

# City of Prescott

## City Council - Voting Meeting



May 26, 2026 | 3:00 PM  
201 N Montezuma Street  
Council Chambers, 1st Floor  
Prescott, AZ 86301

### AGENDA

The following Agenda will be considered by the **Prescott City Council** at its **Voting Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of the meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02. One or more members of the Council may be attending the meeting through the use of a technological device.

#### Viewing & Participation

This meeting may be viewed on Channel 64, Facebook Live or on the City's website: [City of Prescott Live Meeting Feed](#)

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INTRODUCTIONS / ANNOUNCEMENTS**
4. **INVOCATION - Steve Calrow with Baha'i Faith Community**
5. **PLEDGE OF ALLEGIANCE - Councilman Gambogi**
6. **PROCLAMATIONS**

A. Arizona Crisis Team (ACT) Week

7. **OPEN CALL TO THE PUBLIC**

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

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

## 8. **CONSENT AGENDA**

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

- A. Approval of Meeting Minutes from the May 11, 2026 Budget Workshop II, the May 12, 2026 Executive Session, the May 12, 2026 Study Session, and the May 12, 2026 Voting Meeting.
- B. Approval of City Contract No. 2026-125 with SkyWest Airlines for a Transportation Service Agreement Associated With a New Service Frequency Between Prescott and Denver.
- C. Approval of City Contract No. 2026-069A1, an Amendment to City Contract No. 2026-069 for Updated Lease Terms on a Lease Agreement with EagleAir.
- D. Adoption of Resolution No. 2026-1989, Approving City Contract No. 2026-162, an Intergovernmental Agreement (IGA) Between Yavapai County Community College District dba Yavapai College and the City of Prescott for a Joint Use of Facilities Agreement.
- E. Adoption of Resolution No. 2026-1990, Approving City Contract No. 2026-184, an Intergovernmental Agreement (IGA) Between the City of Prescott and Yavapai County for the Repaving & Transfer of Right-of-Way on Overland Road Leading to the Prescott National Cemetery.
- F. Approval of Night Work on SR89, Between Phippen Trail Roundabout and Willow Lake Road Roundabout.
- G. Approval of City Contract No. 2024-228A1, an Amendment to City Contract No. 2024-228 for an Extension of the Tolling Agreement by and Between the City and Arizona Eco Development.
- H. Approval of City Contract No. 2026-194 an Agreement for a City of Prescott Volunteer Representative to NAMWUA.
- I. Approval of Acceptance of Rural Business Development Advisory Grant.

## 9. **CONSENT ORDINANCE**

Recommended Action: MOVE to adopt Consent Ordinance Item 9.A.

- A. Adoption of Ordinance No. 2026-1946 Authorizing the Acceptance of Two (2) Public Water Line Easements and One (1) Public Drainage Easement.  
**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ("CITY"), YAVAPAI COUNTY, ARIZONA, AUTHORIZING ACCEPTANCE OF TWO (2) PUBLIC WATERLINE EASEMENTS AND ONE (1) PUBLIC DRAINAGE EASEMENT FROM THE EFFECTED PROPERTY OWNERS OF THE CITYWIDE SMALL WATER MAINS PHASE II PROJECT, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENTS**

## 10. **REGULAR AGENDA**

- A. Public Hearing and Approval of Program Year 2026 (PY26) Community Development Block Grant (CDBG) Annual Action Plan.  
**Recommended Action: 1) MOVE to close public hearing regarding PY26 CDBG Annual Action Plan; and 2) MOVE to approve PY26 CDBG Annual Action Plan**
- B. Presentation, Discussion & Approval of the City's Special Events Sponsorship Policy.  
**Recommended Action: MOVE to approve the Special Event Sponsorship Policy**
- C. Adoption of Resolution No. 2026-1986 Setting Certain Citywide Fees & Approving a Citywide Fee Schedule for Fiscal Year 2027, and Adoption of Ordinance No. 2026-1947 Amending Prescott City Code 4-7-5.

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE IV, CHAPTER 4-7, SECTION 4-7-5, AMENDING THE ANNUAL ADJUSTMENT OF FEES**

**Recommended Action: 1) MOVE to adopt Resolution No. 2026-1986; and 2) Ordinance No. 2026-1947**

**11. ADJOURNMENT**

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

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

## CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 5/21/26 at 11:00 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: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: City Clerk  
ITEM #: 8.A  
SUBJECT: Approval of Meeting Minutes from the May 11, 2026 Budget Workshop II, the May 12, 2026 Executive Session, the May 12, 2026 Study Session, and the May 12, 2026 Voting Meeting.

## ITEM SUMMARY

This item is for the approval of the May 11, 2026 Budget Workshop II, the May 12, 2026 Executive Session, the May 12, 2026 Study Session, and the May 12, 2026 Voting Meeting. Staff recommends approval of the minutes as presented.

## BACKGROUND

None.

## FINANCIAL IMPACT

There is no fiscal impact associated with this item.

## RECOMMENDED ACTION

MOVE to approve minutes as presented

## ATTACHMENTS

1. May 11, 2026 Budget Workshop II Minutes
2. May 12, 2026 Executive Session Minutes
3. May 12, 2026 Study Session Minutes
4. May 12, 2026 Voting Meeting Minutes



# City of Prescott

## City Council - Budget Workshop Meeting

May 11, 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 1:01 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 Fiscal Year 2027 Budget Workshop II.

Finance Director Lars Johnson provided a presentation to the Council for the Public Works, Community Development, Recreation Services and the Airport budgets as well as the capital improvement plan for the next five years. He added that there will be time for additional discussion at the May 26 Voting Meeting.

##### Capital Improvement Program Overview (FY27-31):

- \* Five year capital plan
- \* Future year columns are within the five year period whose project may continue beyond the five-year period
- \* \$862,484,522 total
- \* Full details for each project are available on the city website
- \* Fund types - internal service funds, enterprise funds, capital project funds, special revenue funds and the general fund

Councilman Garing asked how many projects in the capital plan are related to centralization.

Public Works Director Gwen Rowitsch responded that as part of the budget there is a plan to have a study conducted and that will likely come back to the Council in July for approval.

City Manager Dallin Kimble continued with a review of the Council's Strategic Plan and how that ties into the upcoming fiscal year budget.

\* Priority #3 Infrastructure

- Safe/efficient flow of traffic and transportation: root-cause analysis budgeted for FY27, Dexter/Near North Business District Pedestrian Study, and Downtown Prescott Safe and Smart Streets Initiative

- Championing regional road network: funding for Yavapai Plan, capital projects on Hwy89 and Willow Creek Road

- Long-term water management plan funding in FY27 budget

- Five-year capital plan includes: rodeo grounds improvements, utility condition analysis and replacement plan and airport passenger terminal parking/terminal development plan

\* Priority #4 Preserving, Protecting the Natural Environment and Community Livability

- Trail connectivity, outdoor recreation and wildlife corridors: land development code update in community development budget and ongoing work with Yavapai Plan and regional partners

- Parks and Recreation Master Plan: future investment priorities, funding mechanism and timelines

- Open Space Acquisition Framework consultant in FY27 budget

- Library Services expansion for North Prescott: five-year capital plan (FY29) 100% funded through donations

Community Development Director Chelsea Walton continued with a review of the Community Development department budget. The department's mission was updated a few years ago to complement what the Council established overall. Twenty-six total employees in six functional areas, including Water Resources, Operations, Neighborhood Services, Building Safety, Planning and Zoning and Private Engineering Review.

Sources of Funding:

- \* General Fund Program Revenues - 74%

- \* Special Revenue Fund - 19%

- \* Enterprise - 7%

- \* Expenditure Summary - \$4,296,262 for FY27

Mayor Rusing commented that several years ago the Council approved outsourcing plan review and asked staff how that is being handled now.

Ms. Walton responded that this is not a process the Comm Dev department does at this time. There are retained contracts for on-call services should the need arise, but there is no funding going to that at this point.

Councilman Grady asked about the variation in other services and charges from year to year.

Ms. Walton responded that this section addresses grant funding, land development code updates, operational analysis, fee study updates, general plan updates, and historic preservation master plan etc. Not all the budgeted expenses from FY26 were expended, so they are contained within the FY27 budget.

