL COLOR</i> 902 <i>FOLKSTONE</i> <i>METAL FRAME COLOR</i> B <i>BLACK</i> <i>EDGE COLOR</i> O <i>COOL GRAY</i> <i>METAL PANEL COLOR</i> F <i>FLANNEL</i>				
98	SITONIT SEATING	<b>3130.PTC</b> <b>Power, EON (Clamp Mount, Power Cord 96"L)</b>	3	\$142.00	\$73.84	\$221.52
		<i>Power Type</i> PT5 <i>Dual AC/125V</i> <i>Power Color</i> PC4 <i>White</i> <i>Horizontal Wire Management</i> WM00 <i>No Wire Management</i>				
99	SITONIT SEATING	<b>3152.WM05.PST1</b> <b>Wire Management, Cable Caddy Basket, Power Strip (Undermount, 8AC/125V, Power Cord 96"L)</b>	9	\$350.00	\$182.00	\$1,638.00
		<i>Wire Basket Finish Option</i> WMC01 <i>Silver</i>				
100	AURORA	<b>FREIGHT</b> <b>Freight from Aurora FRT Quote: Prescott Public Lib-REV1</b>	1	\$0.00	\$1,058.82	\$1,058.82
						
101	ARIZONA FURNISHINGS	<b>LABOR</b> <b>Full Installation Services - Out of Town</b>	1	\$6,800.00	\$6,800.00	\$6,800.00
						

Item	Manufacturer	Product	Qty.	List Price:	Unit Price:	Amount:
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**Special Notes and Instructions**  
 June 30th Order

Subtotal \$61,864.45  
 Tax (9.1%) \$4,914.51

**Grand Total: \$66,778.96**

Credit Card Transactions will be assessed with a 3.5% handling fee.

**All pricing shall be subject to tariff surcharges imposed by manufacturers.**

Signature

Date

All Product Images are for visualization purposes only. Exact specifications, dimensions and/or fabrics and finishes may vary.

All products are custom made to order per client specifications and cannot be returned.

All damages must be reported within 5 days of receiving the product.

Installation is based on normal business hours of Monday - Friday 7:00 a.m. to 5:00 p.m. Contact your Sales Consultant for evening or weekend installation.

Please ensure the space is free and clear of all existing furniture prior to scheduled installation. Arizona Furnishings professional installers will unload, unbox, and assemble all furniture. All trash and recyclable material will be removed leaving a turnkey ready to use space.

***Thank you for your business!***



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: City Clerk  
ITEM #: 9.H  
SUBJECT: Adoption of Resolution No. 2026-1982 Dissolving the Workforce Housing Committee.

## ITEM SUMMARY

This item is for the adoption of Resolution No. 2026-1982 which will dissolve the Workforce Housing Committee.

## BACKGROUND

The Workforce Housing Committee (Committee) was established in 2022 via Resolution No. 2022-1843 to research and provide recommendations to Council on attainable housing options for the workforce of Prescott. Since their formation the Committee has worked with staff and consultants to create a Workforce Housing Strategy and Implementation Plan (Plan) which it presented to Council in early 2026. On March 10, 2026 the Council approved the Plan, and on March 24, 2026 provided direction to staff regarding use of grant funding to advance several initiatives within the strategy and implementation plan forwarded from the Workforce Housing Committee. With adoption of the Plan and initiatives of focus, the Committee has largely completed its forming objectives, and the Council now wishes to dissolve the Committee.

With adoption of this Resolution the Committee shall be dissolved, and all previous Resolutions related to this Standing Committee be rescinded.

## FINANCIAL IMPACT

There is no fiscal impact associated with this item.

## RECOMMENDED ACTION

MOVE to adopt Resolution No. 2026-1982

## ATTACHMENTS

1. Resolution No. 2026-1982\_Dissolving WHC

**RESOLUTION NO. 2026-1982**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA DISSOLVING THE WORKFORCE HOUSING COMMITTEE**

WHEREAS, Chapter 1-13 of the Prescott City Code authorizes the Mayor and Council to form Standing Committees of the City to act in an advisory role to the Mayor and Council; and

WHEREAS, Standing Committees require a significant amount of staff time and city resources; and

WHEREAS, the Workforce Housing Committee was established in 2022 via Resolution No. 2022-1843 to research and provide recommendations to Council on attainable housing options for the workforce of Prescott; and

WHEREAS, on March 10, 2026 the Council approved the Workforce Housing Strategy and Implementation Plan, and on March 24, 2026 provided direction to staff regarding use of grant funding to advance several initiatives within the strategy and implementation plan forwarded from the Workforce Housing Committee; and

WHEREAS, with adoption of the Strategy and Implementation Plan and initiatives of focus, the Committee has largely completed it's forming objectives, and the Council now wishes to dissolve the Committee.

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

SECTION 1 . THAT the Workforce Housing Committee shall be dissolved.

SECTION 2. THAT all previous Resolutions related to this Standing Committee be rescinded.

SECTION 6. THAT this Resolution will be effective 30-days after adoption by the Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 28<sup>th</sup> day of April, 2026.

\_\_\_\_\_  
CATHEY RUSING, 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. 2026-1982 is a true, correct and accurate copy of Resolution No. 2026-1982, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the \_\_ day of \_\_\_\_\_, 2026, 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 \_\_\_\_\_, 2026.

Seal

\_\_\_\_\_



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: Community Development  
ITEM #: 9.1  
SUBJECT: Approval of City Contract No. 2026-192 with HR Green for Professional Services for the General Plan Updates as Recommended by the Council Subcommittee for General Plan Review.

## ITEM SUMMARY

This item is for consideration of City Contract No. 2026-192 with HR Green for Professional Services for the General Plan updates in the amount of \$164,400.00.

## BACKGROUND

During the January 13, 2026 City Council Voting Meeting, Council voted to adopt Resolution No. 2026-1963 establishing the General Plan Subcommittee. At the first Subcommittee meeting on February 11, the Subcommittee voted to use the June 24, 2025 version of the General Plan as the baseline document for review moving forward. Since then the Subcommittee has been meeting on the second and fourth Wednesday of each month to review the General Plan.

During the December 9, 2025 City Council Voting Meeting, Council voted to hire a consultant group to work on the General Plan. Since then the Subcommittee has outlined key components to include in a scope of work and directed staff to engage a consultant to review the General Plan document and assist through the required ARS 9-461.06 process. Requests for proposals were sent on February 20 with a deadline to submit by March 27. Three total proposals were received and reviewed by the Subcommittee. During the April 22 Subcommittee meeting, the Subcommittee received a presentation from the consultants and reviewed the scope of services for the agreement. The Subcommittee unanimously recommended forwarding the approval of City Contract No. 2026-192 with HR Green for General Plan Updates to City Council for final consideration with a cost not to exceed \$164,400 (\$99,900 base scope fee plus \$64,500 in additional optional tasks).

The Subcommittee determined it was necessary to include statutorily required elements for populations greater than 50,000 since Prescott's population projection will be greater than 50,000 within the next ten years. As shown in the cost breakdown below, the addition of these elements for a population greater than 50,000 increases the base cost by \$50,000 (see Optional Task 4.2) and increases the amount of involvement with the public and elected officials, further increasing the cost (see Optional Task 2.2, 2.3, and 3.2).

Base Scope Total — \$99,900  
Incorporating Optional Tasks:

- Optional Task 2.2 City Council Updates — \$3,000
- Optional Task 2.3 Additional Subcommittee Meeting — \$3,000
- Optional Task 3.2 Additional Public Open House — \$3,000
- Optional Task 4.2 Additional Statutory Elements for 50,000 Population - \$50,000

The original intent was to have the General Plan on the July 2027 ballot. However, adding in the

requirements for populations greater than 50,000 pushes the timeline out to the November 2027 ballot, which the Subcommittee was supportive of.

### **FINANCIAL IMPACT**

\$164,400.00 for this professional services contract will be paid from the Community Development Planning Division's budget. It was not budgeted in the current fiscal year, but will be included in next fiscal year's budget when the majority of the expenditures will occur.

### **RECOMMENDED ACTION**

MOVE to approve City Contract No. 2026-192

### **ATTACHMENTS**

1. City Contract No. 2026-192



## **PROFESSIONAL SERVICES AGREEMENT/CONTRACT**

### **Prescott General Plan Update**

#### **Contract No. 2026-192**

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 HR Green, Inc. (hereinafter referred to as “Professional”), has expertise in providing Prescott General Plan Update 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. SCOPE OF WORK**

- A. That Professional shall provide the services to the City in relation to the Prescott General Plan Update 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 April 28, 2026), and as requested by the City Community Development Director (hereinafter referred to as “Director”).
- B. In addition to those services identified in Paragraph A above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph A, but necessary for the full and effective performance of the tasks specifically referenced.
- C. 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.
- D. All services identified in Paragraphs A and B 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”.

#### **2. TERM OF AGREEMENT**

The initial term of the Agreement shall be for a period of one (1) year, commencing on a fully executed contract.

### **3. COMPENSATION**

- A. The City shall pay to Professional a total sum of One Hundred Sixty-Four Thousand Four Hundred Dollars and Zero Cents (\$164,400.00) for all services specified in the Professionals project schedule 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 this agreement/contract shall not relieve Professional of its obligation to complete the performance of all those services specified in the Scope of Work. Should the City request in writing additional services beyond that specified in the Scope of Work, 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.

### **4. CONTRACT CONDITIONS**

#### **4.1. TERMINATION**

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.

#### **4.2. INCORPORATION OF EXHIBITS**

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.

#### **4.3. CONFLICT OF INTEREST**

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.

#### **4.4. INVOICES**

All invoices shall be emailed to ap@prescott-az.gov.

**4.5. NOTIFICATIONS**

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	HR Green, Inc.
201 N. Montezuma Street	480 West Warner Road, Suite A111
Prescott, AZ 86301	Tempe, Arizona 85284
contracts@prescott-az.gov	celeste.boccieri@hrgreen.com; edward.boik@hrgreen.com

**4.6. INDEPENDENT CONTRACTOR STATUS**

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.

**4.7. ASSIGNMENT**

This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

**4.8. AMBIGUITY**

This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

**4.9. INTELLECTUAL PROPERTY**

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.

**4.10. DISPUTE RESOLUTION**

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

#### **4.11. ATTORNEYS' 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 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.

#### **4.12. INTEGRATION AND AMENDMENT**

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.

#### **4.13. SEVERABILITY**

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.

#### **4.14. INDEMNIFICATION**

Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, 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.

#### **4.15. MODIFICATIONS AND WAIVERS**

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.

#### **4.16. DISCREPANCY**

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

#### **4.17. NON-APPROPRIATION 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.

## **5. GENERAL PROVISIONS**

### **5.1. CHANGES IN SERVICES/WORK**

- A. The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.
- B. Additional/extra services/work shall be that services/work not indicated or detailed on the Scope of Work and not specified. Such services/work shall be governed by all applicable provisions on the Contract Document.
- C. In giving instructions, the Director shall have authority to make minor changes in the services/work, not involving additional/extra cost, and not inconsistent with the purposes of the services/work. No additional/extra services/work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.
- D. Payment for any change ordered by the Director which involves services/work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said services/work being performed.
- E. Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written amendment issued by the Purchasing Division, which shall be written so as to indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the services/work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.
- F. If the Professional claims that any instructions involve additional/extra cost under this Contract, it shall give the Director written notice thereof within forty eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments that go over \$50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

### **5.2. PROFESSIONAL RESPONSIBILITY**

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.

### **5.3. NO THIRD-PARTY BENEFICIARIES**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

## **6. FEDERAL AND STATE LAWS**

### **6.1. COMPLIANCE WITH RELEVANT LAWS**

All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances. Professional, at Professional's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. Professional understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

### **6.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Parties, with regard to the work performed by it after award and during their performance of this contract, will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran status, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Titles VI and VII of the Civil Rights Act of 1964; Sections 501, 503 and 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 Disabilities 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, 2009-09, as may be amended from time-to-time.

### **6.3. ARIZONA LAWS**

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

### **6.4. PROFESSIONAL IMMIGRATION WARRANTY**

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

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

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

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

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

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

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

#### **6.5. ISRAEL**

Company certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott”, as that term is defined in A.R.S. § 35-393, of Israel.

#### **6.6. FORCED 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:

- A. The forced labor of ethnic Uyghurs in the People’s Republic of China
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- C. 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; and
- D. 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.

#### **6.7. CODE OF FEDERAL REGULATIONS; MINORITY OWNED BUSINESSES**

Contracting with small and minority firms, women’s business enterprise and labor surplus area firms:

- A. The Company will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps shall include:
  - 1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
  - 2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.

3. 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.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises.
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**7. INSURANCE REQUIREMENTS**

**7.1. INSURANCE LIMIT 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

**7.2. WORKERS' COMPENSATION**

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.

**7.3. ADDITIONAL INSURANCE REQUIREMENTS**

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

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

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

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

All certificates required by this Contract shall be emailed directly to [coi@prescott-az.gov](mailto: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.

**7.4. 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.

**7.5. 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.

**7.6. 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.

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 2026

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.

HR Green, Inc.

City of Prescott, a municipal corporation:

\_\_\_\_\_  
AUTHORIZED SIGNATURE (FULL NAME)

\_\_\_\_\_  
CATHEY RUSING, MAYOR

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
EMAIL

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
SARAH M. THORNHILL, CITY CLERK

\_\_\_\_\_  
JOSEPH D. YOUNG, CITY ATTORNEY

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
DATE SIGNED

## Exhibits List

A - Proposal\_Prescott\_General\_Plan\_Update\_HR Green\_2026\_03\_31

B - General\_Plan\_Project\_Scope

**Exhibit A**

Proposal\_Prescott\_General\_Plan\_Update\_HR  
Green\_2026\_03\_31



# General Plan Update

PROPOSAL FOR

City of Prescott, Arizona

Building Communities.  
Improving Lives.

MARCH 27, 2026





▶ 480 W. Warner Road | Suite A111  
 Tempe, AZ 85284  
**Main** 480.247.3702 + **Fax** 713.965.0044  
 ▶ [HRGREEN.COM](http://HRGREEN.COM)

Alex Bramlette, Planning Manager

March 27, 2026

City of Prescott  
 Community Development Department  
 201 S. Cortez Street  
 Prescott, Arizona 86303

**Re: City of Prescott General Plan Update 2026 Consultant Proposal**

Dear Alex and Members of the Selection Committee,

On behalf of HR Green, we are pleased to present our proposal for the City of Prescott General Plan Update. We have assembled a team with demonstrated success in Yavapai County, deep Arizona planning and engagement expertise, and the technical capacity to deliver a legally compliant, ballot-ready General Plan that meets the ARS Title 9 requirements, and achieves Council adoption by March 2027.

**The project management team who earned APA Arizona’s 2024 Best General Plan award (municipalities under 50,000) for the neighboring Town of Chino Valley**, previously with Matrix Design Group, **are now at HR Green**. Celeste Boccieri - Werner, FAICP and Ed Boik, AICP led this effort as project director and project manager. This core team not only managed the project, but executed it. Our approach to engagement and tailoring the plan to fit Chino Valley’s needs resulted in unanimous Council approval and successful voter ratification in November 2023. This plan now serves as the foundation for Chino Valley’s zoning code update. **We intend to earn the same success and lasting trust from Prescott.**

Prescott has reached a pivotal moment. The July 2027 ballot is strongly desired. The June 2025 draft is a foundation, not a finished product. And the path from where the plan stands today to **a “Yes” vote from Prescott’s residents** requires more than document production. It **requires process leadership, Council alignment, and a disciplined milestone-driven approach** that eliminates surprises before they reach a public hearing. That is precisely what our team delivers.

**What Sets Our Project Team Apart**

- ▶ **Proven in Central Arizona.** We understand the regional dynamics and the community values unique to your community in a way that firms without that track record simply cannot replicate.
- ▶ **A Scalable Scope Built Around Prescott’s Needs.** Our proposal is structured to first deliver what matters most: a ratifiable General Plan built on a strong foundation of land use, circulation, water resources, and development that reflects Prescott’s character and meets its statutory obligations. From that foundation, additional elements can be layered in as the City’s needs, timeline, and resources dictate. This approach protects the ballot deadline while giving Prescott the flexibility to build a plan that is as comprehensive as the community and Council wants it to be.
- ▶ **A Strategy for Council Consent.** We keep Council involved throughout the process so that by the time the plan reaches a public hearing, the path forward is already clear, questions are answered, and decision makers are aligned. Council and Subcommittee are engaged continuously and drive the process, not just contributing at the beginning and the end.



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Tempe, AZ 85284  
Main 480.247.3702 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

- ▶ **Local Presence, National Depth.** HR Green brings Prescott the advantage of a nearby Arizona-based team that understands the region, can engage directly with City staff and stakeholders, and remains accessible throughout the life of the project. What sets us apart is that this local presence is reinforced by the strength of a national multidisciplinary firm, giving Prescott immediate access to specialized expertise in planning, transportation, water resources, infrastructure, fiscal analysis, and GIS. The result is a team that is both responsive on the ground and exceptionally capable behind the scenes, able to provide the personal attention of a local partner with the technical depth, bench strength, and implementation experience of a national leader.
- ▶ **Implementation-Driven Solutions.** Our plans are known for being actionable. We don't just create plans that look good on paper; we craft roadmaps for successful implementation, offering you a living document to guide real-world decisions.

We have built lasting partnerships with Arizona municipalities across general plans, zoning codes, and community engagement efforts, and we are eager to establish that same trusted relationship with Prescott. We are prepared to mobilize within thirty days of contract execution.

Sincerely,  
HR GREEN, INC.

A handwritten signature in blue ink that reads 'Celeste Boccieri - Werner'.

**Celeste Boccieri - Werner, FAICP**  
Project Director  
National Director of Community and Federal Planning

A handwritten signature in blue ink that reads 'Edward Boik'.

**Edward Boik, AICP**  
Project Manager



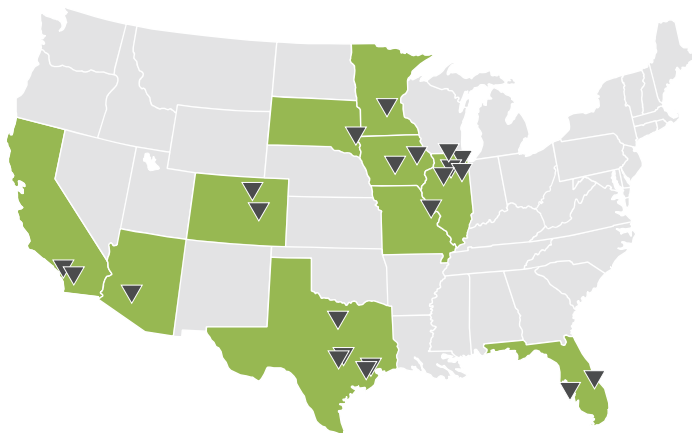
# I. Firm Overview

# About HR Green

## Experience and Qualifications

Established in 1913, HR Green is honored to be one of the nation's longest operating engineering firms. We collaborate across geographies and markets to provide the engineering, technical, and management solutions that connect and shape communities and are driven by the commitment of our clients.

For more than a century, HR Green has been dedicated to providing the services that our clients need to achieve success.



### 22 Offices in 10 States

HR Green offices are located throughout the United States in **Arizona**, California, Colorado, Florida, Iowa, Illinois, Minnesota, Missouri, South Dakota, and Texas.

2025  
**ENR**  
TOP 500  
DESIGN FIRMS

750+  
EMPLOYEES

**100+**  
Successful General +  
Comprehensive Plans

**20+**  
Public and Stakeholder  
Engagement Awards

**3**  
Certified Planners  
(1 AICP Fellow + 1 PMP)

## Comprehensive Services



### PLANNING

Our planning services allows clients to imagine their future. Both new and established communities must set a strategy for growth and development. Our planning professionals recognize regulatory and economic parameters while utilizing implementation tools that lead to success and practical application.



### ENGINEERING

We link project needs to community values, environmental and regulatory requirements, and infrastructure standards to design lasting solutions that meet the necessities of local citizens and businesses.



### ENVIRONMENTAL

Whether your environmental needs include environmental compliance for infrastructure and facilities, or NEPA services for transportation infrastructure, we can provide your solutions.



### BROADBAND

Unlock your infrastructure's hidden value, build a roadmap to success, bridge the digital divide, attract a Gigabit Economy, foster resilience, and help prepare your community or service area for the future.



### GEOSPATIAL

Land surveying, GIS mapping, data collection, or field observations are often the crucial first step to any project. HR Green's geospatial professionals have a keen eye for detail and keep your project goals front of mind while adapting as required by site conditions.



### MUNICIPAL SERVICES

Our Municipal Services professionals combine creativity with reliability to provide staff augmentation and multi-faceted consulting services to local governments. We provide Engineering, Public Works, Planning and Building Departments with staff to meet the variable workloads without the normal long-term costs.



### LAND DEVELOPMENT

We combine technical experience, a passion for service, and business savvy to make your projects highly successful. Our professionals provide land planning, engineering, and landscape architectural services in a single, integrated team to help streamline the design process.

HR Green offers Prescott a team that can work closely with City staff, remain actively engaged through Subcommittee and public meetings, and respond quickly as the General Plan advances toward an election-driven schedule.

## Hands-On Partnership, Multidisciplinary Strength

HR Green brings Prescott an accessible, engaged team that can work closely with staff, participate meaningfully in Subcommittee and public meetings, and help keep the General Plan update on track toward the City's required timeline. Behind that local responsiveness is the strength of a national multidisciplinary firm, giving Prescott access to specialized expertise in planning, transportation, infrastructure, GIS, fiscal analysis, and public engagement. The result is a partner that offers both personal accountability and the technical depth to deliver a polished, compliant, and implementation-ready plan.

**We meet the community where you are**, in council chambers, at community centers, places where people gather, and online, ensuring all voices are heard alongside active stakeholders. We communicate in plain language to help residents understand the practical implications of policy choices rather than planning theory. And we close every discussion with clear documentation of how community input shaped the plan, building the trust that a successful ratification campaign requires.

## Data, Community Priorities, and Fiscal Responsibility

Prescott values practical, fiscally responsible governance.

**Our analysis is built around value.** We use GIS analysis & mapping, fiscal impact modeling, and land use scenario analysis to test the plan's goals against the City's actual capacity to deliver infrastructure, water, and public services. Interactive digital tools allow residents to engage directly with draft documents and tie their input to specific locations in Prescott. The result is a plan grounded in data, validated against community priorities, and defensible under scrutiny.

## Resources We Bring to Prescott

Our team draws on a full spectrum of analytical and engagement resources, scaled to what each phase of the project requires.