Water Resources:

- \* Enterprise Funds - 71%
- \* Debt Service - 27%
- \* Program Revenues - 2%
- \* Expenditure Summary - \$2,905,233 for FY27

Recreation Services Director Kristy Diaz-Trahan continued the presentation with an overview of the department and budget. There are five divisions including facilities maintenance, park maintenance, recreation, trails/natural park and administration.

Recreation Services Metrics:

- \* 13,044 hours of field time used in one-year
- \* Hosted 18 tournaments
- \* 260,000 people served
- \* 667 ramadas reserved, serving nearly 17,000 people
- \* Special needs adults program serves approximately 7,000 people annually
- \* Special events serves approximately 300,000 people annually
- \* Trail and natural parkland 1 million people per year on the city's trail networks

Mayor Pro Tem Fruhwirth asked if there is a strategy for the department to use temporary employees or to turn them into full-time employees eventually.

Ms. Diaz-Trahan responded that it is both, Recreation Services has seasonal needs for temporary employees and eventually turning one position into a full-time equivalent.

Councilman Gambogi commented that he would like to also see the metrics broken down into age groups to ensure that the city is serving a variety of age ranges.

Funding Sources:

- \* General Fund Tax Base - 39%
- \* Enterprise Fund Golf Course - 30%
- \* Special Revenue Funds - 25%
- \* General Fund Program Revenues - 6%
- \* Expenditure Summary (excluding golf & facilities funds) - \$11,928,673 for FY27
- \* Golf Course Fund Summary - managed by Indigo Golf; \$119,697 total General Fund transfer in

Councilman Garing asked about the restrooms at the golf course.

Ms. Diaz-Trahan responded that these issues are already in the process of being addressed.

Councilman Ruby asked if there has been consideration for a tiered fee for use if someone is not a resident of the city.

Ms. Diaz-Trahan stated that there is not currently a tiered rate, however, the cost is dynamic pricing, but it is something that has been discussed.

Mayor Pro Tem Fruhwirth commented that there has been feedback from the public regarding the pricing and she feels there should be a discounted cost for city residents. Staff needs to benchmark how this is handled by other communities with public courses to ensure city residents are being treated fairly, and improvement costs are being better recovered.

Ms. Diaz-Trahan confirmed.

Recreation Services Capital Budget:

- \* FY27 Total - \$5,220,000
- \* Over the full 5-year plan - \$18,435,000

Council and staff discussion regarding creating a safety drop-off area at Granite Creek Park for use of the splash pad during the summer months.

Facilities Maintenance Funding Sources:

- \* General Fund Tax Base - 52%
- \* Special Revenue Funds - 39%
- \* Enterprise Funds - 5%
- \* Internal Services Funds - 4%
- \* Expenditure Summary - \$7,956,620 for FY27
- \* FY27 Capital - \$5,333,750
- \* Five-Year Capital - \$19,395,214

Mayor Pro Tem Fruhwirth commented that she would like to see a line item for each fiscal year to be dedicated to deferred maintenance of facilities.

Airport Director Rick Crider continued with an overview of the department and budget. There are three divisions including capital, operations and administration.

Funding Sources:

- \* Capital Grants - 71%
- \* General Fund - 16%
- \* Airport Revenue - 13%

Airport Operations Expenditures Summary:

- \* \$22,795,622 for FY27
- \* Capital FY27 - \$2,577,816
- \* Five Year Capital - \$11,222,816
- \* Grant Funded Capital - \$16,905,279 in FY27 and \$162,226,056 for five-year plan
- \* Funding Sources - federal grants, state grants, and general fund airport

***Council recess at 3:07 p.m., reconvene at 3:23 p.m.***

Public Works Director Gwen Rowitsch provided a presentation to the Council regarding the department which is looking at \$78 million in operating funds and \$83 million in capital over five divisions for FY27.

Engineering & Administrative Services:

\* Expenditure Summary FY27 - \$3,016,059

City Engineer Randy Perham continued the presentation regarding the Yavapai County Flood Control District, which provides funding through an annual IGA in the amount of approximately \$890,000 to address drainage and roadway improvements. FY27 budget projects include: 1. Advance projects to reduce flooding risks, 2. Dexter Drainage Improvements and 3. Hornet Drive Drainage Improvements.

Environmental Program Manager Matt Killeen continued the presentation regarding the department's Environmental Services Division and the healthy lakes program, which supports water-based recreation as a key economic driver by monitoring and treating the city's four lakes with the following: 1. Watson Lake phosphorus and muck treatment, 2. Upper Goldwater Lake muck treatment, and 3. the Groom Creek diversion structure improvements. These projects save the city approximately \$263,000 annually. He also discussed the Green Stormwater Infrastructure Program, which works on advanced watershed restoration to improve water quality, recreation and riparian health, supporting cleaner and more consistent flows to Watson/Willow/Goldwater Reservoirs. Several projects over the next fiscal year include: 1. South Montezuma right-of-way, 2. Peavine swale and buffer between city facilities and trail, and 3. Stricklin Park.

Finance and Business Operations Manager Carey Oberheim discussed the process of accreditation through the American Public Works Association which is a nationally recognized mark of excellence. The Administrative department will be tackling that this fiscal year and the department hopes to be back before Council regarding that next year.

Fleet Services:

\* Expenditure Summary FY27 - \$2,525,251

\* Revolving inventory - increase for parts inventory, varies based on repair needs and additional vehicles

\* Gas, Oil & Lubricants - shop supplies to support maintenance increase for additional vehicles

\* Software Systems & Maintenance - cost increases for fleet software

\* Maintenance, Machinery & Equipment - includes generator contract and expanded maintenance needs

Utilities Manager Steve Olfers continued with an overview of the utility division of the Public Works department.

Utility Operations:

\* Expenditure Summary FY27 - \$34,577,992

\* Lead & Copper Program - comply with US Environmental Protection Agency requirements, identify and inventory all service connections

\* South Tank Repair - finalize materials and vendor selection, construction scheduled for October 2026

\* PFAS Study - develop treatment strategy, evaluate cost to connect to other

systems

\* Water Distribution

- Insert-a-valve program: enhance system control through installation on pressurized mains, reduce service disruptions by minimizing shutdown areas
- Weed abatement: provide contracted vegetation management at remote sites and easements, mitigate fire risk and support ongoing system maintenance

Capital Program Manager Tim Sherwood provided an overview for Water Production and Distribution Capital:

- \* Citywide Water Main Replacement Program - \$6 million for FY27
- \* Zone 24/27 Water Pipeline Upsizing - \$2.25 million for FY27
- \* Water Meter Replacement Program - \$3.14 million for FY27
- \* Copper and Lead Pipe Inspection - \$7000,000 annually
- \* Deep Well Water Main Upsize DA - \$500,000 for FY27
- \* Pioneer Parkway 16" Water Main - \$650,000 for FY27
- \* Age & Condition Infrastructure Study - \$300,000 for FY27
- \* Zone 61 Water Main Upgrade - \$200,000 for FY27
- \* Zone 41 Mingus Pump Station, Tank & Pipeline - \$2.5 million for FY27

Mr. Johnson continued with a review of the water fund for the next five years and stated that the current rate study goes through FY29. This is all monitored on an ongoing basis to determine funding for projects.

Wastewater Collection Projects:

- \* Lift station repair program - upgrade pumps and control panels
- \* Trenchless repair program - rehabilitate pipelines using pipe bursting methods, perform targeted sewer main point repairs
- \* Manhole repair and replacement program - improve system integrity and access
- \* Centralization cost analysis - evaluate costs and benefits of system centralization to support long-term planning

Wastewater Treatment:

- \* Aeration Diffuser Membrane Replacement - replace membranes to improve air distribution and process efficiency
- \* Blower Rehabilitation & Repair - rehabilitate blowers to provide air to the treatment process
- \* Traveling Bridge Filter Rehabilitation - rehabilitate mechanical components in FY27, following media replacement completed in FY25

Wastewater Collection Capital:

- \* Sundog Trunk Main Phase C3 - \$8.65 million for FY27
- \* Deep Well Wastewater and Airport Distribution Loop - \$2.5 million for FY27
- \* Willow Creek Gravity Sewer - \$7.8 million for FY27
- \* Prescott East Airport Regional Lift Station - \$750,000 for FY27
- \* Prescott Lakes Parkway Lift Station - \$250,000 for FY27
- \* Wildwood Gravity Sewer Improvements - \$1.3 million for FY27
- \* Lillian Lane Receiving Station Upgrading and Pipeline - \$400,000 for FY27
- \* Willow Lake Dam Repair/Discharge Valve - \$250,000 for FY27

Wastewater Treatment Capital:

\* Centralization Effluent and Wastewater Pipelines and SR89 Improvements - \$2.3 million for FY27

\* Centralization AWRF Solids Handling Facility - \$6.2 million for FY27

Member of the public Sundrop Carter addressed the Council regarding funding for bike lanes throughout the city. Many of the lanes throughout the community are not safe for the cyclists or drivers, she encouraged the Council to prioritize the needs of people and not just improving roads for cars. She added that members of the public are at work and not able to attend meetings so the Council needs to look at alternative times.