### ► Advanced Data Analysis

- GIS, spatial analysis, and custom cartography
- Existing conditions field surveys and inventory
- Infrastructure and utility capacity assessment
- Population, demographic, and growth projections
- Fiscal impact and land use scenario analysis
- Traffic and transportation data analysis
- Water resource and environmental baseline data

### ► Expert Engagement and Facilitation

- Structured public meetings and open houses
- Stakeholder interviews and focus group facilitation
- Council and Subcommittee work sessions + briefings
- Online questionnaires
- Interactive document review and public commenting

### ► In-House Production & Tech Capacity

- Graphic design, document layout, and publication
- Drone survey and aerial photography
- Web design and digital engagement management
- 3D rendering and visualization
- Legal compliance review (ARS Title 9) cross-check
- Internal QA/QC by senior-level AICP-certified staff
- Access to over 750 professionals nationwide across planning, engineering, environmental, transportation, and water resources disciplines



## II. Project Team

## Regional Success, Local Impact

Our team’s value to the City of Prescott is rooted in a proven track record within Yavapai County. The successful delivery and unanimous approval of the Town of Chino Valley General Plan serves as the anchor for our approach. We don’t just understand Arizona planning law; we understand the specific regional dynamics and community values unique to Central Arizona.

### Organizational Structure

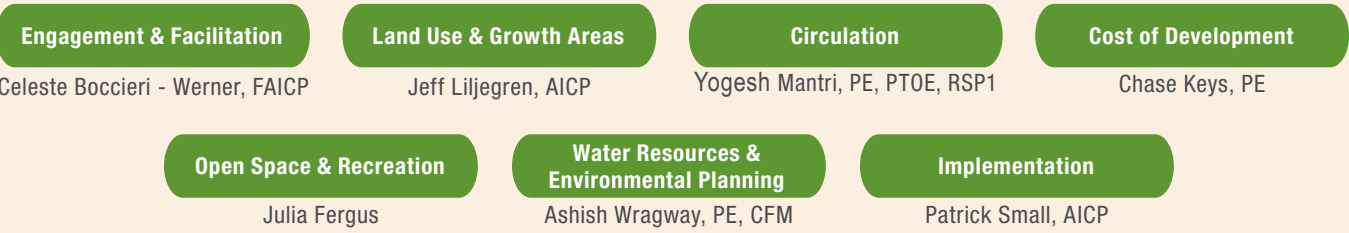
We have assembled a team designed to serve as a direct resource for both City Staff and the Council Subcommittee. High-level strategic oversight is paired with dedicated daily project management so the Subcommittee always has a prepared, informed point of contact. Your primary contact is **Edward “Ed” Boik, AICP, Project Manager**. Ed is Prescott’s day-to-day lead, responsible for schedule, budget, QA/QC, and attendance at every Subcommittee meeting. **Celeste Boccieri-Werner, FAICP**, serves as **Project Director** and **Engagement & Facilitation Lead** and maintains full visibility into project status at all times. If Ed is ever unavailable, Celeste can step in without a gap in continuity or knowledge. Between the two, someone on this project team is always reachable and always current.



**Project Director**  
Celeste Boccieri - Werner, FAICP



**Project Manager**  
Edward Boik, AICP



### ELEMENTS TO MAKE THE PLAN FUTURE READY



## Availability and Responsiveness

A successful General Plan process requires **more than virtual coordination, it requires a team that is accessible, engaged, and ready to respond as needs arise.** Based in Tempe, Arizona, our team is well positioned to provide timely, in-person support for Council presentations, Subcommittee meetings, public outreach events, and project working sessions. We are committed to being a visible and dependable partner, with a level of presence and responsiveness that helps keep the project moving forward efficiently and collaboratively.

### Celeste Boccieri-Werner, FAICP | National Director



A Fellow of the American Institute of Certified Planners, Celeste is a nationally recognized planning leader with extensive experience guiding complex public planning processes involving staff, elected officials, advisory bodies, and community stakeholders. She is particularly skilled at **building practical consensus around challenging policy issues**, helping projects maintain Just as with Chino Valley and other communities, her leadership will support a General Plan update process that is inclusive, well-coordinated, and positioned for successful adoption within a clear and defensible statutory framework..

### Edward Boik, AICP | Project Manager



Ed will serve as the City's dedicated project manager, providing consistent leadership, coordination, and accountability throughout the General Plan update. Along with leading the Chino Valley General Plan, he has worked on numerous planning and implementation projects that have required careful coordination among staff, stakeholders, and multidisciplinary teams. This breadth of experience allows him to manage complex efforts with a practical, organized approach that keeps milestones on track, budgets aligned, and deliverables moving forward toward adoption and ratification.. He has led and supported a wide range of general plan, policy, and implementation assignments.

### Jeff Liljgren, AICP | Senior Planner



Jeff will play a central role in preparing the General Plan document, bringing extensive experience in organizing technical information, community priorities, and policy direction into a clear and compelling final product. He excels at turning complex planning content into a document that is readable, visually engaging, and practical for both decision-makers and the public. His work will help ensure Prescott's General Plan is cohesive, accessible, and well-positioned for adoption and voter ratification..



## **Patrick Small, AICP I Senior Planner**

Patrick is a highly experienced senior planner who will provide leadership on the housing, neighborhood preservation, and implementation components of the General Plan update. He specializes in developing policy direction and practical strategies that help communities expand housing opportunities, sustain the character and vitality of existing neighborhoods, and move from planning to action. His work will help ensure these elements of the plan are balanced, achievable, and grounded in recommendations the City can carry forward beyond adoption.



## **Julia Fergus I Associate Planner**

Julia will support the General Plan update with GIS analysis, mapping, and planning support focused on open space and recreation. She brings strong technical capability in spatial analysis and map development, helping transform data into clear, useful planning tools that inform policy direction and community decision-making. Her contributions will help ensure Prescott's open space and recreation elements are supported by sound analysis, clearly documented opportunities, and high-quality mapping throughout the plan.



## **Stephen Werner, PMP I Economic Analysis**

Stephen provides the financial and market-based "reality check" for the General Plan. With over two decades of experience in Arizona-specific market demand and fiscal impact modeling, he ensures that Prescott's goals for strategic growth are grounded in economic reality. Stephen's role is to verify that the land use scenarios proposed in the plan are not only visionary but also fiscally sustainable, protecting the City's long-term ability to fund infrastructure and public services without placing an undue burden on taxpayers.



## Celeste Bocchieri - Werner, FAICP

### Project Director

Based in the Phoenix metro area, Celeste brings decades of experience guiding complex, politically sensitive planning processes to successful adoption. Her greatest strength is stabilizing stalled planning processes by building the consensus necessary to get plans ratified. She works directly with elected officials and steering committees to build the shared understanding that allows difficult decisions to move forward on schedule.

Her deep experience across Arizona’s political landscape gives her an unusually clear understanding of how to work in conservative communities that value property rights, fiscal responsibility, and the preservation of community character. She has served as a trusted advisor to elected officials and state legislators, shepherding planning legislation through some of Arizona’s most challenging political environments.

Celeste is a Fellow of the American Institute of Certified Planners, one of the profession’s highest honors, and a recent recipient of the Arizona APA’s Distinguished Planning Pioneer award. For Prescott, she brings the political awareness, facilitation skill, and steady hand this engagement requires.

### EXPERIENCE

35+ Years

### EDUCATION

BS, Urban Planning

BS, Landscape Architecture

### REGISTRATION / LICENSE

American Institute of Certified Planners College of Fellows (FAICP) #015369

American Planning Association (APA)

American Planning Association, Federal Planning Division, Treasurer

International Association for Public Participation (IAP2)

Association of Defense Communities (ADC)

Society of American Military Engineers (SAME)

\* Projects completed while at another firm.

### SELECTED PROJECT EXPERIENCE

- ▶ **Chino Valley General Plan, Town of Chino Valley.\*** Celeste was the Project Director for the award-winning Chino Valley General Plan. She led the public participation and communication approach including open houses, coordination with Town staff, the General Plan Steering Committee, and Plan Ambassadors. Her guidance led to the development of goals and policies that will achieve the Town’s vision of balancing growth while retaining the rural characteristics that make Chino Valley special. The broad public engagement through online activities and in-person events confirmed the community’s vision was supported.
- ▶ **Buckeye General Plan, City of Buckeye.\*** As Project Manager for the award-winning Imagine Buckeye 2040 General Plan, Celeste was responsible for guiding one of the state’s most complex planning efforts. She led the extensive and detailed community engagement program, which was crucial for achieving public buy-in regarding changes and updates across the city’s vast planning area. Celeste guided the project team in creating a comprehensive vision that balanced future population growth, existing zoning, military compatibility factors, transportation, the natural environment, and economic development. Her leadership resulted in a plan that earned the Best General Plan award from the American Planning Association.
- ▶ **Universal City Comprehensive Plan, City of Universal City, Texas.** As Project Director and Community Engagement Lead, Celeste is guiding the development of Universal City’s Comprehensive Plan, setting the vision for managed growth and redevelopment. She led an extensive engagement process to build broad community alignment while strategically balancing new economic opportunities with the preservation of the critical military mission at Joint Base San Antonio. The plan establishes actionable land use, economic, and infrastructure strategies that support community goals while ensuring long-term compatibility with military operations.

## Celeste Bocchieri - Werner, FAICP, continued

### Other Arizona General Plans

- ▶ Goodyear, AZ General Plan\*
- ▶ Eloy, AZ General Plan\*
- ▶ Wickenburg, AZ General Plan\*
- ▶ Pinetop-Lakeside, AZ General Plan\*
- ▶ Paradise Valley, AZ General Plan\*
- ▶ Florence, AZ General Plan\*
- ▶ Marana, AZ General Plan Update\*
- ▶ Peoria, AZ General Plan Update\*
- ▶ Glendale, AZ General Plan Update\*
- ▶ Globe, AZ General Plan\*
- ▶ Scottsdale, AZ General Plan\*
- ▶ San Luis, AZ General Plan\*
- ▶ Page, AZ General Plan\*

### Other State General/Comprehensive Plans

- ▶ Bixby, OK Comprehensive Plan\*
- ▶ Denton, TX Comprehensive Plan\*
- ▶ Walton County, FL Comprehensive Plan\*
- ▶ La Junta, CO Comprehensive Plan\*
- ▶ Lochbuie, CO Comprehensive Plan\*



## Edward Boik, AICP

### Project Manager | Implementation

Based in the Phoenix metro area, Edward is a professional planner with 24 years of city planning experience in urban, suburban, and rural communities in the public and private sectors. He has been responsible for diverse planning projects, including comprehensive/general plans, area plans, master-planned communities, and the development and enforcement of land development, zoning, and design regulations. Ed excels at community outreach and facilitation, producing productive working relationships and clear interactions with stakeholders, from elected officials to staff, outside agencies, and the public. His background encompasses review of zoning, site plans, landscaping plans, variances, design reviews, and other development requests, as well as active and complaint-based code enforcement. Ed's reputation and capabilities have been trusted to manage high-profile, complex economic development projects and develop complex land use codes such as medical marijuana regulations, sign codes, and form-based codes. He effectively communicates, assesses, develops, and implements policies, plans, procedures, and codes to meet community planning and development goals.

#### EXPERIENCE

24 Years

#### EDUCATION

BS, Geography, GIS and Urban Economic Systems

#### REGISTRATION / LICENSE

American Institute of Certified Planners | National #025657

American Planning Association - AZ Chapter | APA AZ

American Planners Association | APA

\* Projects completed while at another firm.

#### SELECTED PROJECT EXPERIENCE

- ▶ **Chino Valley General Plan, Town of Chino Valley, AZ\*** Ed served as Project Manager for the Make It Chino! 2040 General Plan, which earned APA Arizona's 2024 Best General Plan award for communities under 50,000. Working in a conservative, rural community with strong attachment to its Western heritage and equestrian character, Ed built the council and community consensus necessary for unanimous Town Council approval. The plan established a robust set of goals, policies, and implementable actions that protect Chino Valley's rural lifestyle while positioning the community for sustainable growth. It was ratified by voters in November 2023 and now serves as the foundation for the Town's zoning code update. This engagement is the direct predecessor to Prescott and the source of our team's referral to the City.
- ▶ **Wickenburg General Plan, Town of Wickenburg, AZ\*** As Project Manager for the Wickenburg 2045 General Plan, Ed led a successful planning effort for a community defined by its small-town character, rural identity, and deep local heritage — values that closely mirror Prescott's own. He ensured full alignment with Arizona State Statute while building broad public support through an engagement process tailored to Wickenburg's unique needs. The General Plan was adopted in September 2024 and is currently being implemented through a companion zoning code update.
- ▶ **Page General Plan, City of Page, AZ\*** As Project Manager for the City of Page's 10-year General Plan Update, Ed delivered an APA Arizona 2023 Best General Plan Honorable Mention. The project required navigating a complex steering committee process, extensive public engagement including focus group interviews, and full ARS Title 9 statutory compliance. The plan also incorporated a companion Economic Development Recovery and Resiliency Plan, demonstrating Ed's ability to integrate multiple planning priorities into a single, cohesive document. Page's experience directly informs the statutory audit and structured engagement approach HR Green is bringing to Prescott.

## Edward Boik, AICP, continued

### Other Arizona General Plans

- ▶ Buckeye General Plan Update\*
- ▶ Peoria General Plan Update\*

### Other State General/Comprehensive Plans

- ▶ Universal City, TX Comprehensive Plan
- ▶ Socorro, TX Comprehensive Plan\*
- ▶ Denton, TX Comprehensive Plan\*



## Jeff Liljegren, AICP

### Land Use and Growth Areas

Jeff possesses over 23 years of experience as a private consultant and public municipal planner. Since 2002, he has led and contributed to diverse projects including long-term planning, urban design for general plans, corridor plans, campus master plans, urban villages, neighborhood plans, and downtown visioning across various jurisdictions nationwide. In the private sector, Jeff has prepared, coordinated, and drafted entitlement packages for city approval, covering annexations, rezoning, site plans, subdivisions, and construction drawings. As a municipal planner, he’s managed land development reviews like annexation, zoning, site plans, platting, and construction documents, interpreting, applying and implementing zoning codes from multiple organizations. Jeff has promoted innovative design in both sectors, focusing on streetscapes, mixed-use, transit-oriented development, retail, and residential projects, and has developed comprehensive design guidelines. Below is an overview of his experience, skills, and tools as a practicing planner.

#### EXPERIENCE

23 Years

#### EDUCATION

MURP, Urban & Regional Planning

MLA, Landscape Architecture

BS, Parks, Recreation and Tourism

#### CERTIFICATIONS/SPECIALIZED TRAINING

American Institute of Certified Planners (AICP), #026642

Urban Design Long-Range and Strategic Planning Entitlements Municipal Planning

#### PROFESSIONAL AFFILIATION

American Planning Association

\* Projects completed while at another firm.

#### SELECTED PROJECT EXPERIENCE

##### ► Town Center Visioning, Town of Sahuarita\*

Key content expert modifying regulatory language to better utilize developer incentive strategies that help realize the community’s vision, goals, and objectives of the Town’s General Plan.

##### ► Multifamily Housing Master Plans, Town of Gilbert\*

Urban designer and planner reviewing master and site plan layouts, providing recommendations on housing mix based on density and intensity, as well as diversity of types and affordability.

##### ► West San Carlos and South Bascom Urban Village Plan(s), San Jose, CA\*

Housing and growth lead planner responsible for utilizing strip commercial and auto-oriented retail corridors designated for bus rapid transit within the city to address the San Jose General Plan “Envision San Jose” development goals for growth. This includes increasing residential capacity, vertical mix-used infill, and identifying where growth should occur in the near term along these two key BRT routes.

##### ► Comprehensive Plan, City of Bethany, OK \*

Project Manager leading Bethany in creating a new vision emphasizing community involvement, stakeholder engagement, and addressing downtown needs, land use, and zoning to expand the CBD’s footprint, density, and diversity. It included strategies for parks and trails connecting Bethany regionally and with Oklahoma City. Winning the 2018 APAOK Outstanding Plan Award, the plan helped Bethany amend the City’s Charter on density and explore new housing and commercial strategies. —2018 APAOK Award Winner

##### ► Charlotte Center City 2020 Vision Plan, City of Charlotte, NC\*

Urban Design Lead for a plan that outlined the blueprint for how Center City Charlotte would grow and evolve over the next decade in terms of housing, mixed-use commercial spaces, and key development focus areas that leveraged smart-city technology, robust multi-modal strategies, and intentionally targeted density and intensity increases to make sure Center City would be prepared for unprecedented population growth.



## Yogesh Mantri, PE, PTOE, RSP1

### Transportation

As HR Green’s Regional Manager based in the Phoenix metro area, Yogesh is a Principal Engineer with over 35 years of public and private sector experience. Before starting his consulting practice in 2003, Yogesh worked with Maricopa County DOT for over eight years where he helped establish a nationally acclaimed Intelligent Transportation Systems (ITS) program funded by the federal government. His specialty includes the fields of Roadway Design, Traffic Engineering and Safety, Intelligent Transportation Systems, and Transportation Planning. His hands-on approach and personal commitment to the projects has always exceeded client expectations. Yogesh will be responsible for setting the project framework, schedule, and managing resources for projects under the on-call.

#### EXPERIENCE

35+ Years

#### EDUCATION

BS, Civil Engineering

#### REGISTRATION / LICENSE

Professional Engineer, AZ #33436

Professional Traffic Operations Engineer

#### SELECTED PROJECT EXPERIENCE

##### ► Various Transportation Projects, City of Chandler

Yogesh has served as the Principal Engineer for previous on-calls where he has delivered numerous projects for the City, including Arterial Congestion Monitoring System. He was responsible for providing leadership, technical experience, assigning resources and maintaining QA of the deliverables. Yogesh also served as a PM for designing five Pedestrian Trail Signals along Western Canal and Paseo Trail, the nine-mile Dobson-Ray-Elliot ITS interconnect and the 5.5 mile Arizona Avenue interconnect project for the City.

##### ► Traffic Engineering and ITS On-Call, MCDOT

Yogesh has been the Principal Engineer/Project Manager for projects on this on-call, which included among others, the Southern Avenue and Meridian Road Intersection Improvements, the MC-85 and Avondale Boulevard Intersection Improvements and Safety Evaluations at 29 Run-Off-Road Locations, 11 intersections, and a five-mile arterial corridor. He has led numerous planning-focused initiatives, including developing the MCDOT Arterial Mobility Strategic Plan to guide technology and organizational needs and creating the implementation plan for the County’s Advanced Traffic Signal Performance Measures System (ATSPMS) to improve system-wide traffic operations.

##### ► Fiber Optic Implementation Plan (TS1940), Town of Gilbert

Yogesh was the Principal Engineer and architect of the Smart City Fiber Optic Implementation Plan where he prepared a strategic plan for the installation of 34 miles of fiber optic infrastructure and connections that will utilize the Town ITS backbone for various departments and public works facilities. Since 2022, Yogesh has been managing the design portion of this project where 22 miles of corridors have been designed and under construction.

##### ► I-10 Broadway Curve Widening, Alternate Route Study MAG

As project manager, Yogesh led the task to assess capacity and traffic management capabilities of perceived alternate routes (PARs) likely to be used by drivers during the construction of the I-10/Broadway Curve widening project. The resulting diversion of I-10 traffic to the surrounding arterial network has the potential to overwhelm the arterial system. Yogesh was the project manager. HR Green inventoried the roadway capacity and traffic management capabilities along the PARs which traversed across multiple agencies (Phoenix, ADOT, Tempe, and Chandler). HR Green identified ways to improve the capacity of the arterial network through additional traffic management capabilities and improved intersection configurations before the start of construction.



## Chase Keys, PE

### Utilities

Chase brings comprehensive experience in CIP Project/Program Management, design management, plan review, and construction management experience of municipal public improvement projects. His experience includes a multi-faceted involvement with Engineering and Public Works Departments as well as NPDES compliance operations. Types of projects include roads, drainage, water, sewer, traffic, and parking lots. Chase has prepared grant applications for federal, state, and regional funding and processed paperwork through departments of transportation and regional transportation agencies for those grant funded projects. Moreover, he has served as resident engineer/construction manager for complex construction projects. In a staff augmentation role, he has served as CIP Program Manager for 5+ cities to help deliver a broad array of CIP projects.

### EXPERIENCE

12 Years

### EDUCATION

BS, Civil Engineering

### REGISTRATION / LICENSE

Professional Engineer, CO  
#90593

### SELECTED PROJECT EXPERIENCE

#### ► CIP Program Management, 5+ Public Agencies

CIP Manager responsible for managing agency Capital Improvement budget and overseeing the design and construction of all capital projects including grant writing/administration. Chase has been involved with projects from conception and budgeting through construction management and close out. He has managed a wide array of projects for both engineering and public works including the city water/sewer system. Chase has also overseen many annual neighborhood pavement rehabilitation projects.

#### ► Old Towne Streetscape Improvement Project, City of Placentia, CA

Project Manager responsible for the design includes road diets to reduce traffic speed and accommodate bicycle traffic, widening the sidewalks from 4' to 10' or 12', curb extensions, street/pedestrian lighting, high-visibility crosswalks, bike boulevard signing and striping, and street amenities such as benches, trash receptacles, and bike racks. In addition to the civil improvements, the project included new landscape and irrigation throughout to beautify the Old Town area, place making signage, and electrical improvements such as outlets, outdoor speaker connections, and digital kiosks.

#### ► Thornton Parks Open Space, Recreation, and Community Programs 2045 Comprehensive Plan, City of Thornton, CO

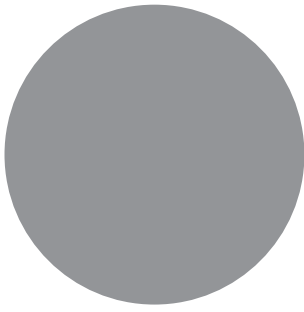
Lead Engineer responsible for overseeing the engineering aspects of the comprehensive plan, which aimed to enhance the city's parks and recreational facilities. Responsibilities included coordinating with various stakeholders to verify that the plan aligned with community needs and environmental considerations. Chase developed strategies to integrate sustainable practices into the planning and execution phases, and make sure that reasonable efforts were made to address safety and accessibility concerns.

#### ► Citywide Bicycle/Pedestrian Trail Infrastructure Study, City of Thornton, CO

Project Manager overseeing the design and implementation of trail systems, and providing review and oversight so that the projects align with the city's objectives for enhancing pedestrian and bicycle infrastructure. Chase's responsibilities also included managing project timelines, coordinating with city officials, and making sure that the design met the necessary standards and requirements.

#### ► Towne Avenue Complete Streets Improvements, City of Claremont, CA

Project Manager for the City's complete streets project on Towne Avenue from Foothill Boulevard to Base Line Road. The project included pavement rehabilitation, ADA improvements, traffic signal modifications, modification to existing raised center median, new raised median to create a Class IV bike lane, widening and reconstruction



## Ashish Wragway, PE, CFM

### Water Resources

Ajay serves as a Vice President, Client Manager and Practice Leader for the Water Resource group at HR Green. He is responsible for providing project management, technical oversight and quality assurance/quality control reviews to deliver high quality projects to clients. Ajay's has managed a wide variety of projects involving comprehensive watershed master plans; urban and riverine flood reduction; bank stabilization; floodplain studies and mapping; flood control design of earthen and structural levee systems; bridge and culvert hydraulics; roadway drainage; storm, sanitary and water main improvements; and low impact sustainable design including green infrastructure and best management practices. Ajay has led multidisciplinary teams to manage project scopes, schedules and budgets, and to make sure that the team meets project objectives and client expectations. Ajay has worked with multiple permitting agencies including local, state and federal agencies. Ajay stays current with floodway and floodplain regulations through his active participation in various local, state and national conferences and through literature review and serves as the InterOrganizational Committee Chair of the IASFM.