Member of the public Tony Hamer addressed the Council he echoed comments that these are serious numbers and the community needs to be involved. He encouraged the city manager to do a scenario analysis. Needs to look beyond tourism revenue, he also commented that he is concerned about the age of the city's infrastructure and need a 20-year capital projection.

The balance of the Public Works division discussions were continued to a future Budget Workshop to be scheduled.

***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 5:02 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 May 11, 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

May 12, 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  
Mary Frederickson - Councilwoman  
Ted Gambogi - Councilman  
Jim Garing - Councilman  
Patrick Grady - Councilman  
Jay Ruby - Councilman

**3. CALL TO ENTER EXECUTIVE SESSION**

**MOTION BY MAYOR PRO TEM FRUHWIRTH TO CONVENE EXECUTIVE SESSION;  
SECONDED BY MAYOR RUSING: PASSED (7 - 0)**

**4. LEGAL MATTERS**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 9:00 AM on Tuesday, May 12, 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 for Legal Advice and to Consider the City's Position and to Instruct its Attorneys and Necessary City Employees Regarding the Possible Extension of a June 19, 2024 Tolling Agreement Between the City and AED, Pursuant to A.R.S. § 38-431.03(A)(3 and 4)
- B. Discuss & Consider the Annual Employment Review of the City Manager, Pursuant to A.R.S. § 38-431.03(A)(1).

**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 10:29 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 May 12, 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



May 12, 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 1:00 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 an Operational Analysis of the Community Development Department.

City Manager Dallin Kimble introduced the discussion regarding a presentation of the Community Development Department Operational Analysis conducted by Raftelis Consultants.

Raftelis Vice President Jonathan Ingram provided the presentation and introduced Rebekka Hosken and Susan Healy Keene who were the Senior Advisors on this analysis.

##### Project Goal:

- \* Provide specific recommendations regarding customer-focused operational and technological enhancements for the city to consider
- \* Process began in November 2025 and will wrap in July 2027 with a plan to be adopted by the Council

##### Project Inputs:

- \* Document review
- \* Staff interviews and survey
- \* Mayor and Council interviews
- \* Stakeholder survey
- \* Peer benchmarking
- \* Process mapping
- \* Data analysis

Recommendations:

- \* Staffing and structure
- \* Process improvements
- \* Technology and data
- \* Communication and accountability

Ms. Hosken continued with the recommendations on staffing and structure. Currently, the department structure is twenty-six full-time equivalents (FTEs) over five divisions, and the permit system is managing relatively stable demand today, but volume is likely to increase over the coming decade.

Recommendations Staffing & Structure:

- \* Address vacancies and retention in department
  - 15% vacancy rate during review
  - Multi-year turnover in key roles
  - Compensation and housing cited as drivers
  - One-year training curve for technical hires
  - Partner with HR to improve retention
  - Eliminate vacancy-related delays
  - Preserve institutional knowledge
- \* Build opportunities for employee succession
  - Imminent retirement risks for key roles
  - Limited internal promotion paths
  - Lack of embedded succession planning
  - Create clear career ladders (ie Technician to Manager)
  - Improve retention
  - Reduce external recruitment needs
- \* Add 1 FTE to Water Resource Division
  - Water management is critical to future growth
  - Permit processing diverts staff from long-term planning
  - Complex development agreements require oversight
  - Dedicated permit review capacity
  - Focus long-term resource planning
  - Staff redundancy for leave or illness
- \* Add 1 FTE Management Analyst to Operations Division
  - Limited capacity for data analysis
  - Performance improves when data is reviewed
  - Current reviews are inconsistent
  - Consistent performance reporting
  - Development of customer service standards
  - Improved public transparency
- \* Add 1 FTE Administrative Position to Operations Division
  - Unusual lack of administrative support compared to peers
  - Technical staff perform inefficient administrative tasks
  - Targeted support for Planning and Code Enforcement
  - Frees up existing technical capacity
  - Faster reviews
- \* Reorganize and Move Development Services Representatives, Engineers and Neighborhood Services to align with technical specialties
  - Unusual structure compared to peers

- Engineering is temporary based upon vacancy
- Work aligns better with technical divisions
- Align DSRs with Building
- Align Engineering with Director
- Align Code Enforcement with Planning

Recommendations Process Improvements:

- \* Will require committed management attention and Council support, but can all be done administratively
- \* Formalize Water Resources participation thresholds and accountability in the pre-application conference (PAC) process
  - No formal triggers for Water Resources review
  - Lack of formal escalation process for complex PAC projects
  - Clear review thresholds
  - Reduced resubmittals through upfront clarity
- \* Add Water Resources review steps to CentralSquare workflow to eliminate manual workarounds
  - Manual coordination creates handoff risks
  - Staff maintain redundant, parallel tracking systems
  - Improves efficiency through software integration
  - Eliminates manual workarounds
  - Increases visibility for all reviewers and consistent knowledge of requirements
- \* Two factors observable at intake are associated with longer permit durations and higher correction rates - most of what determines how long a permit takes is predictable from the start and each extra round of review adds about 48% to the total time/each extra department involved adds about 43%. Both can be managed by the city
- \* Review and update submittal checklists by permit type to address the most common applicant errors
  - Multiple reviews frustrate customers
  - 27.8% of 2025 applications required extra rounds
  - Faster processing
  - Higher customer satisfaction
  - Empowers staff to reject incomplete applications
- \* Enhance education to applicants in preparing submittals
  - Incomplete submittals drive delays
  - Applicants seek better upfront guidance
  - Data identifies highest-correction permit types
  - Faster reviews via targeted education
  - Consistent follow-through on PAC comments
- \* Create financial incentives to reduce applicant submittals
  - Initial fees may not cover multiple review cycles
  - Third-round review charges are common in the industry
  - High application quality
  - Fewer resubmittals means faster review
  - Full cost recovery for technical staff time
- \* Include additional project types in the PAC process and incorporate administrative policy changes to improve effectiveness
  - PAC is popular but often excludes design teams and results in repeated

issues or misinterpreted outcomes

- Use second PAC meetings for complex designs
- Flag projects needing second PAC before formal submittal
- Use neutral language to not insinuate approval

\* Implement processing time service level standards for DSP processes

- Time standards are tracked internally but not actively communicated
- Time standards are not used for internal staff performance accountability
- Time standards focus on individual technical review cycles versus overall

process timelines

- Published and transparent time standards build credibility
- Tracking of time standards provides insight into issue areas in need of

process improvement

- Tracking of time standards allows managers to hold staff accountable for performance

### Recommendations Technology & Data:

\* Current system is good and can be optimized

\* Establish a Technology User Group within department

- Staff noted a variety of technological issues requiring manual workarounds and reducing efficiency

- Staff were unaware of the status of technology issues

- Existing CentralSquare software generally meets needs but need some

tweaks

- A department technology user group would bring staff from across the department together to identify and prioritize needed improvements to continue improving operational efficiency

- User Group can meet with and direct IT technical capacity on addressing

needs

- User Group can address staff training needs to communicate status of tech issues to other staff

\* Dedicate external consultant staff capacity or internal city IT staff capacity to address department technology needs

- Many of the identified technology gaps are minor but require focused capacity to resolve with vendor

- City IT staff have not had the capacity to do so on a timely basis

- CentralSquare requires technical expertise and vendor knowledge to

rapidly address issues

- Department requires dedicated IT capacity, consultant or in-house position to optimize its technology for processing efficiency

- Skilled and knowledgeable consultant could focus on User Group priorities to improve technology rapidly in the short term

\* Continue moving forward data-driven management and process improvement

- Department has access to thousands of operational data records from its CentralSquare system

- There is limited capacity to analyze the data to drive improvements

- Transparency and credibility for department are based upon data driven metrics and visible improvements

- A Management Analyst position can build and maintain a consistent data analysis and reporting function

- Provide answers to Council and public questions about processing times,

service levels and staffing needs

\* On-time performance has recovered from a 2024 decline, though it varies across permit types and remains below 90%; 87% of permits were processed on time in 2025 up from 73% two years before

Recommendations Communication & Accountability:

\* Build community confidence in the department through consistent and proactive communication and transparency

- Interviews showed that policymakers, the public and internal staff were frustrated by a perceived lack of communication

- Management and staff have focused on internal operations and now need to communicate their work proactively

- Proactive performance reporting

- Quarterly summaries of process improvements, project volumes and emerging issues

- Early escalation of high-profile issues

Next Steps:

\* Incorporate Mayor and Council feedback into report

\* Deliver final report for city

\* Conduct staff implementation workshop

\* Provide detailed implementation action plan

Councilman Gambogi commented that he supports moving forward with an action plan, and encouraged Council and staff to communicate when they have questions.