### EXPERIENCE

29 Years

### EDUCATION

MS, Civil Engineering

BS, Civil Engineering

### REGISTRATION / LICENSE

Professional Engineer, IL  
#062059796

Professional Engineer, MS  
#2000150023

Certified Floodplain  
Manager, #08-00381

### SELECTED PROJECT EXPERIENCE

#### ► Preliminary Engineering Study for a Flood Control Project, MWRD, IL

Project includes preparing a preliminary engineering study for a flood control project in Crestwood, IL. There is a history of severe flooding within the project study area, particularly within the residential area, affecting approximately 88 residential structures. The nature of this flooding ranges from street and yard flooding to property damage resulting from overland flooding. Scope included data collection, historical flood survey and damage assessment, XPSWMM 2D and HECRAS modeling, alternative analysis, cost estimates, stakeholder coordination and Preliminary Design report (PDR).

#### ► State Street Creek SWMP and EPA Watershed Plan, St. Charles, IL

The State Street Creek Stormwater Master Plan (SWMP) and EPA Watershed Plan Project is a study of approximately 388 acres of urbanized watershed that has experienced flooding because of an inadequate stormwater management system. Much of the flood prone area is located along an old creek that was buried and conveyed by storm sewers through private property. Scope included data collection, historical flood survey and damage assessment, XPSWMM 2D and HECRAS modeling, alternative analysis, cost estimates, phasing and prioritization plan and SWMP. Improvements included combination of conveyance and storage design including analysis of green infrastructure strategies to reduce flooding. In addition to the SWMP, an EPA approved Watershed Plan was prepared for the watershed.

#### ► Woodlands Green Infrastructure Improvements Village of Hinsdale, IL

The project is a neighborhood flood reduction and infrastructure improvement project involving new storm sewers, water mains, sanitary sewers, roadway improvements and green infrastructure. The project is one of the largest green and grey infrastructure project in the Chicago Metro area to have been successfully designed and constructed to provide the desired flood reduction benefit while reducing costs by approx. 40%, peak flow rates by 50% and improving water quality. **This project is a recipient of APWA Project of the Year Award, ACEC Sustainability Practices Award and ACEC Special Achievement Award.**



## Patrick Small, AICP

### Implementation

Patrick is an AICP-certified senior planner and urban designer with over 25 years of experience guiding land use policy and physical development strategy for municipalities and counties nationwide. He specializes in comprehensive and general plan development, crafting implementation frameworks and growth strategies that support economic vitality, property rights, and high-quality design. Patrick bridges vision and implementation by aligning policy with physical planning and regulatory tools to make land use strategies actionable and locally responsive. He has led and contributed to general plans, comprehensive plans, and redevelopment strategies in urban, suburban, and rural contexts. He integrates employment nodes and corridor planning into community visions, linking land use decisions to housing, transportation, and public facilities. Patrick's leadership is informed by collaboration with staff, officials, and stakeholders, and he brings practical experience managing growth while preserving local identity and quality of life in states such as Arizona, Florida, and Colorado.

### EXPERIENCE

25 Years

### EDUCATION

MEdes, Environmental Design, Planning and Urban Design

BA, Urban Studies

BS, Urban Studies

### REGISTRATION / LICENSE

American Institute of Certified Planners, #018089

### PROFESSIONAL AFFILIATIONS

American Planning Association

\* Projects completed while at another firm.

### SELECTED PROJECT EXPERIENCE

#### ► Envision Glendale 2040 General Plan, City of Glendale, AZ\*

Patrick played a key role in developing Envision Glendale 2040, the City's voter-ratified general plan focused on growth, redevelopment, and community identity. He supported the creation of the Future Land Use Map, identification of growth areas, and integration of urban design principles into the citywide framework. His work emphasized infill and redevelopment strategies, reinforced neighborhood character, and encouraged mixed-use reinvestment and multimodal connectivity. Patrick also contributed to land use typologies and design approaches that aligned long-range foundation for Glendale's land use and policy decisions.

#### ► Walton County Comprehensive Plan Update, Walton County, FL \*

Patrick led the update of the Walton County Comprehensive Plan, creating a new land use structure and growth framework for the County's coastal, suburban, and rural areas. He developed a refined Future Land Use Element with consolidated districts and clearer policies on form, density, and place type to align with development trends and infrastructure needs. His work introduced new mixed-use place types, improved integration of land use, environmental protection, and transportation, and supported the delineation of activity centers and corridors. Patrick coordinated with county staff and stakeholders to verify the plan was user-friendly and implementable, resulting in an adopted plan that balances growth with protection of Walton County's natural and built environment.

#### ► City of Globe 2035 General Plan Update, City of Globe, AZ\*

Patrick contributed to the City of Globe 2035 General Plan Update, focusing on modernizing land use policy and development frameworks to support long-term growth and reinvestment. He developed strategies for downtown revitalization, transitional infill, and gateway corridor improvement, and worked with City staff to create a future land use map that balanced economic development with historic character and topographic constraints. Patrick integrated urban design guidance and context-sensitive land use categories to promote reinvestment in aging neighborhoods, and higher-quality development along commercial corridors. His work helped position the General Plan as a bridge between community vision and implementation, reinforcing Globe's commitment to heritage preservation, compact growth, and infrastructure efficiency.

## Patrick Small, AICP, continued

### Other Arizona General Plans

- ▶ Wickenburg, AZ General Plan\*
- ▶ Buckeye, AZ General Plan Update\*
- ▶ Marana, AZ General Plan Update\*
- ▶ Peoria, AZ General Plan Update\*
- ▶ San Luis, AZ General Plan\*
- ▶ Page, AZ General Plan\*

### Other State General/Comprehensive Plans

- ▶ Bixby, OK Comprehensive Plan\*
- ▶ Denton, TX Comprehensive Plan\*
- ▶ La Junta, CO Comprehensive Plan\*
- ▶ Lochbuie, CO Comprehensive Plan\*



## Julia Fergus

### *Open Space and Recreation*

Julia brings landscape architecture experience, focused on regional and community planning. She contributes a diverse portfolio of experience, including master planning for communities, parks, open spaces, trails, and natural resources for federal and municipal agencies. Her background equips projects with technical insight and practical understanding, facilitating solutions that are politically agreeable, innovative, and financially viable. Bryn’s commitment to collaboration and her ability to navigate complex regulatory environments further enhance her capability to deliver successful project outcomes for clients.

#### EXPERIENCE

2 Years

#### EDUCATION

MA, Landscape Engineering

BS, Biology

#### LICENSE/REGISTRATION

Professional Landscape Architect (PLA), CO #1510

#### SELECTED PROJECT EXPERIENCE

##### ► Comprehensive Plan, City of Calhan, CO

Julia was part of the team supporting the community in developing a new vision for Calhan to help shape and guide a sustainable growth pattern and pace that can benefit the community while leveraging the resources of the development community to advance the Town’s appearance and infrastructural needs into the next decade. Her responsibilities included GIS mapping and analysis, managing the preparation of the public draft, presenting to the steering committee, and attending the public outreach events.

##### ► Universal City Comprehensive Plan, City of Universal City, TX

Julia supported the development of the Comprehensive Plan through GIS mapping, technical writing, and community engagement. She prepared existing conditions and land use exhibits, developed graphics to support plan elements, and assisted in drafting sections of the document. Julia also supported public outreach efforts, including meeting materials, surveys, and documentation of community input, helping ensure feedback was clearly incorporated into the plan’s recommendations.

##### ► Citywide Bicycle/Pedestrian Trail Infrastructure Study, City of Thornton, CO

Julia served in a planning support role, developing mapping, analysis, and plan content to advance the City’s bicycle and pedestrian network. Her contributions helped refine trail alignments, improve system connectivity, and align recommendations with the City’s broader mobility goals



### III. Team Qualifications

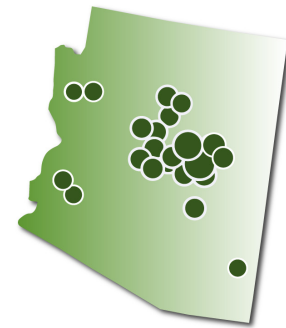
# Team Qualifications & Experience

Updating Prescott’s General Plan is not a blank-slate effort. It requires taking an existing draft, resolving statutory requirements, aligning decision-makers, and delivering a clear, internally consistent document ready for Council action and voter approval. The HR Green team is built specifically for that work. Our core team led the Town of Chino Valley General Plan from draft through unanimous Council adoption and successful voter ratification. That same team now delivers at HR Green. We understand how to move a plan from “in progress” to “approved and implementable” within a fixed timeline.

## We bring:

- ▶ Direct experience refining existing General Plan drafts into cohesive, legally compliant documents
- ▶ Detailed knowledge of Arizona Revised Statutes Title 9, including requirements tied to communities approaching or exceeding 50,000 population
- ▶ A structured, milestone-driven process that maintains schedule and avoids late-stage revisions  
Proven ability to carry plans forward into implementation, including zoning and Unified Development Ordinance updates

## General and Comprehensive Plan Experience



## Similar Project Experience

HR Green has partnered with hundreds of communities in Arizona and nationwide to update and refine their general, comprehensive, and other policy plans. With numerous general plans developed in Arizona since the enactment of the Growing Smarter and Growing Smarter Plus legislation, our expertise is evident and continuously sought after. Our ability to transform plans into action is evident with nearby communities such as Chino Valley where we are rewriting their Unified Development Ordinance to align with the vision and goals of the General Plan.

		
<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>General Plans</b></p> <ul style="list-style-type: none"> <li>•Buckeye</li> <li>•Chino Valley</li> <li>•El Rio</li> <li>•Eloy</li> <li>•Glendale</li> <li>•Globe</li> <li>•Goodyear</li> <li>•Kern County</li> <li>•Lake County</li> <li>•Lincoln</li> <li>•Marana</li> <li>•Oxnard</li> <li>•Page</li> <li>•Peoria</li> <li>•Pinetop-Lakeside</li> <li>•Ridgecrest</li> <li>•San Luis</li> <li>•Scottsdale</li> <li>•San Luis Obispo</li> <li>•Stockton</li> <li>•Tulare</li> <li>•Cascade County</li> </ul>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Comprehensive Plans</b></p> <ul style="list-style-type: none"> <li>•Bixby</li> <li>•Denton</li> <li>•La Junta</li> <li>•La Paz County</li> <li>•Lochbuie</li> <li>•Maricopa County</li> <li>•Newport</li> <li>•Pennington</li> <li>•Socorro</li> <li>•Walton County</li> <li>•Glenview</li> <li>•Universal City</li> </ul>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);"><b>Strategic Plans</b></p> <ul style="list-style-type: none"> <li>•Atacosa</li> <li>•Frio</li> <li>•Avondale</li> <li>•Flagstaff</li> <li>•Ramah Navajo</li> <li>•Santa Rosa</li> </ul>



# Make it Chino! 2040 General Plan

## Town of Chino Valley, Arizona

Chino Valley, Arizona, faced mounting growth pressures that threatened to erode the cherished rural, equestrian, and Western heritage that defines the community. Recognizing the urgency of preserving this unique character, project team members worked with the Town to craft a visionary General Plan that not only safeguarded Chino Valley's identity but also positioned it for sustainable growth. Leveraging extensive Arizona experience in zoning, planning, and community engagement, the team delivered a plan that seamlessly balanced development with the preservation of the Town's rural charm.

Our planning professionals employed cutting-edge tools and insights honed through years of experience. The interdisciplinary approach confirmed every aspect of the plan was tailored to Chino Valley's specific needs. By integrating advanced planning strategies and aligning the plan with recent updates to Arizona planning legislation, the team created a forward-thinking document that was both practical and visionary. This alignment not only created compliance but also enhanced the plan's long-term viability and relevance.

What made this effort particularly relevant to Prescott was the team's sustained engagement with Town leadership and decision-makers throughout the process. In addition to a strong public outreach program, our team worked closely with Council, staff, and project leadership to review draft content, gather direction at key milestones, and refine the plan into a document that was both community-informed and adoption-ready. This hands-on coordination helped keep the process aligned with local priorities while building the familiarity and confidence necessary for successful public hearings, plan acceptance, and voter ratification.

To further empower the community, the team developed a unique ambassador program following the Town Council's approval of the General Plan. This program equipped local leaders with materials and strategies to educate their networks about the plan's objectives, ensuring sustained momentum leading up to its successful ratification by voters in November 2023. The "Make it Chino!" General Plan now serves as the foundation for the zoning code update, providing clear direction for preserving rural character while accommodating beneficial growth.

### REFERENCE

Laurie Lineberry, AICP  
Development Services  
Director

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Chino Valley, AZ 86323  
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Project completed by the project management team while at another firm.



**APA-AZ Best General Plan (municipalities under 50,000) - 2024**

**“Through extensive Town Council and community engagement Celeste and Ed produced a unanimously approved General Plan that reflects our residents’ vision for Chino Valley’s future.”**

Laurie L. Lineberry, AICP  
Development Services Director



## 2045 General Plan and Zoning Code Update

### *Town of Wickenburg, Arizona*

Renowned as the “Team Roping Capital of the World,” Wickenburg sought to redefine its future by updating its General Plan and overhauling its outdated Zoning Code. Recognizing that its existing framework no longer aligned with the Town’s unique rural identity and equestrian-focused priorities, Wickenburg needed a bold, forward-thinking approach to better serve its community and preserve its distinctive character.

Project team members embraced this challenge by crafting a vision that directly addresses Wickenburg’s needs, with a sharp focus on enhancing its equestrian lifestyle and rural heritage. By conducting simultaneous updates to the General Plan and Zoning Code, our team members confirmed seamless integration between long-term goals and actionable regulations.

Our team responded with a highly collaborative planning process grounded in strong public engagement and ongoing involvement from Town leadership. A cornerstone of the effort was a robust outreach strategy designed to bring a wide range of voices into the process, including local businesses, developers, real estate professionals, equestrian stakeholders, residents, and community organizations. Through targeted interviews, public workshops, visual preference surveys, and online questionnaires, the team gathered meaningful input that helped shape both the community vision and the policy direction of the plan.

The result is a comprehensive plan designed to foster diversified housing options, strengthen Wickenburg’s equestrian tourism economy, and protect its small-town charm all while ensuring alignment with state and federal laws. The Zoning Code update includes transformative changes such as consolidating related chapters into a Unified Development

### REFERENCE

Steve Boyle, Community  
Development Director  
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sboyle@wickenburgaz.gov

Project completed by the  
project management team  
while at another firm.



## 2040 General Plan

### City of Page, Arizona

The City of Page Zoning Map and General Plan Update represents a bold reimagining of the City’s future, ensuring its vision and policies align with the evolving needs and aspirations of the community. The Project team developed a robust engagement strategy to inform, engage, and involve residents, Council, and stakeholders throughout the process, creating a plan that is both impactful and reflective of community priorities.

Beyond addressing statutory requirements like land use and circulation, the plan tackled three critical challenges facing Page’s future:

**Economic Development:** Following the closure of the Navajo Generating Station, Page’s economy became increasingly reliant on tourism. The plan introduces strategies to strengthen recreation and tourism industries while diversifying the local economy for long-term resilience and year-round stability.

**Water Resources:** With growth placing significant pressure on infrastructure, especially water resources, the plan identifies critical challenges and outlines strategies to create sustainable development while protecting this vital asset for future generations.

**Affordable/Workforce Housing:** Like many tourism-driven communities, Page faces rising challenges with housing affordability. The plan includes actionable solutions to make certain housing options available for households of all sizes, income levels, and life stages.

A defining feature of the team’s work is a comprehensive implementation plan that translates the community’s vision into clear, actionable steps. This systematic approach assigns responsibilities, estimates costs, and establishes timeframes for short-, mid-, and long-term priorities, providing a practical roadmap for achieving the City’s goals. The result is an award-winning plan that positions Page for sustainable growth while preserving its unique character as a gateway community.

### REFERENCE

Zachary Montgomery  
Planning Director (former)  
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zmontgomery@globeaz.gov

Project completed by the project management team while at another firm.



APA-AZ Honorable  
Mention Best General  
Plan (municipalities under  
50,000) - 2023



# Comprehensive Plan 2035

## *Town of Calhan, Colorado*

The Town of Calhan's comprehensive plan effort is a response to growing and intensifying development pressures along the Highway 24 Corridor between Colorado Springs and Limon. Through this plan update, the community sought a new vision for Calhan to help shape and guide a managed growth pattern and pace while leveraging the resources of the Development Community to advance the Town's appearance and infrastructural needs into the next decade. Issues taken into consideration included: roadway and wet infrastructure, housing diversity, economic development, design character/appearance and addressing blight, codes/zoning/process, public services and partnerships.

This is an ongoing project for HR Green. Our team has started with the following:

- Assessing existing conditions of the Town focusing on infrastructure, land use, housing, economic development, transportation, appearance and character, public services, amenities, and resiliency, identifying key assets, issues, and opportunities for action.
- Providing a robust public outreach and engagement process utilizing key tools such as paper and online surveys, social media, mailers, site tours, community workshops, and small facilitated discussions to gather input from focus groups, stakeholder interviews, steering committee, planning commission, the board of trustees, and the general public.
- Creating a final report and actionable implementation plan based on community and stakeholder input regarding data analysis, market studies, and tested alternative strategies.

### REFERENCE

Cindy Thompkins  
Town Clerk

Town of Calhan  
556 Colorado Avenue  
Calhan, CO 80808  
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# UNIVERSAL CITY VISION 35



## Universal City Comprehensive Plan

### *City of Universal City, Texas*

As a community poised for significant redevelopment growth, the City of Universal City embarked on creating a “truly comprehensive” Comprehensive Plan to establish a clear vision for its future. The project’s central challenges are to provide diverse housing choices, accommodate redevelopment growth and economic opportunities with the preservation of the critical military mission at Joint Base San Antonio (JBSA-Randolph). The plan provides the foundational roadmap for managed redevelopment, enhanced quality of life, and long-term economic resilience.

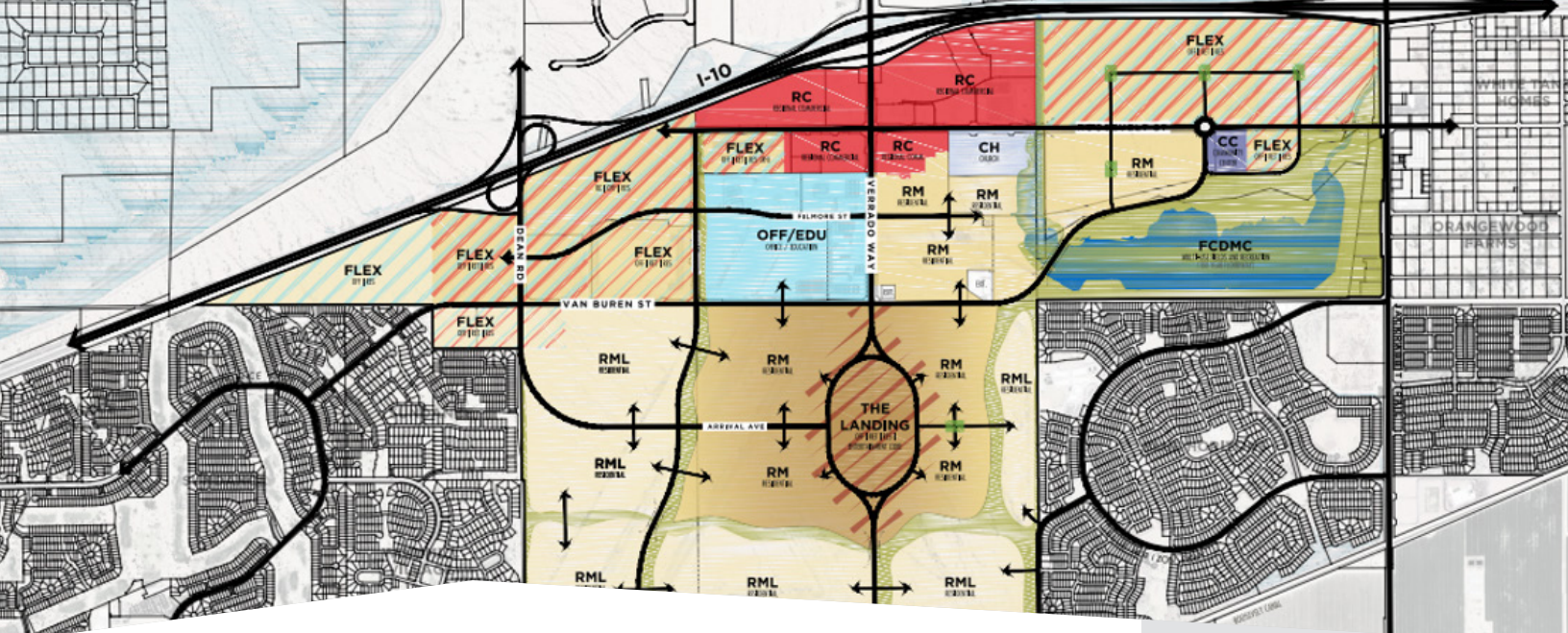
A cornerstone of the planning process has been a robust and multifaceted public engagement strategy. Successful joint workshops with the Planning Commission and City Council were instrumental in building early consensus among decision-makers. To connect with the broader community, the planning team took the process directly to residents, hosting an interactive booth at the popular annual Snowfest event. This “meet them where they are” approach proved highly effective in engaging busy families who might not otherwise attend a traditional planning meeting.

The plan establishes clear, actionable strategies for land use, housing, and infrastructure that support community goals while ensuring long-term compatibility with military operations. The process builds upon previous foundational work, including the JBSA Regional Compatible Use Plan and the City’s Aviation District Master Plan, to create a visionary and implementable roadmap for Universal City’s future.

### REFERENCE

Michael Cassata, AICP  
Development Services Director

City of Universal City  
2150 Universal City Boulevard,  
Universal City, TX 78148  
P: 210.619.0720  
E: dsdirector@uctx.gov



## The Landing Specific Area Plan

### City of Buckeye, Arizona

Recognizing a rare opportunity to create a signature regional destination, the City of Buckeye initiated The Landing Specific Area Plan to guide the transformation of over 2,300 acres of vacant private and Arizona State Land Trust property. Located at a premier site just south of I-10, the community envisions The Landing as a dynamic, mixed-use hub for entertainment, employment, and diverse living options for the West Valley.

A cornerstone of the process has been an exceptionally successful public engagement effort, which has generated more than 500 individual comments and drawn hundreds of residents to community meetings, reflecting the community's deep investment in the area's future. The project also requires complex multi-agency coordination, including close collaboration with key partners like the Arizona State Land Department (ASLD), Arizona Department of Transportation (ADOT), and the Flood Control District of Maricopa County (FCDMC) to address land use and environmental considerations.