Mayor Rusing stated that she would be in favor of seeing revised processes and order for approval that might make things easier.

Councilman Garing commented that the checklists seemed like a significant project and asked what that would look like.

Mr. Ingram agreed, it is a big undertaking but helpful to make sure that the process is helpful and understandable. Should be concise direction, and added that the addition of the Management Analyst position would be able to work on that. They will put together a planned implementation and then have a workshop with staff to determine how that will be lined up and determine what is reasonable to accomplish and integrate with all the other work staff is doing.

City Manager Dallin Kimble addressed Council questions regarding additional positions being included in the upcoming fiscal year budget. If the Council is in support, the positions could be added.

Mayor Pro Tem Fruhwirth commented that so many of the frustrations of local business owners and contractors would be alleviated with these checklists and appropriate order of operations. Feels it would be helpful if there is an online database where an applicant could look and see where their application is at in the process. She added that she is in favor of up-charging when people don't do the process the way they are supposed to particularly to help cover expenses of

additional FTE positions.

Councilwoman Frederickson stated that the most alarming thing for her when reviewing the report was the consistent vacancies. Even at the level of leadership, it is a problem for efficiency.

Councilman Ruby suggested having not only the electronic checklists and training sessions, but also perhaps quarterly in-person training opportunities. He also asked how many of the staff members own their home in the city of Prescott.

Community Development Director Chelsea Walton commented that she doesn't have a specific number but does know that there are a number of employees that don't live in city limits and that does play a part in recruitment.

Mayor Rusing addressed the importance of Community Development and having a "yes" culture in the department. This is a good start.

Member of the public Sandy Griffis addressed the Council and stated that divisions everywhere face these same challenges, but the special part in Prescott is the employees. She likes the concept of quarterly proactive reporting on performance improvements. The additional round of reviews are not necessarily for complex projects, there can be 10 issues and only two of them are addressed when they are returned, which is not the fault of the city or staff and firmly believes that extra round reviews should be charged. Additionally, there is an existing valid checklist that just needs to be reviewed with the industry. This department staff needs to be treated with respect and admiration for the work they do.

Member of the public Michael Taylor addressed the Council as a "frequent flyer" for the last 42 years, it has grown and expanded as a department and the level of work they are required to do is so much more involved than it used to be. When the department moves up a step it is because of the staff, and the consumers see that. Need to raise the retention of the staff. He expressed his support for the 17 recommendations from Raftelis.

Member of the public Shane Shumway addressed the Council, his company has done multiple projects in Prescott and has worked closely with Community Development on those. In other municipalities you'll see siloing of departments, but that doesn't exist here in Prescott and that helps move projects forward more seamlessly, which he has found to be very efficient. He added that the responsiveness of city staff is really helpful.

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

- B. Presentation & Discussion Regarding the Charter Review Committee Additional Proposed Charter Revisions for Council Consideration and Addition to the Ballot of the City's Special Election to be Held November 3, 2026.

City Clerk Sarah Thornhill introduced the presentation and reminded the Council of the two Charter Amendments they have already approved to be placed on the November Special Election ballot. She stated that Committee Chair Bonnie

McMinn would be reviewing two additional proposals that will come before the Council to take action on at the June 9 Voting Meeting as well as highlight additional proposals that the Committee is finishing up on for possible consideration by the Council.

Mayor Rusing reviewed her suggested criteria for potential Charter Amendments that she feels the Council should consider.

Chair McMinn provided a presentation to the Council regarding the proposed amendments that the Committee has approved for forwarding to the Council for potential adoption.

Article II, Section 18 - Consideration of Petitions:

- \* Would retain the 60-day comment period
- \* Add a public meeting at which public comment is taken
- \* In the interest of transparency
- \* This was unanimously recommended

Mayor Rusing asked if this was in response to the current process of having the petitions go to the Consent Agenda. She stated that she is concerned that if the petition was frivolous it wouldn't get pulled and would be denied. This is well intentioned but she has concerns.

Councilman Grady asks how the Committee would respond to concerns that this would promote a surge of petitions.

Chair McMinn responded that she understands those concerns, but this exact Council will not be on the dais in two years and there may not be a call to the public or the commitment to transparency. This would guarantee that there is discussion rather than just going onto consent with no discussion.

Ms. Thornhill stated that this would allow the petitions to return to the Council without specific prior direction on how they would like to proceed with the petition.

City Attorney Joseph Young added that it would lay out a process for how the items come back to the Council without controversy.

City Manager Dallin Kimble commented that it now takes the Mayor or two members of the Council to place something on an agenda. This proposal would, in theory, allow any citizen to add an item to the agenda which could become problematic. He suggested a criteria or threshold for petitions that would include perhaps a minimum number of signatures before a petition can come before the Council

Mayor Pro Tem Fruhwirth stated that she likes the concept of a threshold for signatures before something is placed on an agenda for consideration. She doesn't want to invest a lot of staff time if there isn't an interest from a majority of Council to move forward. Stated that perhaps it would also be something to consider having the consent be an approval rather than a denial. She is open to other considerations.

Councilwoman Frederickson stated that it only takes one member of the Council to pull something from Consent and then discuss it and that is not a burden. If there is any merit, the Council would provide direction to staff to review further. She is comfortable with the current setup.

Councilman Ruby commented that he feels it is very confusing for the Petitions to be on the Consent Agenda, and suggested that perhaps having a specific "Petition Section" similar to consent ordinances and liquor licenses would address that issue. He added that having a threshold for consideration would be appropriate.

Councilman Gambogi commented that he supports transparency, but the members of the Council can add items to the Agendas.

Ms. Thornhill added that a threshold of signatures could be added to the language as well.

Article VIII, Section 11 - Leases of City Property:

\* Would require an affirmative vote of three-fourths of the council to approve a lease of property owned by the city valued at \$4 million or more

Councilman Gambogi asked what the goal of this proposal is.

Ms. McMinn responded that the Committee is focused on transparency, but they are also open to a super majority of 5-2 rather than 6-1.

Mr. Young stated that he has been clear that, at a bare minimum, he needs a rational basis to explain why a super majority is needed. It makes it harder to do business.

Councilman Ruby asked how many properties the city has that would hit this threshold.

Mr. Kimble responded that it would depend on the definition of "value", the rodeo would be the big one here. Vacant land probably wouldn't be, but it depends on how "value" is defined.

Chair McMinn responded that it is the value of the lease, and if there is an existing lease it would apply to when it is redone.

Councilman Grady stated that he doesn't understand what prompted this or the rationale behind this proposal.

Chair McMinn continued that there are three additional sections the Committee is considering at the May 18 Meeting, including the City Court/hiring of the city judge, high value capital projects and scope and structure of development agreements.

Mayor Rusing commented that she is in favor of additions to the Charter related

to restrictions on Development Agreements.

Mayor Pro Tem Fruhwirth commented that she is not aligned with the super majority votes, which politicizes things. She would like to understand more why this needs to go into the city charter.

Councilman Grady commented that he saw at the last meeting there was language relative to anti-discrimination.

Chair McMinn responded that, given the feedback today, she doesn't feel they will be able to address that during this round of updates.

Mr. Young stated that he feels this will be at the next election cycle, the Development Agreement provisions seem to be the most important thing to look at for this go round. The draft for the anti-discrimination language he has not had an opportunity to fully look into at this point.