Guided by a robust market and land use analysis, the plan establishes a framework for a vibrant, walkable core featuring a mix of high-quality commercial, employment, and housing types. The final plan will provide actionable recommendations, illustrative graphics, and comprehensive implementation strategies to make the community's vision for The Landing a reality.

### REFERENCE

Adam Copeland  
Deputy Director of Planning

City of Buckeye  
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E: [acopeland@buckeyeaz.gov](mailto:acopeland@buckeyeaz.gov)



## IV. Project Understanding

## Community Context

Prescott's General Plan update arrives at a pivotal moment. The City has a substantive draft document dated June 2025, a functioning Subcommittee process, and a fixed deadline: Council action by March 2027 to meet the July 2027 ballot. The foundation is in place. What remains is the focused, structured work of consolidating prior input, resolving open issues, ensuring statutory compliance, and building the public consensus needed for voter ratification.

### Changing Demographics

Prescott has emerged as a top destination for new residents. While the median age remains high at approximately 60, recent population growth is gradually diversifying the community with younger families and remote workers.

Economic conditions reinforce this transition. Healthcare, tourism, and light manufacturing remain foundational, supported by institutions such as Embry-Riddle Aeronautical University and Yavapai College. Simultaneously, targeted investments and expansion activity by Pure Wafer signal emerging opportunities in advanced manufacturing and technology. The City's recent Economic Development Strategic Plan reflects an intentional effort to diversify the economic base while maintaining community character.

These shifts have planning implications beyond growth management. As Prescott approaches the 50,000-resident threshold under ARS Title 9, the General Plan must account for a broader set of statutory elements and a more diverse set of community needs than the current plan addresses.

### Housing Pressures and Policy Response

Housing conditions present the most immediate and complex challenge. Home values have increased significantly since the pandemic, with median prices now exceeding \$600,000 and outpacing both state and national benchmarks. At the same time, median household incomes have not kept pace, resulting in a widening attainability gap for working households. While inventory conditions have improved modestly, affordability remains a structural issue that will require a coordinated policy and land use response.

## Key Issues and Opportunities

- ▶ **Approaching the 50,000 Threshold:** This requires deliberate structuring of plan elements, policies, and implementation tools to ensure the document remains usable and defensible as complexity increases.
- ▶ **Process Continuity and Plan Completion:** The current draft provides a strong foundation. The opportunity is to consolidate prior work into a clear, internally consistent document that meets statutory requirements while resolving previous delays.
- ▶ **Engagement and Practical Consensus:** Engagement in Prescott requires clarity and directness. The goal is regular Subcommittee engagement and documented agreement at each milestone through regular Subcommittee touchpoints so the plan advances on a foundation the Council has already endorsed.
- ▶ **Plan Structure and Format:** The current draft organizes content thematically rather than by ARS element. Restructuring the plan into a clear, element-by-element format aligned with state statute is a threshold task that will improve usability for staff, readability for Council, and defensibility for adoption.
- ▶ **Schedule Discipline:** The timeline to achieve Council action and position the Plan for a 2027 ballot is fixed. Success will depend on a structured, milestone-driven process that maintains momentum.

## Desired Outcome

The desired outcome is a General Plan that is clear, implementable, and broadly supported. This includes a strong recommendation from the Planning and Zoning Commission and successful voter adoption in 2027. The Plan must function as a practical tool for staff and a durable policy framework that the Council can confidently advance.



## V. Project Scope of Work

# Project Scope of Work

Our comprehensive scope of work is designed to facilitate an inclusive, collaborative, and expertly implemented process, culminating in a relevant and actionable General Plan for Prescott. The work will begin once they issue a Notice to Proceed. Each task is linked to specific timeframes as detailed in the project schedule. Our approach is designed to transform the current draft into a legally resilient and voter-supported General Plan through a disciplined, milestone-driven process that aligns technical excellence with community consensus.

## Task 1: Project Management

HR Green will establish a clear project roadmap from day one to ensure the March 2027 Council adoption deadline is met. Our management approach is built around transparency, schedule discipline, and a communication style that keeps staff and the Subcommittee informed at every step.

### Subtask 1.1: Project Kickoff Meeting

Following Notice to Proceed, we will meet with City staff to finalize the project schedule and critical path, confirm communication protocols and file-sharing procedures, review the Subcommittee meeting calendar and align our deliverable milestones to it, and identify all data, documents, and GIS files needed to begin the plan assessment. This meeting establishes the working relationship and confirms the “plan for the plan” before drafting begins.

### Subtask 1.2: Monthly Coordination Meetings

We will hold monthly coordination meetings with the City’s project manager to review progress against the schedule, track budget status, and resolve any issues before they affect the timeline. Agendas will be distributed in advance and meeting summaries with action items will be provided within 48 hours. These meetings are separate from and in addition to the Subcommittee workshops in Task 2. Meeting frequency will increase during milestone periods such as administrative draft review and the 60-day public comment period.

### Subtask 1.3: Monthly Status Reports

Written status reports will document milestones completed, work in progress, upcoming priorities, and budget expenditure. These reports provide the City with a clear record of project progress and serve as the basis for monthly coordination meetings.

## TASK 1: MEETINGS AND DELIVERABLES

- ▶ One (1) Kickoff Meeting (in person)
- ▶ Monthly Coordination Meetings (up to 12, virtual with in-person as needed)
- ▶ Refined Project Scope/Schedule (electronic)
- ▶ Monthly Status Reports (electronic)
- ▶ Meeting Summaries with Action Items (electronic)

## Task 2: Council and Subcommittee Engagement

The Subcommittee is the decision-making body for this project. Our engagement strategy is built around that reality. We will present work, take direction, and return with revised material on the Subcommittee's schedule. Council is kept informed through regular briefings so that by the time the plan reaches a formal hearing, no member is seeing the document for the first time. We will not reinvent work already completed. Our focus is on auditing and "polishing" the June 2025 draft to meet the specific legal requirements for a city with a population exceeding 50,000.

### Subtask 2.1: Subcommittee Review Meetings

We will attend up to four (4) Subcommittee meetings in person to present work in progress, receive direction, and confirm decisions before advancing to the next phase of drafting. **These meetings are not designed for discovery and data collection. We understand that all data collection and identified revisions will be determined prior to consultant work.** These meetings are the primary decision gates for the project. Topics will align with the plan development sequence in Task 4, progressing from the proposed plan outline and structure through element-by-element draft review, administrative draft approval, and response to public comments received during the 60-day review period. We will prepare all presentation materials, provide draft documents to the Subcommittee in advance of each meeting, and deliver a written summary of direction received.

### Subtask 2.2: City Council Updates (optional)

We will provide up to four (4) brief updates to the full City Council at regular Council meetings or work sessions. These are 15- to 30-minute informational briefings designed to keep all Council members current on project status, key milestones, and the path to adoption. No formal Council action is requested at these briefings. The goal is to ensure that when the plan reaches the adoption hearing in Task 5, every Council member has been informed throughout the process. Timing of Council updates will be coordinated with staff to align with the Council meeting calendar.

### Subtask 2.3: Additional Subcommittee Review Meetings (optional)

The Subcommittee meets on the second and fourth Wednesday of each month. If the project schedule, Subcommittee direction, or complexity of a particular element requires additional review sessions beyond the four meetings included in Subtask 2.1, we will attend additional meetings on a time-and-materials basis as per the proposed budget. These meetings will follow the same preparation and documentation standards as the base meetings: advance distribution of materials, in-person attendance, and a written summary of direction received.

## TASK 2: MEETINGS AND DELIVERABLES

- ▶ Subcommittee Review Meetings (up to 4, in person)
- ▶ **\*Optional\*** City Council Updates (up to 4, in person)

# Project Scope of Work (continued)

## Task 3: Public Engagement

The City has completed a substantial public engagement process over the past five years, including open houses, committee workshops, and a 60-day public comment period. Our scope does not re-initiate broad community outreach. Instead, public engagement is limited to the statutory requirements for General Plan adoption under ARS Title 9 and focused opportunities to inform residents about the restructured plan before it reaches the ballot..

### Subtask 3.1: Public Open House

We will prepare materials for and attend one (1) public open house during the 60-day review period. This meeting is designed to give residents a clear understanding of what the plan contains, how it is structured, and how it guides future land use decisions. Materials will be straightforward and written in plain language. The format will be open house style, allowing residents to review materials at their own pace and ask questions of the project team. We will coordinate meeting logistics, locations, and notification with City staff. **This task assumes open house attendance and meetings support from several City staff along with up to two consultant staff.**

### Subtask 3.2: Additional Public Open House

If the City determines that a second open house is warranted based on public interest or geographic coverage, we will prepare materials for and attend one (1) additional open house on a time-and-materials basis. Preparation and format will follow the same approach as Subtask 3.1.

## TASK 3: MEETINGS AND DELIVERABLES

- ▶ Public Open House (1, in person)
- ▶ **\*Optional\*** Additional Public Open House (1, as needed, time and materials)
- ▶ Open House Materials (boards, handouts, comment forms)

## Task 4: General Plan Development

This is the core production task. We will assess the June 2025 draft against ARS Title 9 requirements and the Subcommittee's direction, develop a restructured plan outline organized by statutory element, and systematically rewrite and reorganize existing content into the new structure. Draft elements will be presented to the Subcommittee on a rolling basis through Task 2 for review and direction.

### Subtask 4.1: Plan Assessment and Restructured Outline

We will perform a high-level cursory review the June 2025 draft to identify gaps in ARS Title 9 compliance, content that needs to be relocated to the correct statutory element, data that requires updating, and policy language that needs revision. From this assessment, we will develop a proposed plan outline that reorganizes the document by ARS element, with a clear table of contents and identification of where existing content maps to the new structure. The restructured outline will be discussed at the first Subcommittee meeting for approval before drafting begins.

### Subtask 4.5: Additional Statutory Elements for 50,000+ Population (Optional)

Prescott is approaching the 50,000-resident threshold under ARS Title 9, which triggers additional required General Plan elements beyond those currently in the June 2025 draft. These include an expanded circulation element addressing public transit and parking facilities, a public buildings element, a conservation/rehabilitation/redevelopment element, a safety element, a bicycling element, and an energy and neighborhood preservation element. The existing draft addresses some of this content but not in a form that meets the heightened statutory standard. We will assess which elements

# Project Scope of Work (continued)

require new drafting versus revision of existing content and provide the City with a clear recommendation and cost estimate for each. This work is priced separately from the base scope and can be authorized in whole or in part based on the City's priorities, timeline, and budget.

## Subtask 4.3: Administrative Draft

Following Subcommittee approval of the outline, we will produce a restructured administrative draft. This includes rewriting and reorganizing existing content into the approved element-by-element structure, updating demographic, economic, and infrastructure data as needed, refining policy language for clarity and consistency, preparing updated maps and graphics, and developing an implementation matrix that connects goals and policies to responsible parties and timeframes. Draft elements will be provided to City staff and the Subcommittee incrementally as they are completed rather than held until the full document is assembled.

## Subtask 4.4: 60-Day Public Review Draft

Following Subcommittee direction on the administrative draft, we will prepare the public review draft and support City staff in administering the statutorily required 60-day public comment period. This includes formatting the document for public distribution in both digital and print-ready formats, coordinating with staff on posting and legal notification procedures, and maintaining a comment log that tracks each comment received and documents how it was addressed. The comment log and recommended responses will be presented to the Subcommittee for direction before revisions are incorporated.

## Subtask 4.5: Final Draft General Plan

We will incorporate Subcommittee-directed revisions from the public comment period and produce the final General Plan document. The final plan will include an executive summary, all required ARS elements, updated future land use and circulation maps, the implementation matrix, and any supplemental elements directed by the Subcommittee. The document will be formatted for both digital use and print production.

## Subtask 4.6: Final Adopted General Plan

Following Council adoption, we will incorporate any conditions of approval into the document and deliver the final adopted General Plan to the City. Deliverables include the complete plan document in both digital and print-ready formats, all source files including InDesign or layout files, updated GIS layers and map files compatible with City systems, and any supporting data, graphics, or technical materials produced during the project. This package constitutes the complete project record and gives City staff everything needed to administer, reproduce, and update the plan going forward.

## TASK 4: MEETINGS AND DELIVERABLES

- ▶ Restructured Plan Outline (electronic)
- ▶ Administrative Draft General Plan (electronic, incremental delivery by element)
- ▶ Public Review Draft General Plan (electronic and print-ready)
- ▶ Public Comment Log and Response Summary (electronic)
- ▶ Final Draft General Plan Document (electronic and print-ready)
- ▶ Final Adopted General Plan (electronic and print-ready)
- ▶ All Final deliverables, maps and GIS Layers (electronic, compatible with City systems)

# Project Scope of Work (continued)

## Subtask 5.2: City Council Adoption Hearing

We will attend and present at one (1) City Council hearing in support of plan adoption. The presentation will address the plan's compliance with ARS Title 9, the process followed from Subcommittee review through public comment, and the Commission's recommendation. We will prepare all supporting materials and be available to respond to Council questions.

## Subtask 5.3: Additional City Council Hearing

If Council continues the hearing or requires a second session to complete adoption, we will attend and present at one (1) additional Council hearing on a time-and-materials basis.

### TASK 5: MEETINGS AND DELIVERABLES

- ▶ Planning and Zoning Commission Hearings (up to 2, in person)
- ▶ City Council Adoption Hearing (1, in person)
- ▶ **\*Optional\*** Additional City Council Hearing (1, as needed, time and materials)
- ▶ P&Z Presentation Materials (electronic)
- ▶ City Council Presentation Materials (electronic)
- ▶ Final Adopted General Plan (electronic and print-ready)
- ▶ All Final deliverables, maps and GIS Layers (electronic, compatible with City systems)

## Task 6: Ratification Support (Optional)

Arizona law requires General Plans for cities with a population of 10,000 or more to be ratified by voters. Following Council adoption, the plan must be placed on the ballot and approved by a majority of voters to take effect. The scope and timing of ratification support will be coordinated with the City Attorney to ensure compliance with applicable restrictions on the use of public funds in connection with ballot measures. This task is priced separately from the base scope and authorized at the City's discretion.

### Subtask 6.1: Voter Education Materials

We will prepare a plain-language summary of the General Plan suitable for public distribution in advance of the July 2027 election. This summary will clearly describe what the plan contains, what it means for Prescott residents, and how it guides future land use and development decisions. Materials will be factual and informational, not advocacy.

### Subtask 6.2: Ambassador Program Support

We will develop a briefing packet and talking points for community ambassadors to use in educating their networks about the General Plan. This program was instrumental in the successful ratification of the Chino Valley General Plan in November 2023 and can be adapted to Prescott's needs. Ambassador materials, training sessions, and coordination would be provided per a refined negotiated subtask scope.

### TASK 6: MEETINGS AND DELIVERABLES (OPTIONAL)

- ▶ Voter Education Summary (electronic)
- ▶ Ambassador Briefing Packet and Talking Points (electronic)



## **VI. Project Budget**

# Fee by Task

Our fee reflects the scope of work necessary to deliver a restructured, ARS-compliant, ballot-ready General Plan within the compressed timeline required to meet the March 2027 Council adoption deadline. The compressed schedule concentrates labor into a shorter period and requires parallel workstreams rather than sequential phasing. We are prepared to work with staff and the Subcommittee to refine the scope and level of effort to align with available resources. Optional services are priced separately and can be authorized in whole, in part, or deferred based on the City's priorities and budget.

BASE SCOPE	
<b>Task 1: Project Management</b>	
1.1 Project Kickoff Meeting, Travel, Prep, Attendance	\$2,500
1.2 Monthly Coordination Meetings (up to 11)	\$2,800
1.3 Monthly Status Reports	\$1,600
Task 1 Subtotal	\$6,900
<b>Task 2: Council and Subcommittee Engagement</b>	
2.1 Subcommittee Review Meetings, Travel, Prep, Attendance (up to 4, in person)	\$11,500
Task 2 Subtotal	\$11,500
<b>Task 3: Public Engagement</b>	
3.1 Public Open House (1, in person)	\$8,500
Task 3 Subtotal	\$8,500
<b>Task 4: General Plan Development</b>	
4.1 Plan Assessment and Restructured Outline	\$6,250
4.3 Administrative Draft (restructure, rewrite, maps, graphics)	\$41,500
4.4 60-Day Public Review Draft and Comment Administration	\$7,500
4.5 Final Draft General Plan	\$5,750
Task 4 Subtotal	\$61,000
<b>Task 5: Plan Adoption Hearings</b>	
5.1 Planning and Zoning Commission Hearings (up to 2)	\$8,000
5.2 City Council Adoption Hearing (1)	\$4,000
Task 5 Subtotal	\$12,000
<b>BASE SCOPE TOTAL</b>	<b>\$99,900</b>

OPTIONAL SERVICES	
<b>Task 2 Optional</b>	
2.2 City Council Updates (up to 4, in person, per mtg)	\$3,000
2.3 Additional Subcommittee Meetings (per meeting)	\$3,000
<b>Task 3 Optional</b>	
3.2 Additional Public Open House (1)	\$8,500
<b>Task 4 Optional</b>	
4.2 Additional Statutory Elements for 50,000+ Population	\$50,000
<b>Task 5 Optional</b>	
5.3 Additional City Council Hearing (1)	\$4,000
<b>Task 6: Ratification Support (Optional)</b>	
6.1 Voter Education Materials	\$3,250
6.2 Ambassador Program Support	\$4,500
<b>OPTIONAL SERVICES TOTAL (if all authorized)</b>	<b>\$76,250</b>

<b>NOT-TO-EXCEED TOTAL (Base + All Optional Services)</b>	<b>\$176,150</b>
---	------------------





## VII. Project Schedule





▶ [HRGREEN.COM](http://HRGREEN.COM)

**Exhibit B**

**General\_Plan\_Project\_Scope**

Date: February 20<sup>th</sup>, 2026

Subject: City of Prescott General Plan Update 2026 Consultant Scope

The City of Prescott is seeking a proposal from your firm to prepare the update of our General Plan. Proposal must include a cost estimate as well as proposed timelines to meet the following project objectives:

- Create draft and final General Plan document (printable and digital formats) from the existing June 24, 2025 draft version with subsequent Subcommittee input, including working with city staff to finalize necessary maps;
- Finalized plan to be prepared for Council acceptance no later than March 1, 2027 to meet the July 2027 election deadline, Council must vote no later than March 20.
- Attend, consolidate feedback and receive direction from Subcommittee, at least 4 meetings
- Review the existing draft of Prescott's General Plan (6/24/25) with Subcommittee input for compliance with all applicable state statutes (ARS Title 9)
- Prepare public outreach materials and facilitate public input (e.g. physical open house, virtual options, etc.)
- Consolidate public comments for Subcommittee review and consideration.
- Attend and present plan drafts for public meetings – Potentially 2 City Council meetings, 2 statutorily required Planning & Zoning Commission meetings, and potentially 2 public open houses.
- Provide an Executive summary of the General Plan once finalized.

Additionally, with the understanding that the finalized General Plan is desired to appear on the July 2027 ballot, provide separate costs and timeline associated with adding new elements required for cities with a population over 50,000:

- [Existing draft plan includes much of this] Conservation element for the conservation, development and utilization of natural resources;
- [Existing draft plan includes much of this] Recreation element showing a comprehensive system of areas and public sites for recreation;
- An expanded circulation element concerning parking facilities and other specifics including:
  - a comprehensive transportation system;
  - a public transit element showing a proposed system of rail or transit lines or
  - other mode of transportation as may be appropriate;

- [Existing draft plan includes some of this] Public services and facilities element showing general plans for police, fire, emergency services, sewage, refuse disposal, drainage, local utilities, rights-of-way, easements and facilities for them;
- Public buildings element showing locations of civic and community centers, public schools, libraries, police and fire stations and other public buildings.
- [Existing draft plan includes much of this] Housing element consisting of standards and programs for the elimination of substandard dwelling conditions, among other things;
- Conservation, rehabilitation and redevelopment element consisting of plans and programs for:
  - The elimination of slums and blighted areas.
  - Community redevelopment, including housing sites, business and industrial sites and public building sites.
- Safety element for the protection of the community from natural and artificial hazards;
- [Existing draft plan includes some of this] Bicycling element consisting of proposed bicycle facilities;
- [Existing draft plan includes much of this] Energy element; and Neighborhood preservation and revitalization element

Please submit proposal by close of business on **Friday, March 27<sup>th</sup>, 2026**, and confirm availability for project kick-off no more than 30 days after contract execution.

Sincerely,

Alex Bramlette  
Planning Manager  
928.777.1405 ext. 4981



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: Public Works  
ITEM #: 9.J  
SUBJECT: Approval of City Purchase Order No. 2260613 for Reimbursement to Keystone at Prescott, LLC, in the Amount of \$111,347.53 for 18-inch Ductile Iron (DIP) CL350 Water Line Construction (City Contract No. 2023-003). Funding is Available in the Water Fund.

## ITEM SUMMARY

This item is to approve reimbursement to Keystone at Prescott, LLC, in the amount of \$111,347.53, for eligible costs associated with construction of a City 18-inch DIP water line, in accordance with Pipeline Installation Agreement City Contract No. 2023-003.

## BACKGROUND

On December 20, 2022, the City Council adopted Ordinance No. 2022-1805, which approved Pipeline Installation Agreement City Contract No. 2023-003 with Keystone at Prescott, LLC, for the construction of public water infrastructure within Section 33. The ordinance also authorized the acquisition of necessary public water and sewer easements to support the project.

Pursuant to the agreement, the Developer has completed installation of the City's 18-inch DIP water line. The Developer has submitted a reimbursement package with supporting documentation for eligible project costs. Staff have reviewed the submittal and determined that the requested costs are consistent with the terms of the agreement. Funding is requested for reimbursement in accordance with City Contract No. 2023-003.

## FINANCIAL IMPACT

Funding is budgeted and available in the Public Works Department FY26 Water Budget.

## RECOMMENDED ACTION

MOVE to approve Purchase Order No. 2260613

## ATTACHMENTS

1. Keystone Cover Paid Inv Package
2. Ordinances - 2022-1805
3. Contracts - 2023-003 - KEYSTONE AT PRESCOTT, LLC - 12\_20\_2022
4. PO 2260613

**Project:**

The Havenly Prescott - 18" Water Line for Prescott

**Address**

5395 Granite Dells Parkway - Prescott AZ 86301

**Scope of Work:**

Install 18" water line for future use designated for the City of Prescott. Water line is installed within the easement. Work was completed and inspected by City of Prescott per the approved civil permits for the Havenly Prescott by Keystone Homes

**Cost of work completed**

Trade	Contractor	Paid Costs
Excavation/Water Line	LJL	95,565.00
3rd Party Testing - QC	ETC	750.00
Survey	Strategic	800.00
On Site Construction Management	Prescor	8,500.00
TPT Tax		5,732.53

**Total Amount Paid by Keystone Homes**                      **\$ 111,347.53**

Please call if you have any questions or if you need anything else to reimburse Keystone Homes for this completed work.