Member of the public Ralph Hess addressed the Council regarding the citizens petition proposal. He has worked with multiple Council's over the years to get things on the agenda. With the current Council policy of placing an item on consent, the public is losing the ability to discuss it. The Council Rules of Procedure could be amended to allow one member of the Council to place something on an agenda. Just because the Council disagrees with a proposal from the citizens doesn't make it frivolous. He suspects that this process is because of things the Council didn't agree with.

***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 3:03 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 May 12, 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



May 12, 2026 | 3:00 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 3:15 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

##### A. Announcements from Mayor Pro Tem Fruhwirth

Mayor Pro Tem Fruhwirth provided an update on community events taking place throughout the month of May and discussed holiday closures for Memorial Day weekend. Additionally, she reminded everyone that seasonal watering hours are in effect now through November 1 for city potable water customers. Outdoor spray irrigation is allowed only between 8:00 pm and 8:00 am to help conserve water and reduce evaporation. Further information regarding water conservation programs is available at [prescottwater.com](http://prescottwater.com)

##### B. Recognition & Moment of Silence Honoring Kendall Jaspers

Mayor Rusing recognized Kendall Jaspers.

#### 4. INVOCATION - Father Krzystof Pipa with Sacred Heart Roman Catholic Church

#### 5. PLEDGE OF ALLEGIANCE - Councilwoman Frederickson

#### 6. PROCLAMATIONS

A. National Police Week: May 11-16, 2026  
Councilman Gambogi presented the Proclamation.

B. National Public Works Week: May 17-23, 2026  
Councilman Garing presented the Proclamation.

#### 7. PRESENTATIONS

- A. Presentation Recognizing Dana Cohn  
Mayor Rusing provided a presentation and certificate recognizing Dana Cohn.

**8. OPEN CALL TO THE PUBLIC**

A. Andrew Nadell addressed the Council as an avid senior golfer regarding the Antelope Hills Golf Course and some of the issues that he has noticed with the course. The average is 5,000 yard t-boxes which makes getting par more attainable, but Antelope Hills is much longer than that.

B. Cheryl Nadell addressed the Council in support of Mr. Nadell's comments. Being able to reach a hole makes the game more fun, forward t's make the game more enjoyable and play with all different levels of players.

C. James Knaup addressed the Council regarding the weather and perfect for the ride-to-work day events on Friday. Would love to see city leadership involved in the event.

D. Timothy Brown addressed the Council regarding the Antelope Hills Golf Course where 87,000 rounds of golf were played last year and hosts over 60 annual events. As the Parks & Recreation Master Plan is underway he doesn't think that users of the golf course were not included in the survey.

E. Joseph Gouveia addressed the Council as President of the Board of Directors for the Antelope Hills Golf Course, they have 215 members and a wait list for membership as well. People enjoy the course.

F. Feather Levey addressed the Council regarding queer pride in Prescott and requested creation of more safe spaces for people in the community to gather.

G. Nancy Burns addressed the Council regarding Friendly Pines and her experience there as a child and into adulthood. She was surprised to hear that it is now operating as a for-profit organization, and she is going to look into the economic value of it.

**9. CONSENT AGENDA**

**MOTION BY COUNCILMAN GAMBOGI TO APPROVE CONSENT AGENDA ITEMS 9.A. THROUGH 9.C.; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (7 - 0)**

- A. Approval of Meeting Minutes from the April 27, 2026 Budget Workshop I, the April 28, 2026 Study Session, and the April 28, 2026 Voting Meeting.
- B. Approval of City Contract No. 2019-229A3, an Amendment to City Contract 2019-229 for a Six-Month Extension of the Intergovernmental Agreement (IGA) for Consolidated Court Operations between the City and Yavapai County.
- C. Approval of City Contract No. 2025-156A2, an Amendment to City Contract No. 2025-156 with Logan Simpson Design in the Amount of \$1,513,457.00 for

Additional Phase II Data Recovery Investigation for the Willow Creek Gravity Sewer Project. Funding is Available in the Wastewater Fund.

## 10. CONSENT ORDINANCE

- A. Adoption of Ordinance No. 2026-1944 Authorizing the Granting of a Utility Easement to Arizona Public Service Company.

**MOTION BY COUNCILMAN GAMBOGI TO ADOPT ORDINANCE NO. 2026-1944; SECONDED BY COUNCILMEMBER RUBY: PASSED (7 - 0)**

## 11. LIQUOR LICENSE

- A. Public Hearing and Consideration for a Owner Transfer Series 7 Beer and Wine Bar Liquor License Application from Thomas Francis Moore III, Applicant, for Back Alley Wine Bar. Location: 156 S Montezuma Street, #E.

**MOTION BY MAYOR RUSING TO CLOSE THE PUBLIC HEARING; SECONDED BY MAYOR PRO TEM FRUWIRTH: PASSED (7 - 0)**

**MOTION BY MAYOR RUSING TO APPROVE ITEM 11.A.; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (7 - 0)**

## 12. REGULAR AGENDA

- A. Presentation & Discussion Related to Code Updates for Section 2-1-8 Regarding Sewer Requirements for Water Service.

Water Resources Manager Brian Ruiz provided a presentation regarding Code Section 2-1-8 regarding water outside city limits. Possible revisions will be focused on section B related to one single-family residential dwelling unit on a single parcel of land that connects to a city water main and a city sewer main. All wells on the parcel requesting city water and sewer services shall be abandoned through the Arizona Department of Water Resources (ADWR).

### Issues:

- \* Policy has changed over the years regarding water outside of city limits
- \* These areas have existing water lines that service existing homes without service agreements in place
- \* Section 2-1-8 has created a patchwork of parcels served and not served in various neighborhoods
- \* Some properties have had water boxes installed at their property line
- \* Water Resources fields numerous inquiries annually and nearly all in these areas have no direct access to sewer
- \* These areas are within city service area

### Concerns:

- \* Precedent setting
- \* Consistency and fairness
- \* New sewer return

### Alternative Options:

- \* Drill a well
- \* Haul water
- \* Sewer reimbursement district
- \* Annexation

### Research Objective:

- \* Explore alternatives for city water service to parcels without obligations in subdivisions and neighborhoods that the city currently serves outside city limits
- \* City staff prepared maps to determine
  - Water line locations outside city limits
  - Number of parcels adjacent to water lines and no sewer within 300'
  - Number of parcels already obligated to serve water subtracted out from analysis
  - Number of parcels that would benefit from this code change
  - Number of parcels that would benefit and are already accounted for in the Designated Assured Water Supply (DAWS)

### Overall Map:

- \* 317 parcels already obligated to serve with Water Service Agreements
- \* 53 number of parcels potentially served water
- \* 19 parcels potentially served water within DAWS

### Other Areas Reviewed:

- \* Granite Gardens
  - 1973 subdivision
  - Challenges with potential annexation
  - 29 potentially eligible lots and 21 in DAWS
  - Sewer potentially available
  - EPA concerns over septic issues
- \* Forbing Park
  - 1926 Subdivision
  - Challenges with potential annexation
  - 18 eligible lots
  - Sewer potentially available
  - Cesspool and PFAS issues, EPA and ADEQ potential projects

### Proposed Requirements for Service:

- \* 53 potential lots
- \* Ability to connect to an existing city water main
- \* Sufficient water pressure and quantity to adequately serve the request
- \* Requestor is responsible for all costs of extending utility infrastructure necessary to serve the property
- \* Requestor would be responsible for all permitting requirements and impact fees associated with connecting
- \* Any existing well would need to be abandoned through ADWR
- \* Any additional lots created through lot splits after the adoption of the change will not qualify for the new exemption

### City Benefits:

- \* Collection of impact fees
- \* Collection of 30% upcharge
- \* Conservation benefits due to 30% upcharge and city tiered water rate structure
- \* Potential increase in groundwater allowance for wells abandoned
- \* Potential for reduction of staff time in reviewing individual inquiries
- \* Clean up of areas with various water service status
- \* Long-term water management benefit of knowing and accounting for water obligation

Alternatives:

- \* Code revision with list of eligible parcels for water
- \* Water service contracts with individual parcels
- \* Code revision allowing Council to act on individual exemption requests
- \* Code revision with exemption language provided to WIS
- \* Do nothing and maintain current code, policy and procedures

Mayor Rusing said that she feels the code needs to be revised. People purchased these homes with water boxes, and they assumed they would have service. She read from the development agreement for Vista Del Cerro which would allow for future water service agreements. This issue is an unintentional consequence of the 2022 water policy.