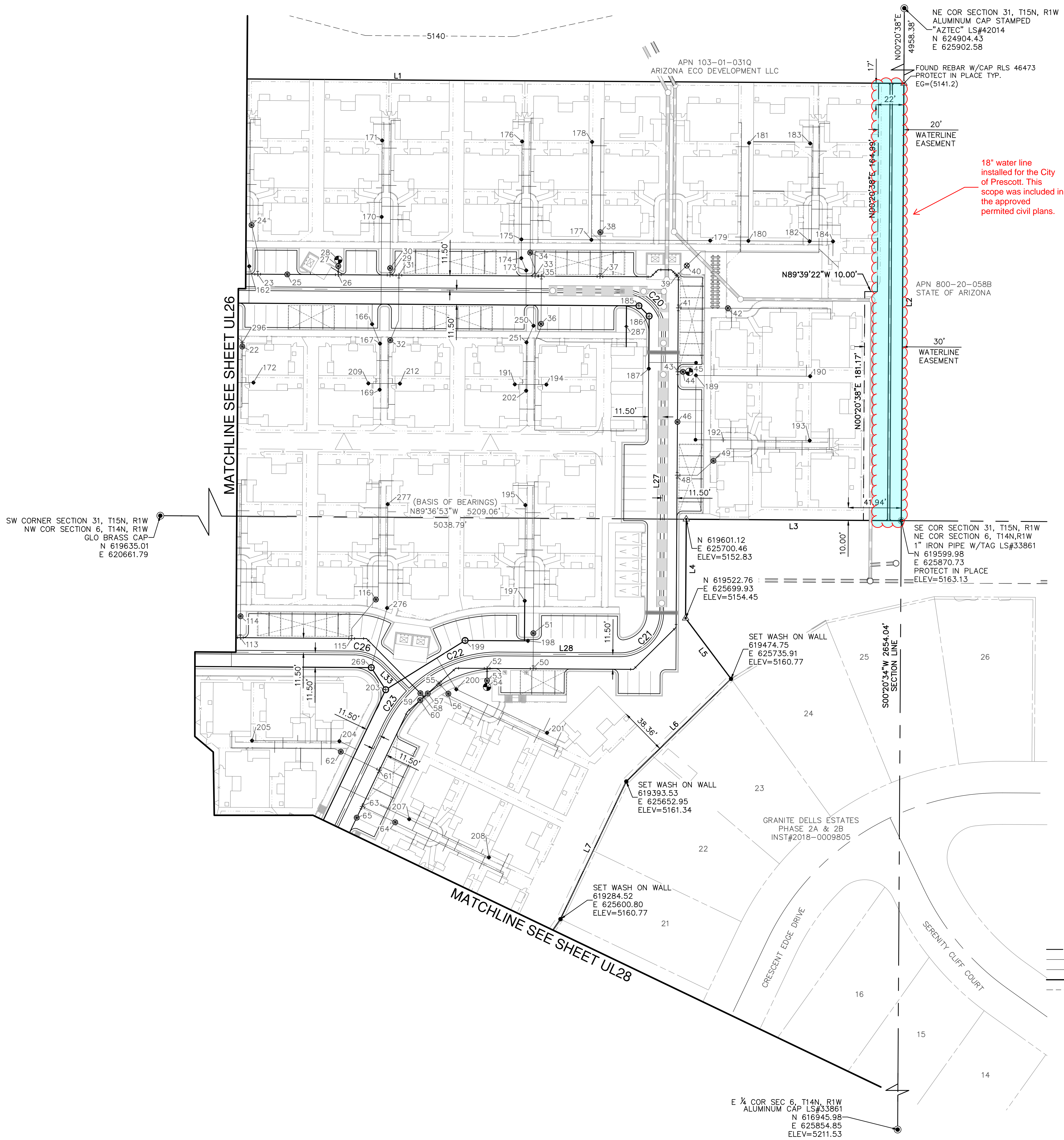
Sincerely,



Chris Hundelt  
602-999-7471  
[chundelt@keystonehomesaz.com](mailto:chundelt@keystonehomesaz.com)



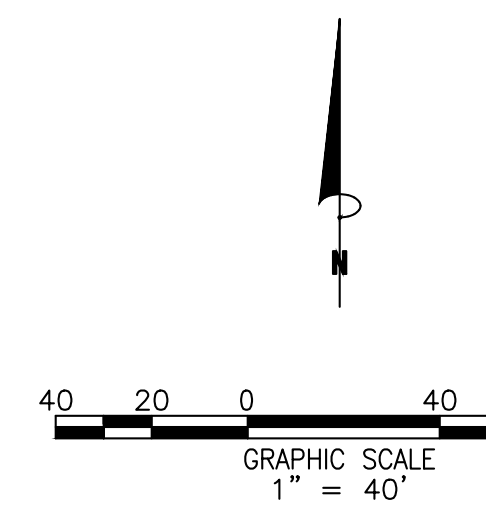

DATE	DESCRIPTION		
	CLF	AAG	NTL
	DESIGN	DRAWN	CHKD
	SCALE	H: 1"=40'	V: NONE
	JOB No.	051002	
	DATE :	1/11/2023	



18" water line installed for the City of Prescott. This scope was included in the approved permitted civil plans.

**LEGEND**

- ⊙ SECTION CORNER (AS NOTED)
- ▲ FOUND REBAR W/CAP RLS 46473 PROTECT IN PLACE
- FOUND WASHER STAMPED RLS 46473 PROTECT IN PLACE
- PUE
- R/W
- SECTION LINE
- EXISTING RIGHT-OF-WAY
- ROADWAY MONUMENT LINE
- SUBDIVISION BOUNDARY
- EASEMENT LINE AS NOTED



**Project Name: The Havenly Prescott**

**Engineer: Bowman Consulting Group**

Nathan Larson

Contact Phone #: 480-605-2400

**Developer: Keystone Homes**

Contact Name: Chris Hundelt

Contact Phone #: (602) 999-7471

<b>WATER IMPROVEMENTS</b>				
18" DIP CL350 Waterline (Inc. Excavation/Shoring/Bedding/Backfill)	LF	345	\$280.00	\$ 96,600.00
18" Water Line Cap	EA	2	\$1,500.00	\$ 3,000.00
<b>WATER IMPROVEMENTS TOTAL</b>				<b>\$ 99,600.00</b>

<b>MISC. ITEMS</b>				
Survey	EA	1	\$2,500.00	\$ 2,500.00
Special Inspection	EA	1	\$1,500.00	\$ 1,500.00
<b>MISC. ITEMS TOTAL</b>				<b>\$ 4,000.00</b>

<b>Summary</b>				
<b>WATER IMPROVEMENTS TOTAL</b>				<b>\$ 99,600.00</b>
<b>MISC. ITEMS TOTAL</b>				<b>\$ 4,000.00</b>
<b>TOTAL CONSTRUCTION COST ESTIMATE</b>				<b>\$ 103,600.00</b>



Engineering & Testing Consultants, Inc.

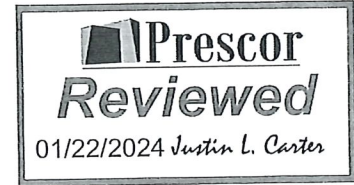
417 N. Arizona Avenue  
Prescott, AZ 86301  
(928)778-9001

# Invoice

DATE INVOICE #  
1/9/2024 37011

BILL TO

Keystone at Prescott, LLC  
7550 E. McDonald Dr. STE G  
Scottsdale, AZ 85250



TERMS	DUE DATE	PROJ. MGR.	PROJECT NO.	PROJECT DESCRIPTION
Net 15	1/24/2024	RGK	11964	Havenly Prescott-Granite Dells

DESCRIPTION	HOURS/UNI...	HOURLY/UNIT RATE	AMOUNT
Concrete Sampling	8	75.00	600.00
Soil Compaction Testing — 18" WATERLINE INSPECTION	10	75.00	750.00
Special Inspection	6	75.00	450.00
Concrete Pick-Up	4	75.00	300.00
Soil Field Observation	6	75.00	450.00
Soil Field Sampling	2	75.00	150.00
Compression Test, Concrete	16	25.00	400.00
Compression Test, Grout	4	25.00	100.00
Liquid Limit/Plastic Index Test-Wet Prep	2	110.00	220.00
Particle Size Analysis/Gradation	2	95.00	190.00
Fractured Face Test	1	90.00	90.00
Los Angeles Abrasion	1	250.00	250.00
Sr. Level Engineering Technician	8	100.00	800.00
Grout Field Sampling	2	75.00	150.00
Grout Pick-up	1	75.00	75.00



Professional Services Period 12/04/2023-12/31/23

**Total** \$4,975.00

PLEASE PAY FROM INVOICE Indicate project number on payment. 2.5% convenience fee will be added for credit card payments. 18% APR interest may be charged on unpaid balance after due date.



Engineering & Testing Consultants, Inc.

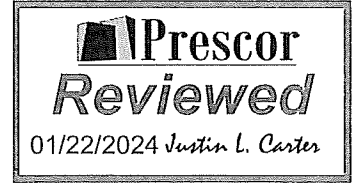
417 N. Arizona Avenue  
Prescott, AZ 86301  
(928)778-9001

# Invoice

DATE INVOICE #  
1/9/2024 37011

BILL TO

Keystone at Prescott, LLC  
7550 E. McDonald Dr. STE G  
Scottsdale, AZ 85250



**KEYSTONE AT PRESCOTT, LLC**

1316

Engineering & Testing Consultants, Inc.

Date Type Reference  
1/9/2024 Bill INV37011

Original Amt.  
4,975.00

Balance Due  
4,975.00

2/23/2024  
Discount  
Payment  
4,975.00  
4,975.00  
Check Amount

FIBT - Checking

4,975.00

Product CDT456

The Check Depot, LLC www.CheckDepot.net or 1-800-625-8117

Professional Services Period 12/04/2023-12/31/23

**Total** \$4,975.00



PLEASE PAY FROM INVOICE Indicate project number on payment. 2.5% convenience fee will be added for credit card payments. 18% APR interest may be charged on unpaid balance after due date.

LJL Construction & Environmental LLC  
 PO Box 12736  
 Chandler, AZ 85248  
 (480) 899-0684  
 ROC# 313900

**PAID**

**Invoice**

Bill To
Keystone Homes 7550 E. McDonald Dr Suite G Scottsdale, AZ 85250

Date	Invoice #
12/20/2023	1342RW

P.O. No.	Terms	Project
	Net 30	

Description	Qty	Rate	Amount
18" DIP Water Line Chandler, AZ & Maricopa County Sales Tax	1	95,565.00 7.80%	95,565.00 0.00

<b>Total</b>	\$95,565.00
<b>Payments/Credits</b>	-\$95,565.00
<b>Balance Due</b>	\$0.00



**Strategic Surveying LLC.**

2443 W. 12th Street, Suite 1  
 Tempe, AZ 85281  
 Phone: 480-272-7634

**Invoice**

Invoice #: 5308

Invoice Date: 12/20/2023

Due Date: 12/20/2023

Bill To:

**Prescor Builders, LLC**  
 609 Western Ave.  
 Prescott, AZ 86305

Project Location / Description
The Havenly Prescott Proj. No. 00913

Description	Hours/Qty	Rate	Prior %	Amount
Construction Staking Completed for the Following	1	16,000.00		16,000.00
Staking of curb and electric, misc AB and misc staking				
Misc staking for the site, staking of 18" water line located in the northeast portion of the site (as shown on page UL30)	1	800.00		800.00
Misc. field data collection for as-built preparation	1	600.00		600.00



It has been a pleasure working with you.  
 Please remit payment to the address above.  
 Email ar@ssurveying.com

Effective May 24, 2021, Strategic Surveying has moved.

2443 W. 12th Street, Suite 1 Tempe, AZ 85281

<b>Total</b>	<b>\$17,400.00</b>
<b>Payments/Credits</b>	<b>\$17,400.00</b>
<b>Balance Due</b>	<b>\$0.00</b>



B U I L D E R S

609 Western Avenue  
 Prescott, AZ 86305  
 (928) 778-7043 P  
 (928) 778-5788 F

www.prescoraz.com  
 ROC 263578, 264626, 270327

**PAID**  
 11/15/2023

# Invoice

Date	Invoice #
10/25/2023	2023.015 A

To:
Keystone at Prescott, LLC 7550 E. McDonald Dr. Suite G Scottsdale, AZ 85250

Project
<i>Keystone - Granite Dells</i>

Description	Amount
Construction Management Fee - 18" water line	8,500.00
<i>We appreciate your business, Thank you</i>	
<b>Balance Due</b>	<b>\$0.00</b>

**ORDINANCE NO. 2022-1805**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE AND ACCEPTANCE OF A PUBLIC WATER EASEMENT FROM KEYSTONE AT PRESCOTT LLC, AND A PUBLIC WATER AND SEWER EASEMENT FROM GRANITE DELLS ESTATES PROPERTIES II INC, AND APPROVING A PIPELINE INSTALLATION AGREEMENT CITY OF PRESCOTT NO. 2023-003 FOR SECTION 33 AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES, EASEMENTS, AND AGREEMENT.**

**RECITALS:**

WHEREAS, the City Council has determined that certain public water and sewer easements are needed for Section 33 and the acquisition of these easements will be in the best interests of the health, safety and welfare of the City of Prescott; and,

WHEREAS, the City Council has determined that certain pipeline installation agreement is needed for Section 33 and the approval of this agreement will be in the best interests of the health, safety, and welfare of the City of Prescott; and,

WHEREAS, the proposed purchase prices of the following easements, along with the terms and conditions in the City of Prescott's ("City") standard Agreement for Sale of Public Water and Sewer Easement, Public Water Easement Agreement, and Pipeline Installation Agreement are deemed to be fair and equitable.

**ENACTMENTS:**

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

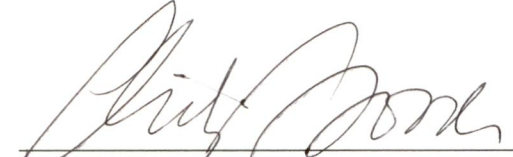
SECTION 1. THAT the City Council hereby accepts the offer to purchase that certain public water line easement from Keystone at Prescott, LLC, pursuant to the terms and conditions as set forth in the City's standard Agreement for Sale of Public Water Line Easement dated December 8, 2022, for the purchase price of \$22,925.00 plus escrow/title costs.

SECTION 2. THAT the City Council hereby accepts the offer to purchase that certain public water and sewer easement from Granite Dells Estates Properties II, Inc, pursuant to the terms and conditions as set forth in the City's standard Agreement for Sale of Public Water and Sewer Easement dated November 30, 2022, for the purchase price of \$144,050.00 plus escrow/title costs.

SECTION 3. THAT the City Council hereby approves the that certain Pipeline Installation Agreement City of Prescott No. 2023-003 with Keystone at Prescott, LLC, pursuant to the terms and conditions as set forth therein.


SECTION 4. THAT the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchases and acceptances of the above easements, and pipeline installation agreement, including the payment of closing and other costs associated with the purchases and recordation of the closing documents.


PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 20<sup>th</sup> day of December, 2022.

  
\_\_\_\_\_  
PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
SARAH SIEP  
City Clerk

  
\_\_\_\_\_  
JOSEPH YOUNG  
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA )  
County of Yavapai ) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2022-1805 is a true, correct and accurate copy of Ordinance No. 2022-1805 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the 20 day of December 2022, at which a quorum was present and, by a 7-0 vote, all voted in favor of said ordinance.

Given under my hand and sealed this 4 day of January, 202<sup>3</sup>.



Seal

Sarah Siep  
City Clerk

**KEYSTONE HOMES AT GRANITE DELLS ESTATES  
PIPELINE INSTALLATION AGREEMENT  
CITY OF PRESCOTT NO. 2023-003**

**DATE.** The date of this Pipeline Installation Agreement (“Agreement”) is December 20, 2022. The “Effective Date” of this Agreement shall be 30 days after the Agreement is approved by the Prescott City Council.

**PARTIES.** The parties to this Agreement are:

City of Prescott, an Arizona municipal corporation  
201 South Cortez Street  
Prescott, Arizona 86301  
 (“City”)

Keystone at Prescott, LLC  
7550 East McDonald Drive, Suite G  
Scottsdale, Arizona 85250  
 (“Owner”)

City and Owner may be collectively termed “Parties” or individually “Party.”

**BACKGROUND.** The following is the background to this Agreement:

- (a) Owner owns certain real property located in the City of Prescott, Yavapai County, Arizona, described on **Exhibit A** (“Property”).
- (b) Owner is planning a project that would consist of 200 single family residential rental homes, a clubhouse, and swimming pool, as shown on the Site Plan attached hereto as **Exhibit B** (“Project”).
- (c) Owner will design, construct and install water transmission main infrastructure that is of capacity sufficient to serve future development. To prevent future disruption and negative impacts to residents located on the Property, Owner and City desire to have this infrastructure installed concurrently with construction of the Project. City desires to reimburse Owner for the cost of this water transmission main installation pursuant to the terms of this Agreement.
- (d) City and Owner enter into this Agreement in order to facilitate development of surrounding properties by providing for, among other things, conditions, terms, restrictions and requirements for the construction and installation of public infrastructure improvements and subsequent reimbursement to the Owner over a period of time.

- (e) Among other things, construction of the water transmission main in accordance with this Agreement, will result in the design, engineering, construction, installation, and/or provision of infrastructure improvements that will support future off-site development.

**AGREEMENT.** For good and valuable consideration, including the benefits to City and Owner as described above, City and Owner agree as is more specifically set forth in this Agreement.

**1. CONDITION PRECEDENT.** The City and Owner agree that the obligation to design, construct and install the water transmission main and the obligation to pay for it, is subject to the express condition precedent that the City has a valid perpetual easement secured for the water transmission main. The easement shall include provisions for maintenance and access purposes for the Water Main. The Owner shall provide the legal description and **Exhibit C** for execution of the utility easement.

**2. WATER MAIN.**

- A. Owner shall be responsible for the design and record drawings, construction, and installation of a water transmission main (“Water Main”). The Water Main shall meet all requirements for such infrastructure, as required by the City General Engineering Standards and City Code. Owner must submit the Water Main design to the City for City’s approval. The design of the Water Main shall cross the subject Property from the northeast corner south along the property line as shown on **Exhibit C**.
- B. The Water Main shall be a maximum size of eighteen inches (18”) in diameter. Owner shall install the Water Main according to the design approved by the City, which includes, but is not limited to, all pipe, fittings, valves and appurtenances along the route shown in **Exhibit C**. City shall review the design plans for the Water Main and accelerate review and approval of construction plans. The Owner shall provide to the City an engineer’s estimate of probable cost for the Water Main. Before bidding the project, the City and Owner shall come to an agreement that the engineer’s estimate is reasonable. The City may require revisions to the estimate until such an agreement can be reached. Before commencing work on the Water Main, Owner shall provide the City with a written bid from a qualified contractor for the work to be performed. City shall approve that the bid is reasonable prior to work commencing. The Parties acknowledge that changes may be necessary during the course of construction which may modify the estimated price. City shall accelerate review and approval of construction changes and the reasonable approval of the costs thereof.
- C. Owner shall be repaid by the City for the actual cost of the Water Main design, construction and installation and is entitled to receive satisfactory financial assurances of payment prior to commencement of construction. Owner anticipates completion of construction not later than December 31, 2026. The City will reimburse the Owner for 100% of the actual cost of design, construction and installation of the Water Main. Costs to be reimbursed are those incurred directly related to, but not limited to, design, engineering, constructing, acquiring, installing the Water Main.

1. Owner may request reimbursement of design costs upon issuance of a grading or engineering permit. Payment of post-design services shall be made within thirty (30) days after Owner submits to the City copies of paid invoices and canceled checks evidencing the total costs incurred by Owner for the design, construction and installation of the Water Main.
2. Subject to Section 2(c)(1) above, Construction costs shall be reimbursed per Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, Section 109 and the City's supplement to MAG.
  - D. Before the Water Main is accepted by the City for long-term maintenance, the portion of the Water Main contained within the Water Main Easement Area described in **Exhibit "C"** shall be completed in its entirety. The Owner shall provide the City with a two-year warranty period on the Water Main. The two-year warranty period begins on the date the City accepts the Water Main.
  - E. Owner shall provide City with record drawings (As-Builts) for the Water Main and City may withhold payment until As-Builts are submitted and approved by the City.
3. **PROP 207 WAIVER.** Owner agrees and consents to all the conditions imposed by the Prescott City Council, and all agencies, boards, commissions, officers and employees of the City contained within this Agreement, and agrees to and does knowingly waive any and all rights to compensation for diminution in value of the Property pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the terms and conditions of this Agreement and the preliminary platting of the Property by the City, as well as those contained in any preliminary or final plat or other governmental actions in effectuating such conditions, terms or agreements with respect to the Property. The scope of this waiver is limited to claims for compensation that might otherwise be asserted under A.R.S. §12-1134.
4. **COMPLETION OF INFRASTRUCTURE.** The Water Main more fully described in Section 2 of this Agreement shall be completed in its entirety prior to issuance of any certificate of occupancy for any part of the Project. In the event the Project is abandoned by the Owner, this Agreement shall be immediately cancelled.
5. **DURATION OF AGREEMENT.** The "Term" of this Agreement shall commence upon the date of approval by the Prescott City Council and expire on the earlier date of: (1) final acceptance of the "Water Main" by the City; or (2) December 31, 2026. All warranties to survive the termination of this Agreement.
6. **NOTICES.** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered upon personal delivery, as of the third business day after mailing by United States mail, postage prepaid, return receipt requested, or upon the next business day if delivered by Federal Express or similar overnight delivery system, addressed as follows:

IF TO THE CITY:  
City Manager  
City of Prescott  
201 South Cortez Street  
Prescott, Arizona 86303

WITH COPIES TO:

City Attorney  
City of Prescott  
221 South Cortez Street  
Prescott, Arizona 86303

Public Works Director  
City of Prescott  
443 North Virginia Street  
Prescott, Arizona 86301

IF TO OWNER:  
Keystone at Prescott, LLC  
7550 East McDonald Drive, Suite G  
Scottsdale, Arizona 85250

The address to which any notice, demand or other writing may be given, made or sent to any Party may be changed by written notice as above provided.

7. **DEFAULTS AND REMEDIES.** In the event a default should occur under any of the obligations of the City or Owner as provided in this Agreement, each Party shall be entitled to exercise such rights or remedies as may be available pursuant to the terms of such document, at law or in equity, including without limitation specific performance, except as such document may specifically limit such remedies. Notwithstanding the foregoing, each Party waives any claim such Party may have for incidental or consequential damages arising out of a failure of performance of the other Party under this Agreement.
8. **ASSIGNMENT.** Owner may not assign its rights under this Agreement without the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, Owner may assign its rights under this Agreement to any lender that provides financing in connection with the Property without the need for the City's prior consent. No voluntary or involuntary successor in interest to Owner may acquire any rights under this Agreement except as expressly set forth in this Section. The burdens of this Agreement are binding on, and the benefits of this Agreement inure to, the Parties and to all their successors in interest and assigns.