Councilman Gambogi thanked staff for looking into this. It is a common sense solution that will allow Council to clear the decks of some issues that caused this to occur.

Councilman Garing asked the City Attorney for his thoughts on precedent. He echoed Councilman Gambogi's comments.

City Attorney Joseph Young said that is always a concern, particularly if the code language is too vague. What the Council determines to do and what the reasoning is will be important, need to be clear about why some properties would get an exemption and some will not.

Councilman Grady asked how many properties were eliminated. He is not decided at this time.

Mr. Ruiz said that they decreased the number from 164 to 53.

Mayor Pro Tem Fruhwirth stated that she appreciates the list decreasing, but her concerns regarding sewer remain at this time, so she is not a definite yes quite yet.

Councilwoman Frederickson stated that she would like to see some specific guardrails in place to make sure this doesn't snowball. She also wants specific language about what "adjacent" means for the water line and how staff takes that into consideration.

Mr. Young stated that "no others" language has not been drafted, but it would be clear that it would be for infrastructure that was built prior to 2022.

Mr. Ruiz stated that adjacent would mean they do not have to go through any other parcels to connect to a line.

Councilman Ruby thanked staff for putting this together, and asked how many different clusters there are that would meet the criteria for these connections.

Mr. Ruiz responded that there are approximately five clusters. He also discussed the cost estimates for Vista Del Cerro.

Subdivision Example - Vista Del Cerro:

- \* 1985 and 1989 Subdivisions
- \* Annexation potential - major challenges
- \* Sewer Cost Estimate - \$1,250,000
- \* Existing Connections - 39
- \* Unit 1 - Water Service Agreement
- \* Unit 2 - no agreement with 10 potentially eligible lots all in DAWS

Member of the public Kelsey Secor addressed the Council as one of the 53 lots that would fall under this category. This would allow them to be able to complete the build of their home. It doesn't make financial or reasonable sense for them to connect in order to meet the qualifications to connect to water service, they also cannot annex. They are asking for flexibility and common sense.

Member of the public Larry Fagan addressed the Council whose father developed Vista Del Cerro, he thanked the Council for looking into this issue. They wanted to connect sewer so it would be easier to sell the lots and the intent for water was clear but when the new rules were set up it negatively affected these types of properties.

Member of the public Lester Fournier addressed the Council and thanked them for listening. He was assured there was availability to connect to water but when he found out he could not he bought alternate property. Neighbors on both sides have water so the others should as well, the Council should improve Alternate 1.

Member of the public Howard Mechanic addressed the Council and expressed his support for decreasing the number of eligible properties that would qualify for this revision. He stated there should be an agreement that potable water cannot be used for outdoor use if they have water but no sewer, and added that there should be an in-lieu sewer fee so that the city is getting something in return for the water service. The city should get something in return for offering this as an option.

Mayor Pro Tem Fruhwirth asked for maps of every neighborhood for a future vote so it is clear where everything is located. She added that she agrees there should be other fees added on in order to offset these connections.

Councilman Ruby echoed Mayor Pro Tem Fruhwirth's comments.

Councilman Gambogi asked Council to provide direction to staff for which option.

Council consensus for staff to further look into Alternative 1 option.

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

- B. Adoption of Ordinance No. 2026-1943 and Resolution No. 2026-1983 Adopting the 2024 International Wildland Urban Interface Code.

Fire Marshal Anthony Valdez provided a presentation to the Council regarding the 2024 IWUIC Code for consideration. He reviewed the timeline to this point of staff's review and work on updates to the WUI Code. There have been several public engagement meetings during the process in order to engage stakeholders and general community input. Still working on putting together the city's risk model and will likely have a public facing GIS model so everyone can access where a particular parcel would fall.

Mayor Rusing asked about Section 505.2 regarding roof assembly and replacement of a roof with a Class A roof and certain shingles and also asked about sprinklers. She is in support of this.

Mr. Valdez responded those are accounted for and included, he added that referring back to the city fire code addresses the requirements for sprinklers.

**MOTION BY COUNCILMAN GAMBOGI TO ADOPT ORDINANCE NO. 2026-1943 & RESOLUTION NO. 2026-1983; SECONDED BY COUNCILMAN GARING: PASSED (7 - 0)**

**13. ADJOURNMENT**

There being no further business to discuss, Mayor Rusing adjourned the meeting at 5:21 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 May 12, 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



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Airport  
ITEM #: 8.B  
SUBJECT: Approval of City Contract No. 2026-125 with SkyWest Airlines for a Transportation Service Agreement Associated With a New Service Frequency Between Prescott and Denver.

## ITEM SUMMARY

This item seeks approval to enter into the attached transportation service agreement with SkyWest Airlines, Inc., associated with a new service frequency between Prescott and Denver.

## BACKGROUND

United Express, powered by SkyWest Airlines, has been operating out of Prescott Regional Airport since mid-2019. With direct flights to both Denver International Airport (DEN) and Los Angeles International Airport (LAX), the service provided by SkyWest Airlines is under contract with the U.S. Department of Transportation (DOT) through its Essential Air Service (EAS) program. Under contract, SkyWest Airlines provides two arrivals and two departures daily, six (6) days a week. SkyWest Airlines operates the two arrivals and the two departures on the seventh (7) day of the week at risk and with no cost to the City.

The United hubs in Denver and Los Angeles provide a wide range of domestic and international connections, and the air service in Prescott is performing exceptionally well. High load factors and year-round demand make Prescott a top performing market within the SkyWest system.

Airport staff visited SkyWest in July 2025 to inquire about an additional frequency and a move of the LAX flight time to earlier in the day, to take advantage of more connection opportunities, specifically destinations to the east. Recognizing the performance of the Prescott flights within the EAS program, and the potential for higher levels of service than is provided for under the EAS program, SkyWest has made schedule adjustments that include an additional (second) frequency to DEN each day, and an earlier departure to LAX. The schedule adjustments took place at the end of October 2025, and SkyWest has asked for a community partnership to backstop their risk through the end of calendar year 2026. The maximum that the community would pay is \$775,000. The revenue guarantee is lower than typical, in recognition of the subsidy provided by the U.S. Department of Transportation EAS contract.

## FINANCIAL IMPACT

On a quarterly basis, any shortfall between revenues (at agreed-upon load factor targets and expectations of one-way average fares that will yield a sustainable business model), and the agreed-upon costs incurred, will be paid to the airline but will not exceed \$775,000 in total over the remainder of calendar year 2026. If a quarterly true-up reveals target revenues that exceed costs, no subsidy will be paid.

An IGA with the State of Arizona affords the opportunity for the City to pay for maintenance projects at the airport that were otherwise programmed in the budget for General Fund. Those programmed General Funds would become assigned fund balance to backstop the transportation service

agreement with SkyWest Airlines. By establishing this commitment, to fall under the Economic Development Department for Air Service Development Only, the opportunity for other community partners to invest in regional air service will be established. The assigned fund balance would initially be funded with \$500,000 in the City of Prescott General Fund. A targeted marketing program to promote the new service enhancements throughout the region would also be paid out of this fund. Having the actual cost of subsidy through Q2, along with a read on community partner investment, will inform any requirement for FY 27 funding.

The economic impact of an additional regional jet frequency is estimated nationally to fall between \$4 million and \$20 million each year, depending on the size of the regional jet and the stage length of the specific frequency. A comprehensive Economic Impact of Air Service Analysis was completed by the City's air service consultant in November 2025, revealing an anticipated impact of this air service enhancement to add \$6,406,000.00 in annual economic output within the community. Even if the full subsidy is expended, the return on investment would still be greater than 7:1.

These potential operating subsidies were not budgeted in Fiscal Year 2026 or 2027. In the event of the payments being issued, a budget amendment will be required by Council action.

### **RECOMMENDED ACTION**

MOVE to approve City Contract No. 2026-125

### **ATTACHMENTS**

1. Transportation Services Agreement

**TRANSPORTATION SERVICES AGREEMENT**  
**Between City of Prescott and SkyWest Airlines, Inc.**

This Transportation Services Agreement (“Agreement”) is made and entered into this 26th day of May 2026, to be effective as of May 1, 2026 (the “Effective Date”), by and between SkyWest Airlines, Inc. (“SkyWest”) and the City of Prescott (“City”). Capitalized terms used and not otherwise defined shall have the meaning set forth in Section 1 below.