- 9. INSTITUTION OF LEGAL ACTIONS; GOVERNING LAW.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Yavapai, State of Arizona. The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement, without reference to its choice of law provisions.
- 10. ACCEPTANCE OF LEGAL PROCESS.** If any legal action is commenced by Owner against the City, service of process on the City will be made by personal service upon the City Clerk of the City of Prescott, or in such other manner as may be provided by law. If any legal action is commenced by the City against Owner, service of process will be made by personal service or in such other manner as may be provided by law, whether made within or without the State of Arizona.
- 11. RIGHTS AND REMEDIES ARE CUMULATIVE.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies will not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by such defaulting party.
- 12. CONFLICT OF INTERESTS.** No City Council member, official or employee of the City may have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law. All parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. §38-511, and that in the event of such cancellation the City will elect 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.
- 13. BOYCOTT OF ISRAEL.** Owner 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 ARS § 35-393, of Israel.
- 14. WARRANTY AGAINST PAYMENT.** Owner warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, consultants, engineers and attorneys and any licensed real estate broker retained by Owner.
- 15. EMPLOYEES ON PUBLIC WORKS CONSTRUCTION PROJECTS; E-VERIFY REQUIREMENT.** Under the provisions of A.R.S. § 41-4401, the Owner warrants to the City that the Owner and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as “Immigration Warranty”). The Owner understands and acknowledges that: (a) a breach of the Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Owner to penalties up to and including termination of this Agreement at the sole discretion of the City; and (b) the City retains the legal right to inspect the papers of any Owner or Subcontractors’ employee who works on this the

public works discussed in this Agreement to ensure that the Owner or Subcontractor is complying with the Immigration Warranty.

- 16. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** The Owner and any subcontractor used by the Owner to perform work on public works construction projects pursuant to this Agreement, are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Owner and any subcontractor used by the owner to perform work on public works construction projects pursuant to this Agreement, are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Owner agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.
- 17. NO LIABILITY OF CITY OFFICIALS AND EMPLOYEES.** No City Council member, City official, representative, agent, attorney, or employee of the City will be personally liable to Owner, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Owner or successor, or on any obligation under the terms of this Agreement.
- 18. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. Nothing herein shall constitute a waiver of the City's police powers or amount to an unlawful delegation of governmental authority by the City.
- 19. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- 20. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- 21. ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement may be executed in counterparts, each of which is deemed to be an original. This Agreement and **Exhibits A, B and C** that are incorporated herein by this reference, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written,

are hereby superseded and merged herein. In the event of a conflict between the text of this Agreement and the Exhibits, the text of this Agreement shall control. In the event of a conflict among the Exhibits, the more specific Exhibit shall control over the more general Exhibit.

- 22. NO AGENCY CREATED.** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Owner. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.
- 23. GOVERNING STATUTES.** References are made in this Agreement to specific sections of the Arizona Revised Statutes. Any such references mean the statute in effect on the date of the execution of this Agreement and any subsequent renumbering or reordering of those provisions.
- 24. MODIFICATION AND WAIVER.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- 25. OWNER'S AUTHORITY.** Owner warrants and represents that it is a duly organized and validly existing limited liability company formed under the laws of the State of Delaware and authorized to transact business in the State of Arizona. The entry by Owner into the transaction contemplated by this Agreement and the performance by Owner of all of its obligations in connection herewith have been duly and validly authorized by all necessary action(s), are in accordance with applicable law and are not in violation of Owner's Operating Agreement, if any, Articles of Incorporation or Bylaws, as the case may be. This Agreement and all additional documents delivered in connection with this Agreement have been duly and validly executed and delivered by Owner and constitute the legal, valid and binding obligations of Owner.
- 26. INDEMNITY.** Each of the Parties shall indemnify, defend and hold harmless the other from and against any and all claims, costs, damages and liabilities (including attorneys' fees and costs) arising from any breach by such Party of any of the representations and warranties contained herein.
- 27. ATTORNEYS' FEES.** The Parties 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.
- 28. JOINT AND SEVERAL LIABILITY.** If any Party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.
- 29. BINDING AGREEMENT.** Subject to any limitation on assignment elsewhere set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective legal representatives, successors and assigns.

- 30. RECORDATION.** This Agreement shall be recorded by and at the sole cost of the City, in its entirety in the Official Records of Yavapai County, Arizona, not later than ten (10) days after execution by the last Party.
- 31. COVENANTS RUNNING WITH THE LAND.** The conditions and covenants set forth in this Agreement and incorporated herein by the exhibits shall run with the land (Property) and the benefits and burdens shall bind and inure to the benefit of the Parties. The Owner and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a Party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it.
- 32. WAIVER OF RIGHT TO TRIAL BY JURY.** The Parties 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 any such litigation to the Court (bench trial) and the Parties agree that this Agreement shall be deemed to have been created in Yavapai County, Arizona, and to be subject to the jurisdiction of the Yavapai County Superior Court, and that any claims to alternative jurisdiction based on diversity of citizenship, corporate location, etc. are waived by the Parties pursuant to this Agreement. The parties agree that venue for any litigation shall be in Yavapai County Superior Court.
- 33. AMBIGUITIES IN AGREEMENT.** This Agreement is the result of negotiations by and among the Parties. Any ambiguity in this Agreement is not be construed against any Party.
- 34. STRICT PERFORMANCE.** Time is of the essence in this Agreement. The failure of a Party to require strict performance by the other of any provision of this Agreement shall not be deemed a waiver of the right of said Party thereafter to require strict performance of that or any other provision of this Agreement in accordance with the terms hereof and without notice.
- 35. GOVERNMENTAL POWERS.** Except as specifically provided herein, nothing in this Agreement shall be interpreted or applied to require, restrict, or limit, in any manner whatsoever, or to impinge in any way upon the City's ability to exercise its police powers.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 20<sup>th</sup> day of DECEMBER, 2022.

CITY OF PRESCOTT

PHILIP R. GOODE, MAYOR

*Philip R. Goode*

12-27-2022  
DATE

ATTEST:

SARAH M. SIEP  
CITY CLERK

*Sarah M. Siep*

APPROVED AS TO FORM:

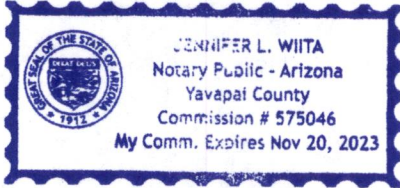
JOSEPH D. YOUNG  
CITY ATTORNEY

*Joseph D. Young*

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF YAVAPAI    )

The foregoing instrument was acknowledged before me this 27th day of December, 2022, by PHILIP R. GOODE, Mayor of The City of Prescott, an Arizona municipal corporation, on behalf of the municipal corporation, personally known to me or proven to me on the basis of satisfactory evidence, to be the person whose name is subscribed to within the instrument.

[seal]



Notary Public

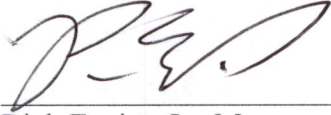
*Jennifer L. Wiita*

My commission expires: Nov. 20, 2023

OWNER:

KEYSTONE AT PRESCOTT, LLC,  
a Delaware limited liability company

By: KHB Investments III, LLC,  
an Arizona limited liability company, its Manager

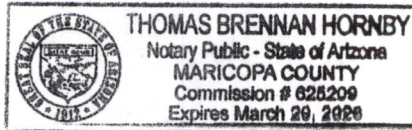


Rich Eneim, Jr., Manager

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 4 day of December, 2022, by Rich Eneim, Jr., the Manager of KHB Investments III, LLC, an Arizona limited liability company, as manager for Keystone at Prescott, LLC, a Delaware limited liability company, on behalf of the limited liability company, personally known to me or proven to me on the basis of satisfactory evidence, to be the person whose name is subscribed to within the instrument.

[seal]



Thomas Brennan Hornby  
Notary Public

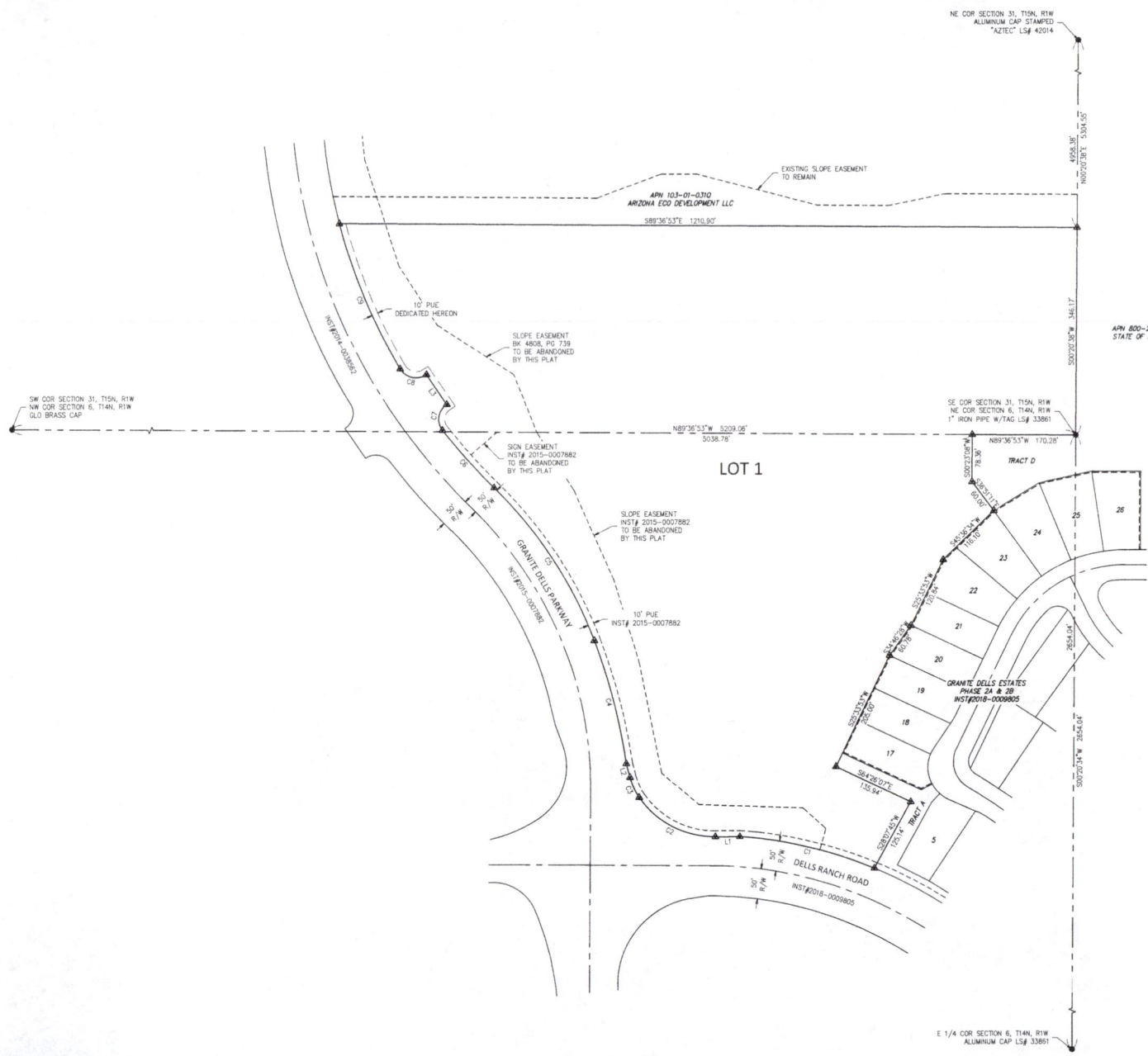
My commission expires: \_\_\_\_\_

03/29/2026

**Exhibit “A”**  
(Property)



18. V:\2022 - Stonehenge\2022-01-00\187512.dwg, 3/20/2022 09:49:46, Plot Date: 04/11/2022



- LEGEND**
- SECTION CORNER (AS NOTED)
  - ▲ SUBDIVISION CORNER
  - N.T.S. NOT TO SCALE
  - Y.C.R. YAVAPAI COUNTY RECORDER
  - PUE PUBLIC UTILITY EASEMENT
  - R/W RIGHT-OF-WAY
  - SECTION LINE
  - EXISTING RIGHT-OF-WAY
  - ROADWAY MONUMENT LINE
  - SUBDIVISION BOUNDARY
  - EASEMENT LINE AS NOTED

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	39.67	S89°28'59"W
L2	23.64	N14°34'14"W
L3	60.00	N34°01'39"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH BEARING	CH LENGTH
C1	230.02'	700.00'	018°49'38"	N76°39'52"W	228.98'
C2	146.67'	148.50'	056°35'22"	S62°15'20"E	140.78'
C3	36.72'	108.50'	019°23'25"	S24°15'56"E	36.54'
C4	212.40'	994.00'	012°14'35"	N14°23'36"W	211.99'
C5	304.99'	700.00'	024°57'50"	N32°59'49"W	302.59'
C6	127.87'	950.00'	007°42'43"	S41°37'22"E	127.77'
C7	49.08'	30.00'	093°44'22"	S09°06'10"W	43.79'
C8	49.08'	30.00'	093°44'22"	S77°09'28"E	43.79'
C9	282.68'	950.00'	015°50'34"	S22°22'01"E	261.85'

**Bowman CONSULTING**  
 3600  
 Phoenix  
 Phone: 480.859.8800  
 Fax: 480.859.8800  
 www.bowman.com



**FINAL PLAT**  
**KEYSTONE AT GRANITE DELLS**  
**PRESCOTT, ARIZONA**

DATE:	7/23/21
PROJ. NO.:	051002-01
TASK. NUM.:	001
DRAWN BY:	GT
CHECKED:	
QUALITY:	
CLIENT NO.:	
SCALE:	1" = 80'
2 of 2	

**Exhibit “B”**  
(Project)

**Site Summary:**

<b>Total Homes</b>	
Plan 1 (1BR/722 SF)	: 56
Plan 2 (1BR/804 SF)	: 12
Plan 3 (2BR/1,072 SF)	: 58
Plan 4 (2BR/1,095 SF)	: 7
Plan 5 (2BR/1,145 SF)	: 7
Plan 6 (3BR/1,246 SF)	: 31
Plan 7 (2BR/1,418 SF)	: 9
Plan 7 (3BR/1,598 SF)	: 12
Plan CH (1BR/811 SF)	: 8
<b>Total</b>	<b>: 200</b>

Site Area : ± 17.67 Acres  
 Density : ± 11.32 Homes per Acre

<b>Unit Mix:</b>	
1BR	: 76 (38.0%)
2BR	: 81 (40.5%)
3BR	: 43 (21.5%)
<b>Total</b>	<b>: 200</b>

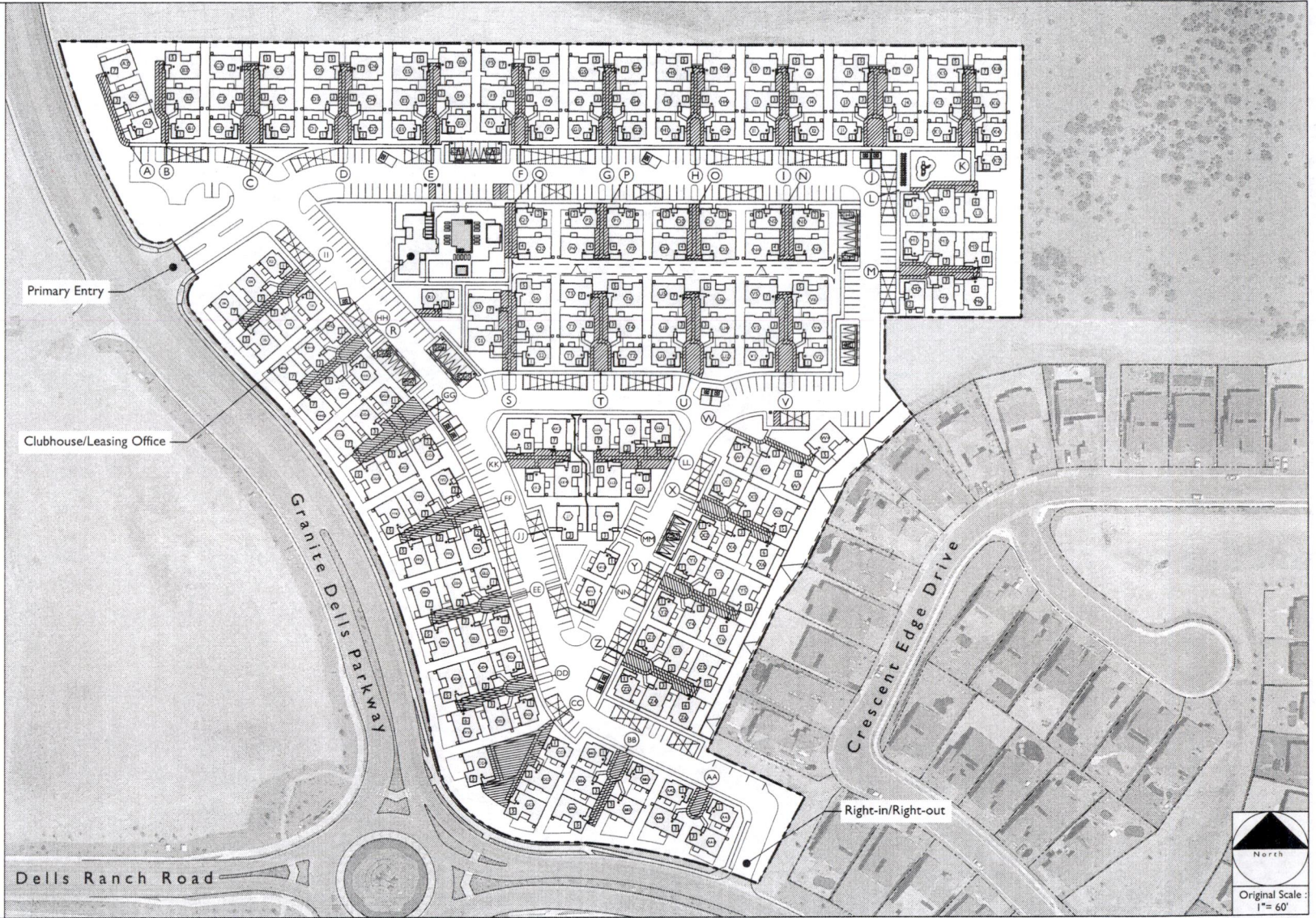
<b>Parking Required:</b>	
1.0 Space / Bedroom x 367	= 367
0.5 Guest Spaces / Unit* x 200	= 20
<b>Total Required</b>	<b>= 387</b>
	<b>= 1.94:1</b>

\*Note: Up to a maximum of 20 spaces

<b>Parking Provided:</b>	
Garage Spaces	= 30
Carport Spaces	= 170
Uncovered Spaces	= 187
<b>Total Provided</b>	<b>= 387</b>

Overall Parking Ratio = 1.94:1

Total Rentable Square Footage = 204,988 sq. ft.



**Bassenian | Lagoni**  
 ARCHITECTURE • PLANNING • INTERIORS

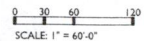
**INFORMATIONAL SITE PLAN**

**GRANITE DELLS**

12.22.21

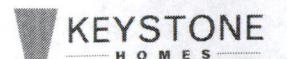
Copyright 2021 Bassenian | Lagoni Architects  
 2031 Orchard Drive, Suite 100  
 Newport Beach, CA USA, 92660  
 Tel: +1 949 553 9100  
 Fax: +1 949 553 0548

Prescott, Arizona



331.21087

Note:  
 This yield study is for the purpose of estimating the maximum density of a residential product type on a site of a given configuration. If specific encroachment requirements differ from the criteria shown on the plan (such as setbacks, minimum lot sizes, street standards, retention requirements, etc.) then the actual possible density may vary substantially.



**Exhibit “C”**  
(Water Line Easement Area)

**LEGAL DESCRIPTION  
WATERLINE EASEMENT**

THAT PORTION OF LOT 1, KEYSTONE AT GRANITE DELLS, ACCORDING TO DOCUMENT NO. 2021-0085047, YAVAPAI COUNTY RECORDS, BEING LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT ON THE EAST LINE OF SAID LOT 1, SAID POINT BEING THE SOUTHEAST CORNER OF SAID SECTION 31, FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 31 BEARS NORTH 89°36'53" WEST (BASIS OF BEARINGS), A DISTANCE OF 5209.06 FEET;

THENCE NORTH 89°36'53" WEST, ALONG THE SOUTH LINE OF SAID SECTION 31, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SECTION 31;

THENCE NORTH 00°20'38" EAST, ALONG SAID WEST LINE, A DISTANCE OF 181.17 FEET;

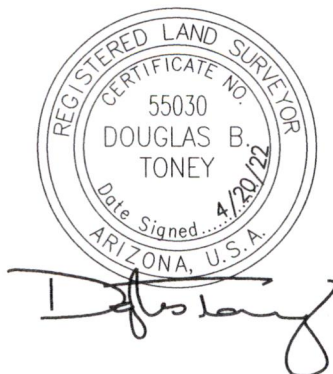
THENCE SOUTH 89°39'22" EAST, A DISTANCE OF 10.00 FEET TO THE WEST LINE OF THE EAST 20 FEET OF SAID SECTION 31;

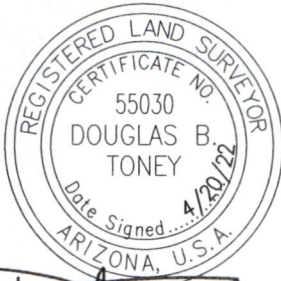
THENCE NORTH 00°20'38" EAST, ALONG SAID WEST LINE, A DISTANCE OF 164.99 FEET TO THE NORTH LINE OF SAID LOT 1;

THENCE SOUTH 89°36'53" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE SOUTH 00°20'38" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 346.17 FEET TO THE **POINT OF BEGINNING**.