RECITALS:

**WHEREAS**, SkyWest operates as United Express pursuant to an agreement with United Airlines (“Carrier”); and,

**WHEREAS**, SkyWest and City desire for SkyWest to provide nonstop jet service between the Market Segments identified below, operated as United Express branded flights; and,

**WHEREAS**, the additional nonstop jet service between the Market Segments identified below is estimated to provide numerous benefits to the City to include additional employment positions, state/local/federal taxes, increased tourism income, and additional indirect benefits; and,

**WHEREAS**, SkyWest additionally provides jet service for the Prescott Regional Airport pursuant to the Essential Air Service Program, and, pursuant to such Essential Air Service Program, SkyWest has agreed to provide \$20,000 of marketing funds to promote air service to the Prescott Regional Airport (the “EAS Marketing Funds”); and,

**WHEREAS**, SkyWest has agreed to provide such service subject to the terms and conditions hereinafter set forth herein; and,

**WHEREAS**, the City Council is authorized to enter into this Agreement pursuant to A.R.S. §9-240 and Section 1, Article II of the Prescott City Charter.

**NOW, THEREFORE**, in consideration of the promises and of the mutual obligations and undertakings hereinafter set forth, the parties agree as follows:

1. **Definitions**. As used in this Agreement, the following terms shall have the meanings set forth below:

“Airline Costs” means, for each Market Segment, the sum of Non-Fuel Costs and Fuel Costs attributable to the operations of such Market Segment, determined in accordance with standard SkyWest accounting practices.

“Commencement Date” means, as to each Market Segment, the date of the commencement of first operation of Market Segment flight.

“Fuel Costs” will, as to each Market Segment, be the actual fuel costs, including related fueling costs, taxes and fees associated with operating such Market Segment, and taking into account any and all discounts, subsidies, markdown, rebate, or other reduction on cost (if any) that may be provided to SkyWest in connection with such operations.

“Market Passenger Revenue” shall mean, for each Market Segment, the product of total revenue passengers for such Market Segment multiplied by the average market segment fares for such Market Segment, in each case, determined in accordance with standard industry practice.

“Market Segments” means round trip, non-stop service between the following airports:

Prescott Regional Airport (PRC) to Denver International Airport (DEN); and  
Denver International Airport (DEN) to Prescott Regional Airport (PRC).

“Maximum Subsidy Amount” means \$775,000.00.

“Non-Fuel Costs” will, as to each Market Segment, be calculated as a fixed rate of \$2,550.00 per block hour of operation with respect to such Market Segment.

“Term” has the meaning set forth in Section 5 below.

2. **Scheduling and Commencement Date.** As to each Market Segment, SkyWest will schedule the following United Express branded round-trip flights on CRJ 200 aircraft with a minimum of forty-one (41) seats as follows:

PRC to DEN -- at least 1 daily/7 weekly<sup>1</sup>; with an anticipated Commencement Date of January 1, 2026.

DEN to PRC -- at least 1 daily/7 weekly<sup>2</sup>; with an anticipated Commencement Date of January 1, 2026.

3. **Monthly Statements and Quarterly Statements.**

- A. Within fifteen (15) days following the end of each calendar month during the Term, SkyWest will provide City of Prescott, Prescott Regional Airport – Ernest A. Love Field a summary of the following data for each Market Segment for the applicable month of determination: revenue, fuel costs, block hours of operation and the corresponding non-fuel related costs, load factors and number of revenue passengers for the Market Segment for the applicable month of determination, in each case using applicable industry standards.

- B. At the end of each calendar quarter during the Term (as defined below), SkyWest will determine the following data for each Market Segment during such calendar quarter: average market segment fares, the number of revenue passengers, the number of flights, the total block hours operated, the Market Passenger Revenue and the Airline Costs, in each case determined in accordance with applicable industry standards

4. **Operating Subsidy.** If, for any calendar quarter, the combined Market Passenger Revenue for all Market Segments is greater than the combined Airline Costs for all Market Segments, then, no subsidy is owed by City to SkyWest for such calendar quarter. If, however, for any calendar quarter, the combined Airline Costs for all Market Segments are greater than the combined Market Passenger Revenue for all Market Segments, then, the difference will be paid by the City to SkyWest as its subsidy for such period, with such payment to be paid within thirty (30) days after receipt of an invoice reflecting such subsidy amount from SkyWest. In no event will the cumulative subsidy payments, if any, paid by City to SkyWest exceed the Maximum Subsidy Amount.

5. **Term.**

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<sup>1</sup> Some exceptions may be possible on limited days subject to United Airlines targeted schedule reductions at affected airport. All frequencies are to be scheduled on a nonstop basis. Operational issues resulting in cancellations will not be billed to the City. The actual Commencement Date may vary based United scheduling.

<sup>2</sup> Some exceptions may be possible on limited days subject to United Airlines targeted schedule reductions at affected airport. All frequencies are to be scheduled on a nonstop basis. Operational issues resulting in cancellations will not be billed to the City. The actual Commencement Date may vary based United scheduling.

- A. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2026, or until the Maximum Subsidy Amount has been paid by City to SkyWest, whichever comes first; or, unless otherwise earlier terminated as provided herein (the “Term”).
  - B. Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.
  - C. If this Agreement is terminated pursuant to 5(B), the City shall pay the prorated share of the subsidy through the termination date. No further payment by the City shall be required.
  - C. If City fails to make any subsidy payment required hereunder within five (5) days after receipt of written notification from SkyWest specifying such default, then, SkyWest may terminate this Agreement at its sole option by written notice to City.
6. **Operations.** All operation of Marketing Segment flights will be operated in accordance with all applicable laws and regulations of the U.S. Department of Transportation, the Federal Aviation Administration and the Transportation Security Administration and in accordance with SkyWest’s agreement with United Airlines.
7. **EAS Marketing Payment.** As contemplated in the Essential Air Service Program, SkyWest agrees to use, in consultation with the City, the full amount of the EAS Marketing Funds to promote regional air service to the Prescott Regional Airport.
8. **Limitation on Damages.** CITY SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, INDEMNIFY, AND HOLD HARMLESS SKYWEST , ITS EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, BOARDS, AND COMMISSIONS FOR, FROM, AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, CAUSES OF ACTION, LIABILITY, SUITS, LITIGATION (INCLUDING REASONABLE ATTORNEY’S FEES AND OTHER COSTS OF INVESTIGATION AND LITIGATION), ACTIONS, LOSSES, DAMAGES, OR CLAIMS OF ANY NATURE TO THE EXTENT SUCH ARISE OUT OF OR IN CONNECTION WITH (i) ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF THE CITY OR (ii) THE FAILURE OF THE CITY TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT.
- SKYWEST SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS FROM, AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, CAUSES OF ACTION, LIABILITY, SUITS, LITIGATION (INCLUDING REASONABLE ATTORNEY’S FEES AND OTHER COSTS OF INVESTIGATION AND LITIGATION), ACTIONS, LOSSES, DAMAGES, OR CLAIMS OF ANY NATURE TO THE EXTENT SUCH ARISE OUT OF OR IN CONNECTION WITH (i) ANY NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF THE SKYWEST OR (ii) THE FAILURE OF SKYWEST TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT, INCLUDING, SKYWEST’S OBLIGATIONS SET FORTH IN SECTION 7 ABOVE. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona (excluding Arizona conflict of laws principles that might call for the application of the law of another jurisdiction) as to all matters.

10. **Waiver of Jury Trial.** Each party hereby knowingly, voluntarily and intentionally waives any right they may have to a trial by jury in respect of any litigation arising out of, under or in connection with this Agreement.
11. **Force Majeure.** Neither party will be responsible to the other party for its failure to perform its responsibilities hereunder in the event and to the extent that such performance is delayed or prevented for a period of at least fifteen (15) consecutive business days, by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, epidemics, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, riots or the recovery from such cause (“Force Majeure”). Either party may terminate this Agreement immediately if the other Party is unable to perform its obligations hereunder due to any such Force Majeure event, which continues for a period of thirty (30) consecutive days or more.
12. **Notices.** All notices, demands, requests, consents, and approvals by either party to this agreement shall be made in writing and sent by U.S. mail, or by recognized overnight courier, or by hand delivery, or by facsimile transmission (if confirmed by email, overnight courier or hand deliver). All such notices shall be addressed as follows:

<p>To: City of Prescott          Prescott Regional Airport          6630 Airport Ave.          Prescott, AZ 86301          Attn: Airport Administration</p>	<p>To: SkyWest Airlines          444 South River Road          St. George, UT 84790          Attn: Wade Steel</p>
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13. **Miscellaneous.** This Agreement is the complete agreement between the parties and supersedes any prior oral or written agreement between the parties concerning the subject matter of the Agreement. This Agreement supersedes any provision of any other agreement between the parties hereto to the extent such provision relates to the same or similar matters addressed herein. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in effect. This Agreement may not be transferred, modified, amended or assigned, in whole or in part, except in a writing signed by the parties. If an assignment occurs, the assignment shall not relieve the assigning party of its liabilities or obligations under this Agreement. This Agreement is binding upon successors and assigns of the parties. A waiver by either party of any term or condition of this Agreement in one or more instances shall not constitute a permanent waiver of the term or condition or of any other term or condition of this Agreement or a general waiver.