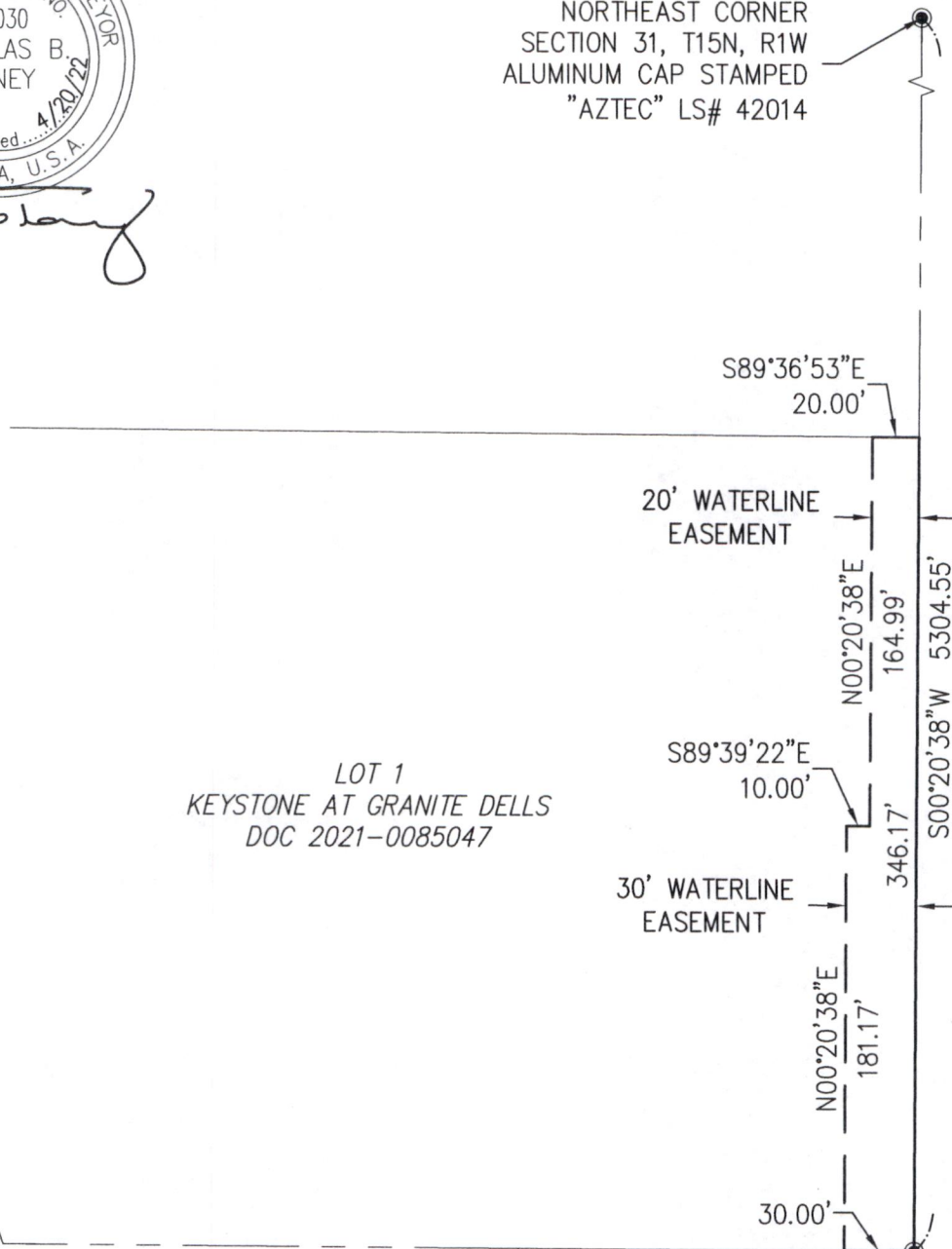
CONTAINING 8,735 SQ.FT. OR 0.2005 ACRES, MORE OR LESS.





*Douglas B. Toney*

NORTHEAST CORNER  
SECTION 31, T15N, R1W  
ALUMINUM CAP STAMPED  
"AZTEC" LS# 42014



LOT 1  
KEYSTONE AT GRANITE DELLS  
DOC 2021-0085047

SOUTHWEST CORNER  
SECTION 31, T15N, R1W  
GLO BRASS CAP

SOUTHEAST CORNER  
SECTION 31, T15N, R1W  
1" IRON PIPE W/TAG LS# 33861



SHEET 1 OF 1  
DATE: 4/20/22

EXHIBIT WATERLINE EASEMENT			
BY: DT	CHK:	QC:	
BCG PROJECT NO: 051002-01 TASK: 001			
CLIENT REF NO:			

**Bowman**  
CONSULTING

1600 N Desert Drive, #210  
Tempe, AZ 85281  
Phone: (480) 629-8830  
Fax: (480) 629-8841  
www.bowman.com



# Purchase Order

Fiscal Year 2026 Page 1 of 1



**THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.**

Bill To 422NVS  
City of Prescott  
201 N. Montezuma Street, Ste 224  
Prescott, AZ 86301

Ship To 1481SR  
WATER PRODUCTION  
CITY OF PRESCOTT  
1481 SUNDG RANCH ROAD  
PRESCOTT, AZ 86301

Purchase Order Number **02260613**

Purchase Order Date 04/20/2026

Department UTILITY OPERATION

Required By 04/14/2026

Vendor 6591  
KEYSTONE AT PRESCOTT LLC  
7550 EAST MCDONALD STE G  
SCOTTSDALE, AZ 85250

The Above Purchase Order Number Must Appear On all Correspondence - Packing Sheets And Bills Of Lading

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
---------------------	--------------	---------------	--------------------	--------------------

6591 1260707

### NOTES

THE HAVENLY PRESCOTT - 18" WATER LINE FOR PRESCOTT

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	<p>This item is to approve reimbursement to Keystone at Prescott, LLC, in the amount of \$111,347.53, for eligible costs associated with construction of a City 18-inch water line, in accordance with Pipeline Installation Agreement City Contract No. 2023-003.</p> <p>On December 20, 2022, the City Council adopted Ordinance No. 2022-1805, which approved Pipeline Installation Agreement City Contract No. 2023-003 with Keystone at Prescott, LLC, for the construction of public water infrastructure within Section 33. The ordinance also authorized the acquisition of necessary public water and sewer easements to support the project.</p> <p>Pursuant to the agreement, the Developer has completed installation of the City's 18-inch water line. The Developer has submitted a reimbursement package with supporting documentation for eligible project costs. Staff have reviewed the submittal and determined that the requested costs are consistent with the terms of the agreement. Funding is requested for reimbursement in accordance with City Contract No. 2023-003.</p> <p>GL #: 7007810 - 8930 - 90023</p>	1.0000	EACH	\$0.0000	\$0.00

Approver Name: Randy Perham

Approval Date: 04/13/2026

Purchase Order Total **\$0.00**

**Entire Agreement:** This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. Where there is conflict between documents, the controlling documents shall be in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City's solicitation; the City's solicitation; and the Contractor's response to the solicitation.

**Overages/Underages:** Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

**Schedule:** Contractor shall deliver the items or render the services as stated in the Contract. At the City's option, the Contractor's failure to timely deliver or perform may require expedited shipping at the Contractor's expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City's Purchasing Agent of the anticipated delay.

**Payment:** Invoices will be paid according to early payment discount terms or thirty (30) days after the City's receipt and acceptance of goods or services. Payment periods will be computed from either the date of delivery or the completion of services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items.

**Warranties:** The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

**EEO/Discrimination:** During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Discrimination in Contracting: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

**Proprietary/Confidential Information:** The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

**Indemnification:** To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.

**Insurance:** The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, the following policy or policies of insurance: Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; if any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and if any work under this Contract will be performed by a resident of the state of Arizona, Worker's Compensation ( Industrial Insurance ) as required by the State of Arizona. The insurance shall be endorsed to include the City of Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor's insurance.

**Compliance with Law:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

**Licenses and Similar Authorizations:** The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

**Taxes:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.

**Americans with Disabilities Act:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

**Adjustments:** The City's Purchasing Agent may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

**Amendments:** Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.

**Assignment:** Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

**Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

**Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

**Applicable Law:** This Contract shall be construed under the laws of the State of Arizona; the venue shall be in the Superior Court for Yavapai County, State of Arizona.

**Remedies Cumulative:** Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

**Severability:** Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

**Gratuities:** The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar day's notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

**Termination:** For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

**Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters: Contractor shall provide to the City, upon request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date due to circumstances beyond its reasonable control, the Contractor shall make delivery as soon as practicable. If the Contractor is prevented from making such delivery, the Contractor shall assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer limited substitutions for consideration and shall provide such substitutions provided the Contractor obtains prior approval. Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a major emergency or disaster shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

**Contractor Immigration Warranty:** The 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 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 Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications 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 the 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.



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: Public Works  
ITEM #: 10.A  
SUBJECT: Adoption of Ordinance No. 2026-1942  
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 AN  
UNDERGROUND UTILITY EASEMENT TO  
ARIZONA PUBLIC SERVICE COMPANY (APS)  
FOR NEW UTILITY SERVICE ON CITY  
PROPERTY, AUTHORIZING THE MAYOR AND  
STAFF TO EXECUTE ANY AND ALL  
DOCUMENTS TO EFFECTUATE SAID  
UNDERGROUND UTILITY EASEMENT**

## ITEM SUMMARY

This item is for adoption of Ordinance No. 2026-1942. A new underground utility easement is needed at the location of the former City of Prescott City Hall to allow overhead wires to be placed underground. This easement is being granted to support the construction of the new hotel that will occupy the property.

## BACKGROUND

Due to the design and needs of the new development on the old City Hall site, it is necessary to move some of the overhead electrical service underground.

## FINANCIAL IMPACT

There will be no financial impact on the City of Prescott. APS will pay recordation fees.

## RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2026-1942

## ATTACHMENTS

1. Ordinance No. 2026-1942
2. APS Underground Easement- Shumway

**ORDINANCE NO. 2026-1942**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT (“CITY”), YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE GRANTING OF AN UNDERGROUND UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY (APS) FOR NEW UTILITY SERVICE ON CITY PROPERTY, 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 utility improvements are needed by the City, and granting of this Underground 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 underground 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
CATHEY RUSING, 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 Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2026-1942 is a true, correct and accurate copy of Ordinance No. 2026-1942 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the \_\_\_\_\_ day of \_\_\_\_\_ 2026, 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 \_\_\_\_\_, 2026.

Seal

\_\_\_\_\_  
City Clerk

NE-4-13N-2W  
APN 109-01-069,  
071, 073, 073A  
NWP-25-281  
WA902674  
JGF/RLM

## **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.

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**EXHIBIT “A”**

**(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)  
AS RECORDED IN BOOK 3909 PAGE 203 Y.C.R.**

**APN 109-01-069 and  
APN 109-01-071:**

**Lots 7 and 9, Block 21, CITY OF PRESCOTT, according to the plat of record in Book 4 of Maps,  
page 22, records of Yavapai County, Arizona.**

**(LEGAL DESCRIPTION OF GRANTOR’S PROPERTY)  
AS RECORDED IN BOOK 2124 PAGE 921 Y.C.R.**

**APN 109-01-073 and  
APN 109-01-073A:**

**Lot 11, Block 21, CITY OF PRESCOTT, according to the plat of record in Book 4 of Maps, page 22,  
records of Yavapai County, Arizona,**

**EXHIBIT "B"**  
ARIZONA PUBLIC SERVICE JOB #WA902674

A Utility Easement situated within the Northeast Quarter of Section 4, Township 13 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in handhole marking the intersection of East Goodwin Street and South Marina Street from which an "X" in cement in handhole marking the intersection of East Carleton Street and South Marina Street bears South 01 degrees 22 minutes 04 seconds West, a distance of 703.30 feet;

THENCE South 01 degrees 22 minutes 04 seconds West, along the monument line of South Marina Street, a distance of 200.83 feet;

THENCE departing said monument line, North 88 degrees 44 minutes 53 seconds West, a distance of 50.00 feet to the Southeast corner of Lot 5 and the Northeast corner of Lot 7, Block 21, CITY OF PRESCOTT, according to the plat recorded in Book 4 of Maps, Page 22, Yavapai County Records (YCR);

THENCE continuing North 88 degrees 43 minutes 44 seconds West, along the common line of said Lots 5 and 7, a distance of 144.03 feet to the POINT OF BEGINNING of this Utility Easement description;

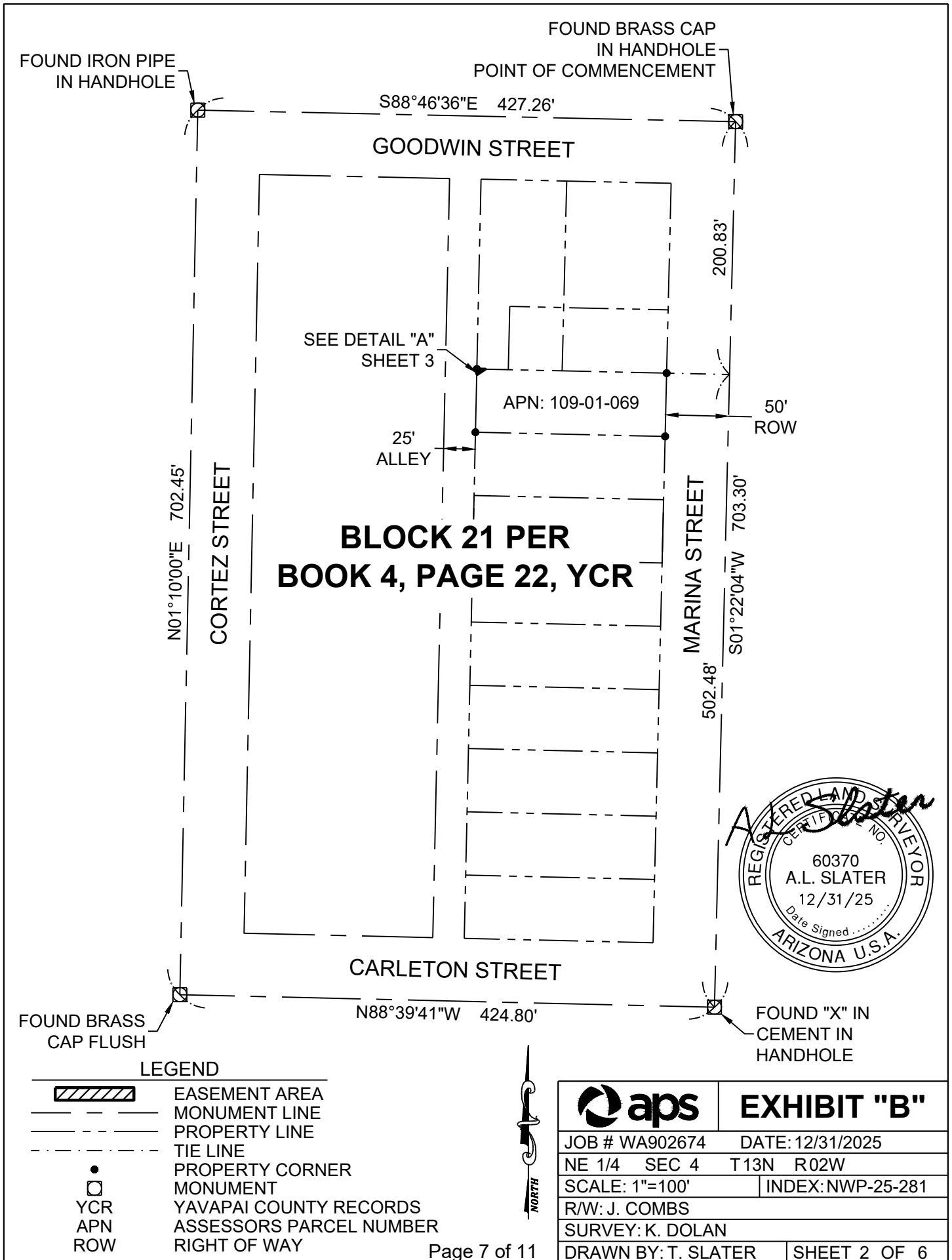
THENCE departing said common line, South 57 degrees 02 minutes 47 seconds West, a distance of 8.16 feet to the West line of said Lot 7;

THENCE North 01 degrees 16 minutes 02 seconds East, along said West line, a distance of 4.59 feet to the Northwest corner of said Lot 7 and the Southwest corner of Lot 5;

THENCE departing said West line, South 88 degrees 44 minutes 53 seconds East, along said common line, a distance of 6.75 feet to the POINT OF BEGINNING.

Contains an area of 15 square feet, more or less.





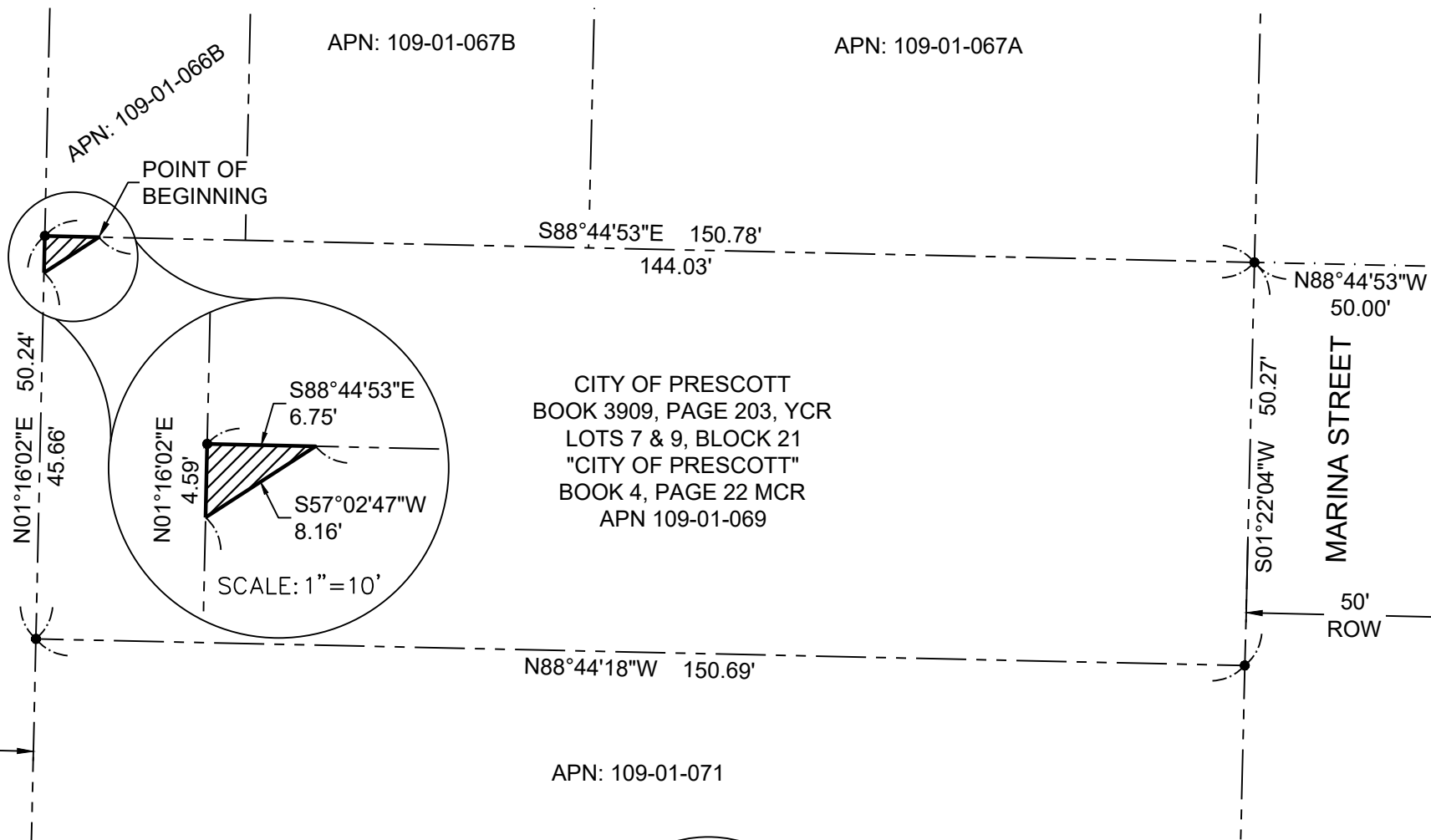
**LEGEND**

- EASEMENT AREA
- MONUMENT LINE
- PROPERTY LINE
- TIE LINE
- PROPERTY CORNER
- MONUMENT
- YCR YAVAPAI COUNTY RECORDS
- APN ASSESSORS PARCEL NUMBER
- ROW RIGHT OF WAY



	<b>EXHIBIT "B"</b>
JOB # WA902674	DATE: 12/31/2025
NE 1/4 SEC 4 T13N R02W	
SCALE: 1"=100'	INDEX: NWP-25-281
R/W: J. COMBS	
SURVEY: K. DOLAN	
DRAWN BY: T. SLATER	SHEET 2 OF 6

# DETAIL "A"



CITY OF PRESCOTT  
 BOOK 3909, PAGE 203, YCR  
 LOTS 7 & 9, BLOCK 21  
 "CITY OF PRESCOTT"  
 BOOK 4, PAGE 22 MCR  
 APN 109-01-069

Page 8 of 11

APN: 109-01-071



	<b>EXHIBIT "B"</b>
JOB # WA902674	DATE: 12/31/2025
NE 1/4 SEC 4 T13N R02W	
SCALE: 1"=40'	INDEX: NWP-25-281
R/W: J. COMBS	
SURVEY: K. DOLAN	
DRAWN BY: T. SLATER	SHEET 3 OF 6

**EXHIBIT "B"**  
ARIZONA PUBLIC SERVICE JOB #WA902674

A Utility Easement situated within the Northeast quarter of Section 4, Township 13 North, Range 2 West of the Gila and Salt River Meridian, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a brass cap in handhole marking the intersection of East Goodwin Street and South Marina Street from which an "X" in cement in handhole marking the intersection of East Carleton Street and South Marina Street bears South 01 degrees 22 minutes 04 seconds West, a distance of 703.30 feet;

THENCE South 01 degrees 22 minutes 04 seconds West, along the monument line of South Marina Street, a distance of 301.37 feet;

THENCE departing said monument line of South Marina Street, North 88 degrees 43 minutes 44 seconds West, a distance of 50.00 feet to the Southeast corner of Lot 9 and the Northeast corner of Lot 11, Block 21, CITY OF PRESCOTT, according to the plat recorded in Book 4 of Maps, Page 22, of Yavapai County Records (YCR);

THENCE continuing North 88 degrees 43 minutes 44 seconds West, along the common line of said Lots 9 and 11, a distance of 138.62 feet to the POINT OF BEGINNING of this Utility Easement description;

THENCE departing said common line of said Lots 9 and 11, South 01 degrees 16 minutes 02 seconds West, a distance of 3.42 feet;

THENCE South 88 degrees 43 minutes 58 seconds East, a distance of 1.13 feet;

THENCE South 01 degrees 16 minutes 02 seconds West, a distance of 27.25 feet;

THENCE North 88 degrees 43 minutes 58 seconds West, a distance of 13.11 feet to the West line of said Lot 11;

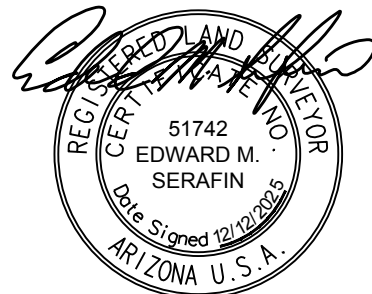
THENCE North 01 degrees 16 minutes 02 seconds East, along the West line of said Lot 11, a distance of 30.67 feet to the Southwest corner of Lot 9 and the Northwest corner of Lot 11, of said Block 21;

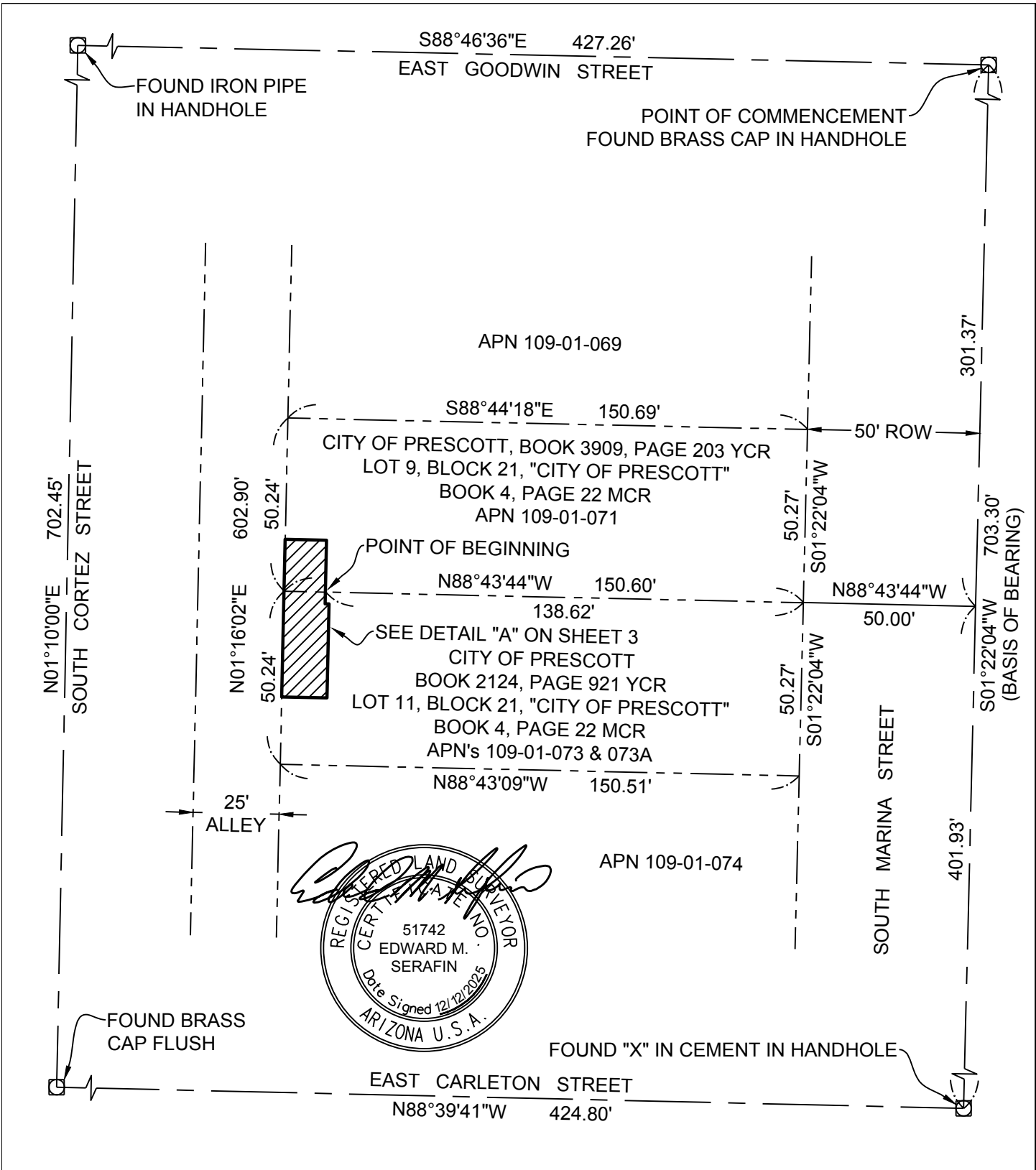
THENCE continuing North 01 degrees 16 minutes 02 seconds East, along the West line of said Lot 9, a distance of 15.08 feet;

THENCE departing the West line of said Lot 9, South 88 degrees 43 minutes 58 seconds East, a distance of 11.99 feet;

THENCE South 01 degrees 16 minutes 02 seconds West, a distance of 15.08 feet to the POINT OF BEGINNING.

Contains an area of 579 square feet, more or less.



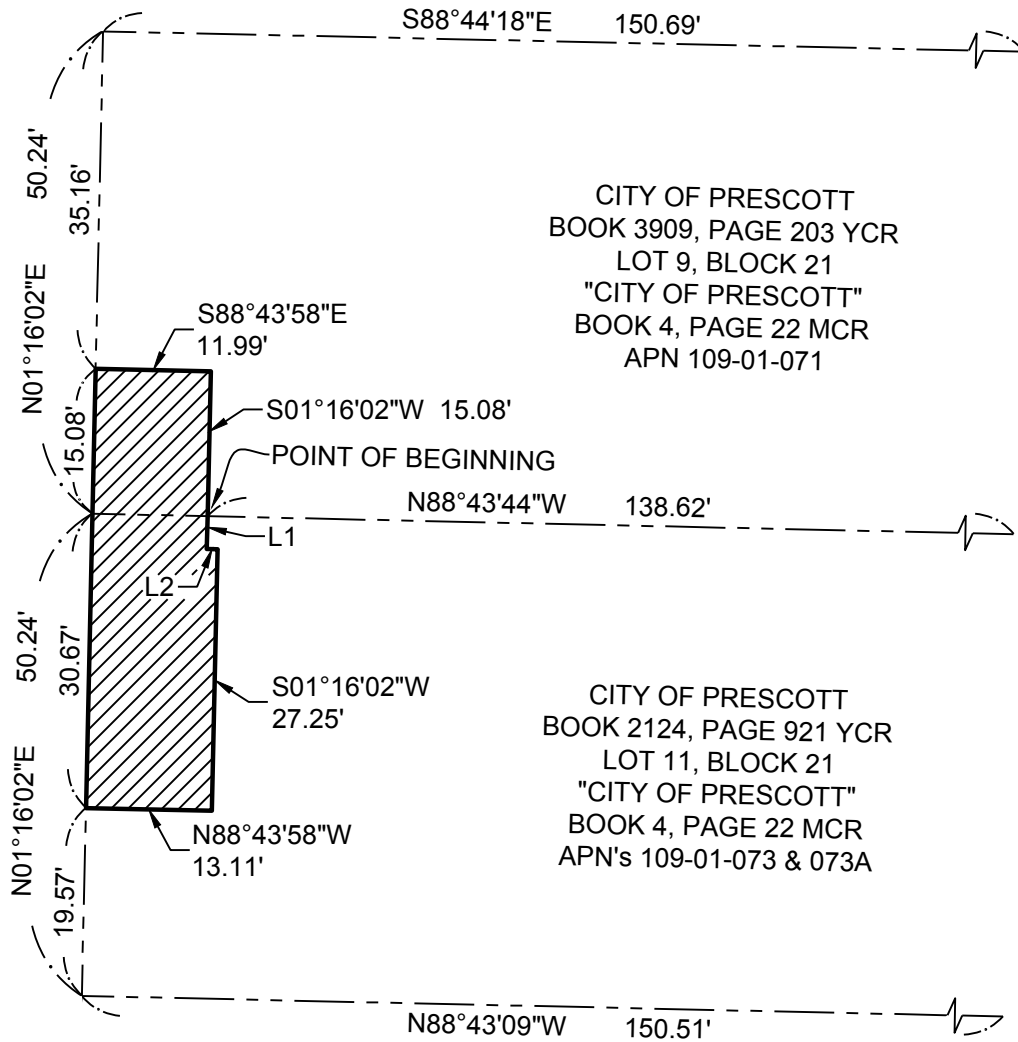


**LEGEND**

	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	TIE LINE
	MONUMENT (AS NOTED)
YCR	YAVAPAI COUNTY RECORDS
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT OF WAY



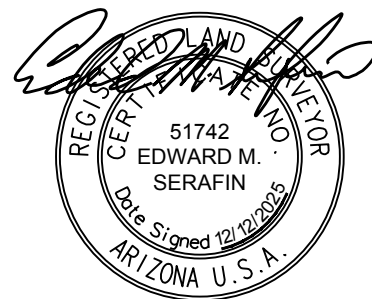
	<b>EXHIBIT "B"</b>
JOB # WA902674	DATE: 12/12/2025
NE 1/4 SEC 4 T13N R2W	
SCALE: 1" = 40'	INDEX: NWP-25-281
R/W: J. COMBS	
SURVEY: K. DOLAN, A. SMITH	
DRAWN BY: E. SERAFIN	SHEET 5 OF 6



CITY OF PRESCOTT  
 BOOK 3909, PAGE 203 YCR  
 LOT 9, BLOCK 21  
 "CITY OF PRESCOTT"  
 BOOK 4, PAGE 22 MCR  
 APN 109-01-071

CITY OF PRESCOTT  
 BOOK 2124, PAGE 921 YCR  
 LOT 11, BLOCK 21  
 "CITY OF PRESCOTT"  
 BOOK 4, PAGE 22 MCR  
 APN's 109-01-073 & 073A

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S01°16'02"W	3.42'
L2	S88°43'58"E	1.13'



**DETAIL "A"**

LEGEND	
	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	TIE LINE
	MONUMENT (AS NOTED)
YCR	YAVAPAI COUNTY RECORDS
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT OF WAY



	<b>EXHIBIT "B"</b>
JOB # WA902674	DATE: 12/12/2025
NE 1/4 SEC 4 T13N R2W	
SCALE: 1" = 20'	INDEX: NWP-25-281
R/W: J. COMBS	
SURVEY: K. DOLAN, A. SMITH	
DRAWN BY: E. SERAFIN	SHEET 6 OF 6



TO: MAYOR AND CITY COUNCIL  
AGENDA: April 28 Voting Meeting  
DATE: April 28, 2026  
DEPT: Community Development  
ITEM #: 11.A  
SUBJECT: **WSA26-007: A Water Service Application**  
Submitted by Michael Taylor Architects. Location:  
130 N Cortez Street, APN 113-15-105A.

## ITEM SUMMARY

This item is for review of Water Service Application WSA26-007 for a mixed-use residential and retail project. The site is located at 130 N Cortez Street.

## BACKGROUND

Per the Amended 2022 Water Management Policy, a Water Service Agreement (WSA) application was submitted for this project for review of estimated water usage and approval of water service. A basic site plan and vicinity map have been provided to show the proposed footprint and location of the project (Attachments 1 & 2).

A demand analysis was prepared by City staff using residential and non-residential water multipliers from the Water Resources Management Model (WRMM). The project consists of an existing four-story building which is currently vacant and has had multiple uses, including a hotel over its long history. The proposed use for the building will be for +/- 3,000 square-foot retail space on the first floor, 6 apartments on the 2nd and 3rd floors, and a new residence on the 4th floor. Based on the WRMM multipliers, the residential demand is estimated at 0.89 acre-feet per year and the retail demand is estimated at 0.02 acre-feet per year, giving a total demand estimate of 0.91 acre-feet per year. Previous water usage for the building over the last 10-years shows no significant usage and the previous demand was estimated at 0 acre-feet per year. There is no proposed landscape or outdoor water use for this development. Upon approval, water will be taken from the residential and non-residential budgets based on the estimated demand for each use. The project's projected water demand falls below the threshold for administrative approval of the water service application. However, given its downtown location and proposed mixed-use nature, the application has been advanced through the Council review process to ensure Council awareness.

A Special Use Permit for this project was previously heard by Prescott Preservation Commission and Planning and Zoning Commission, which both recommended approval. City Council approved the Special Use Permit for the project on October 14, 2025. The Council Subcommittee on Water Issues reviewed the application at the April 7, 2026, meeting and recommended forwarding it to Council for approval.

Applicant has completed the following:  
Planning and Zoning Commission: September 12, 2025  
Application Received: February 24, 2026  
Application Deemed Complete: February 27, 2026  
Water Issues Subcommittee: April 7, 2026  
City Council: April 28, 2026

## FINANCIAL IMPACT

There is no fiscal impact at this time.

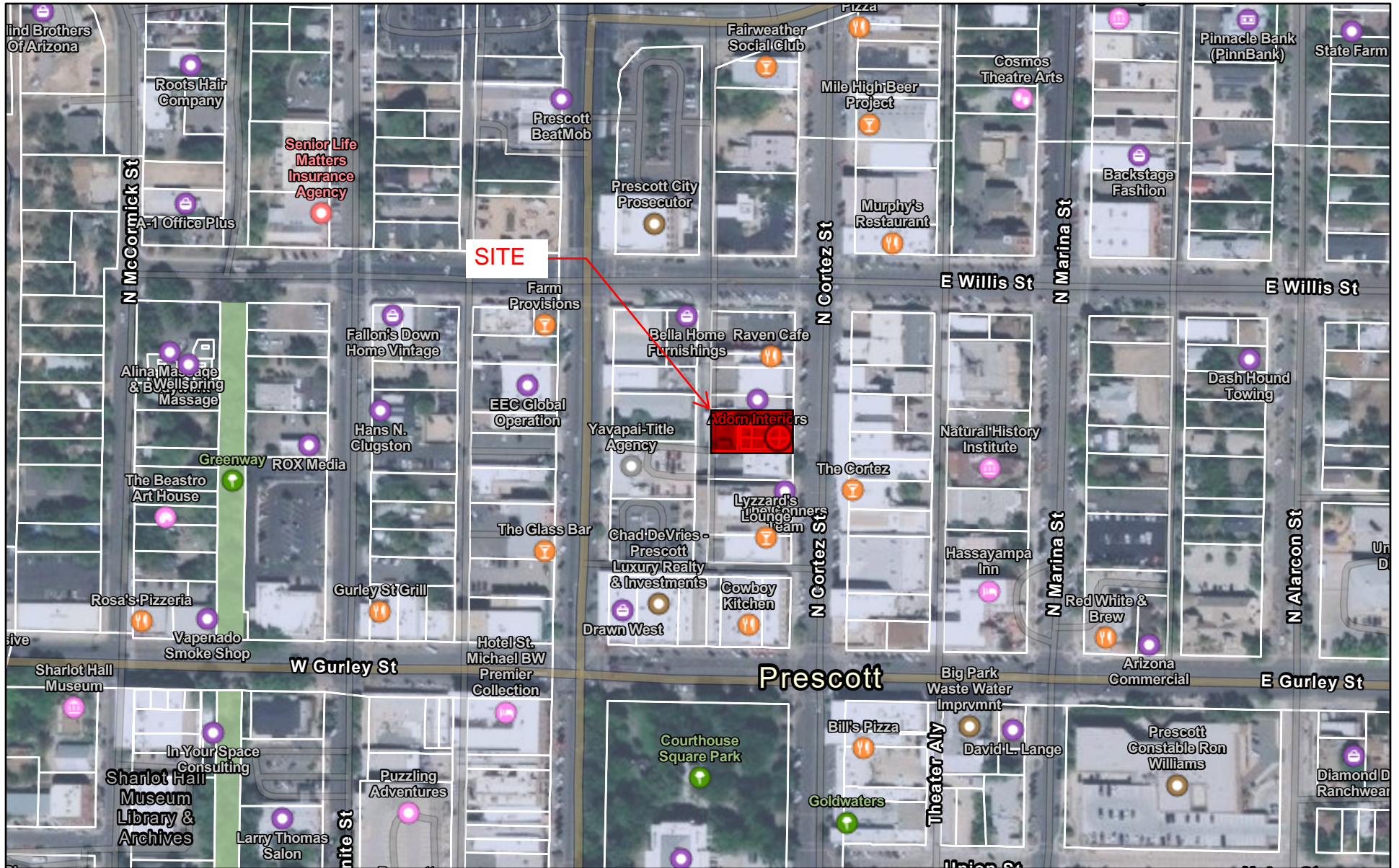
## **RECOMMENDED ACTION**

MOVE to approve or deny WSA26-007

## **ATTACHMENTS**

1. Attachment 1\_Vicinity Map
2. Attachment 2\_Site Plan
3. WSA26-007 Presentation

# 130 N Cortez - Mixed Use Development



3/26/2026

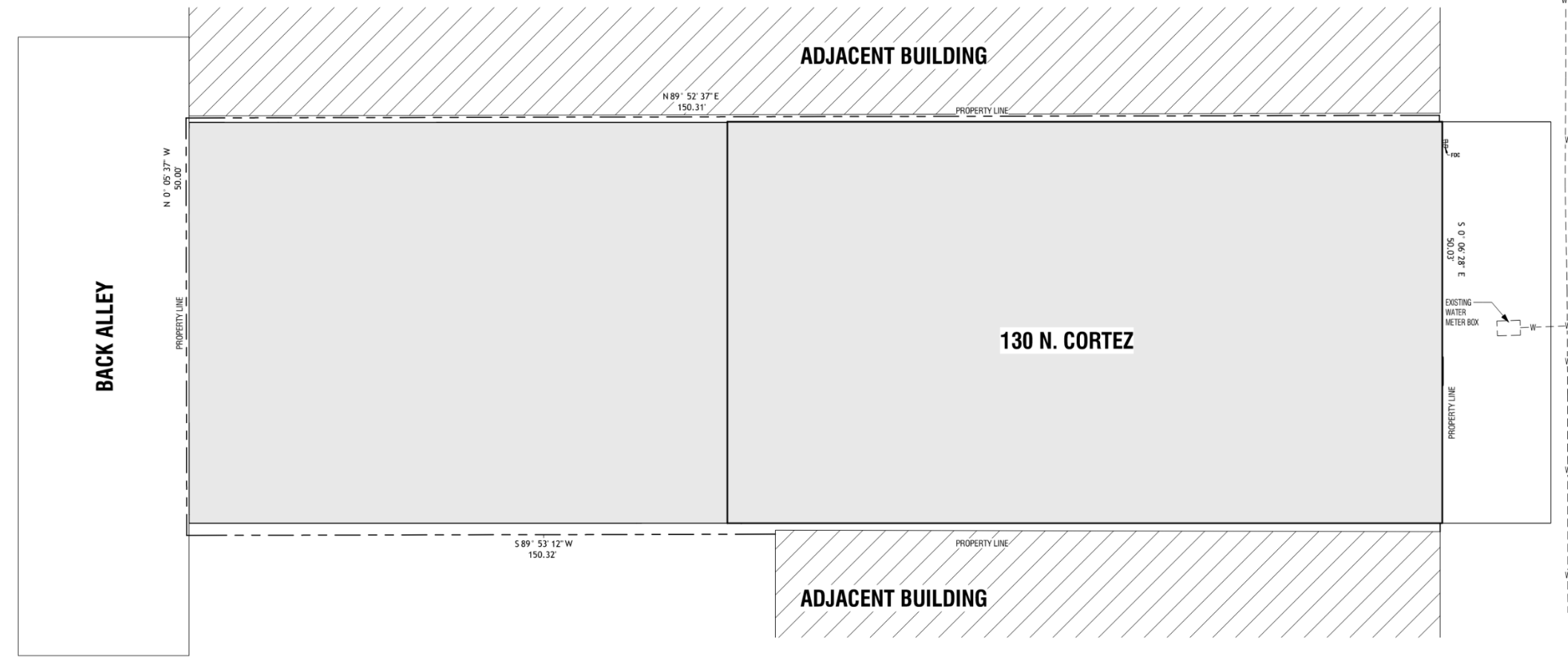


Sources: Esri, TomTom, Garmin, SafeGraph, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Vantor





1 SITE PLAN - preliminary  
1/8" = 1'-0"



### PROJECT NARRATIVE

THE PROJECT IS THE ADAPTIVE RESTORATION OF THE PROPERTY AT 130 N. CORTEZ STREET. THE EXISTING BUILDING SHELL WAS ORIGINALLY BUILT IN 1900. IN 1977 THE STRUCTURE WENT THROUGH A SIGNIFICANT REMODELING THAT INCLUDED STRENGTHENING OF THE EXTERIOR WALLS. THE INTENT IS TO KEEP THE STRUCTURAL IMPROVEMENTS IN PLACE AND IMPROVE ON THEM AS PART OF THE RESTORATION. THE CURRENT STATE OF THE BUILDING INCLUDES FULL DEMOLITION OF THE INTERIOR WALLS, AND THE 1ST (GROUND), 2ND AND 3RD FLOOR STRUCTURES. REMOVAL OF THE 1ST FLOOR INCLUDED OPENING UP THE EXISTING SMALL (+/- 400 SQ. FT.) BASEMENT SPACE.

THE PROPERTY IS INTENDED TO BE RESTORED INCLUDING:

- A NEW FIRST FLOOR (CAPPING AND RE-ESTABLISHING ACCESS TO THE BASEMENT SPACE) INCLUDING NEW INFRASTRUCTURE, AN ELEVATOR SHAFT, NEW INTERIOR STAIRS, A NEW REAR EGRESS STAIR, AND NEW (1920S THEME) FRONT STREET ELEVATION.
- THE 2ND AND 3RD FLOORS WILL BE REPLACED FOR THE USE OF APARTMENTS. THIS RESTORATION WILL INCLUDE CONTINUATION OF THE VERTICAL CIRCULATION MEANS, M/P/E AND STRUCTURAL INFRASTRUCTURE WILL BE INSTALLED.
- THE EXISTING ROOF STRUCTURE WILL BE REMOVED IN PREPARATION FOR THE CONSTRUCTION OF A NEW 4TH FLOOR. THE 4TH FLOOR WILL BE A RESIDENCE (RESPECTING THE HEIGHT LIMITS, AND HISTORICAL REQUIREMENTS OF NOT MODIFYING THE FRONT ELEVATION).

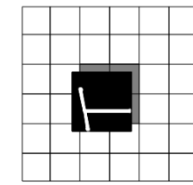
THOUGH THE STUCCO CANNOT BE EFFECTIVELY AND SAFELY REMOVED FROM THE EAST (CORTEZ STREET) ELEVATION, THE INTENT IS TO ADAPT THE FAÇADE TO REFLECT THE EARLY HISTORIC CHARACTER.

AT THE WEST SIDE AN ADDITION TO THE STRUCTURE WILL SERVE AS A PATIO SPACE, CREATING A COVERED PARKING AREA BELOW.

### PROJECT DATA

PARCEL #:	113-15-105A
SUBDIVISION:	130 NORTH CONDOMINIUM
JURISDICTION:	CITY OF PRESCOTT
ZONING:	DTB (DOWNTOWN BUSINESS) ZONING
SETBACKS:	FRONT - 0'-0" RIGHT SIDE - 0'-0" LEFT SIDE - 0'-0" REAR - 0'-0"
ASSESSOR ACRES:	0.17 ACRES (7,405.2 SQ. FT.)
PROJECT ADDRESS:	130 NORTH CORTEZ STREET PRESCOTT, ARIZONA 86301

MICHAEL TAYLOR  
ARCHITECTS, INC.



OVERALL RENOVATION OF EACH FLOOR TO:

130 NORTH CORTEZ STREET

PRESCOTT, ARIZONA 86301

SUBDIVISION: 130 NORTH CONDOMINIUM  
PARC: 113-15-105

DELTA	DATE	DESCRIPTION
	2/20/2026	PERMIT SUBMITTAL

SITE PLAN - OVERALL

AS-000

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## WSA26-007 Application Summary

- Mixed Use with 1 single family, 6 multifamily, & 3000 SF of retail
- Estimated demand for residential – 0.89 AFY
- Estimated demand for retail – 0.02 AFY
- Estimated demand for landscape – 0 AFY
- Previous Usage – 0 AFY
- Estimated Total Demand – 0.91 AFY