IN WITNESS WHEREOF, the parties hereto affix their duly authorized signatures as of the date set forth on the first page of this Agreement.

City of Prescott

By: \_\_\_\_\_  
 Cathey Rusing – Mayor

SKYWEST AIRLINES, INC.

By: \_\_\_\_\_  
 Wade Steel – Chief Commercial Officer



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Airport  
ITEM #: 8.C  
SUBJECT: Approval of City Contract No. 2026-069A1, an Amendment to City Contract No. 2026-069 for Updated Lease Terms on a Lease Agreement with EagleAir.

## ITEM SUMMARY

This item is for approval of City Contract No. 2026-069A1, an amendment to City Contract No. 2026-069 to capture an additional 360-SF of Hangar Storage space, previously not included.

## BACKGROUND

During a recent review of previously approved permits for the leasehold, it was discovered that a portion of the occupied square footage had received prior permit approval but was not included in the original lease due to confusion regarding the permitted structures. This amendment is intended to correct the leased area and associated rent to accurately reflect the space currently occupied and ensure the lease records align with the approved improvements.

## FINANCIAL IMPACT

Additional rent to be received under this amendment is \$387.00 mo. totaling \$34,056 over the remaining lease term.

## RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-069A1

## ATTACHMENTS

1. City Contract No. 2026-069A1 Eagle Air Repair

## FIRST AMENDMENT TO AIRPORT LEASE AGREEMENT

Between

CITY OF PRESCOTT

AND

EAGLE AIR REPAIR, LLC

This First Amendment to an Airport Lease, effective as of October 13, 2025, is made and entered into by and between the **CITY OF PRESCOTT**, (the “Lessor”) and **Eagle Air Repair, LLC** an Arizona limited liability company (the “Lessee”), with reference to the following facts:

WHEREAS, the Lessor and Lessee entered into an Airport Lease Agreement, dated October 13, 2025 (the “Lease”) with respect to certain property located at Prescott Regional Airport - Ernest A. Love Field, 6575 Crystal Ln, Prescott, Arizona, designated as City Contract No. 2026-069; and

WHEREAS, the Lease currently consists of a total of 4,480 square feet of hangar space and 100 square feet of detached storage (4,580SF); and

WHEREAS, Lessor and Lessee desire to amend the Lease to increase the leased premises by an additional three-hundred sixty (360) square feet of hangar storage space, and to adjust Rents accordingly;

NOW, THEREFORE, the parties agree to amend the Lease as follows:

1. THAT, SECTION 1(A), Description of Property, is amended to include an additional three-hundred and sixty (360) square feet of hangar storage space.

The total leased space shall now consist of approximately 4,940 square feet.

2. THAT, SECTION 2(A), Lease Payment; Payment Adjustment; and Demand; is amended to reflect Base Rent and Shared Common Apron and Shared Parking as follows:

- A. Base Rent for Additional Hangar Storage Space (360SF): \$360.00 mo.
  - I. Additional 360 SF Shared Common Apron: @ \$0.50 psf x 360 = \$15.00 mo.
  - II. Additional 360 SF Shared Parking: @ \$0.40 psf x 360 = \$12.00 mo.

The total monthly rent shall now consist of the following:

Base Rent: \$4,580.00+\$360.00 = \$4,940 mo.

Shared Common Apron: \$190.83+\$15.00 = \$205.83 mo.

Shared Parking: \$152.67+\$12.00 = \$164.67

**TOTAL Lease Payment: \$5,310.50**

City Contract: 2026-069A1  
Effective Date: June 1, 2026  
LESSEE: Eagle Air Repair, LLC



Any notice given under this Lease shall be given in writing by mail, by delivery in person, or by email as follows, or as the City or Lessee may hereafter designate by written notice:

To the City: City of Prescott  
Attn: Airport Director  
6630 Airport Avenue  
Prescott, AZ 86301  
[Airport.administration@prescott-az.gov](mailto:Airport.administration@prescott-az.gov)

To Lessee: Eagle Air Repair, LLC  
Attn: Philip McQuaid  
6575 Crystal Ln.  
Prescott, AZ 86301  
[philip@eagleairrepair.com](mailto:philip@eagleairrepair.com)

10. THAT, all other terms and conditions contained in the Lease and Amendment One to the Lease, not otherwise modified by this Amendment, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names hereto the day and year first written above.

"LESSOR"

"LESSEE"

CITY OF PRESCOTT

Eagle Air Repair, LLC  
An Arizona Limited Liability Company

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

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

Cathey Rusing, Mayor

Philip McQuaid, Owner

Attest:

\_\_\_\_\_  
Sarah M. Thornhill  
City Clerk



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Recreation Services  
ITEM #: 8.D  
SUBJECT: Adoption of Resolution No. 2026-1989, Approving City Contract No. 2026-162, an Intergovernmental Agreement (IGA) Between Yavapai County Community College District dba Yavapai College and the City of Prescott for a Joint Use of Facilities Agreement.

## ITEM SUMMARY

This item is for adoption of Resolution No. 2026-1989 approving City Contract No. 2026-162 between the City of Prescott and Yavapai College for joint use of facilities. The agencies have maintained a long-standing partnership for shared use of recreational facilities. The current agreement included an initial five-year term, with two additional five-year renewal options. That agreement is scheduled to expire at the end of May 2026, this new IGA will be for a two-year term, with optional two-year renewals upon mutual agreement. The partnership has provided mutual benefit by maximizing public resources, expanding recreational opportunities, and supporting athletic programming for both organizations.

## BACKGROUND

The proposed IGA continues the collaborative relationship between the City and Yavapai College while modernizing and clarifying agreement language.

Key updates include:

### 1. Facility Inventory Updates

- Ken Lindley Park has been removed from the agreement due to the City's new lease arrangement with OJB FC. Yavapai College will schedule use directly with OJB FC.

### 2. Administrative Updates

- Language throughout the agreement was reviewed and updated for clarity, consistency, and operational efficiency.
- Obsolete references and outdated terminology were removed or revised.

### 3. Term Structure

- The new agreement establishes an initial two-year term.
- Provides for two-year renewal options upon mutual agreement by both parties.

This shorter renewal cycle provides greater flexibility to evaluate facility usage trends, community needs, and operational priorities.

## FINANCIAL IMPACT

None.

## RECOMMENDED ACTION

MOVE to adopt Resolution No. 2026-1989

## ATTACHMENTS

1. City Contract No. 2026-192\_Yavapai College Joint Use of Facilities
2. Resolution No. 2026-1989

**INTERGOVERNMENTAL AGREEMENT (IGA)  
BETWEEN  
YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT dba YAVAPAI COLLEGE  
&  
THE CITY OF PRESCOTT  
TO SHARE PUBLIC FACILITIES (JOINT USE OF FACILITIES AGREEMENT)**

This Joint Use of Facilities Intergovernmental Agreement (“IGA”) is made and entered into by and between Yavapai County Community College District, dba Yavapai College, a community college organized under the laws of the State of Arizona (hereinafter, the “College”), and the City of Prescott, an Arizona municipal corporation, acting by and through its Recreation Services Department (hereinafter, “City”) (individually, “Party” and collectively, “Parties”).

This Agreement is executed pursuant to A.R.S. § 11-951 et seq. for the purpose of establishing a cooperative arrangement for the joint use and shared operation of certain public facilities. The Parties acknowledge and agree that entering into this cooperative venture serves the public interest and provides mutual benefit to the College, the City, and the surrounding community.

**1. Effective Date and Term.**

This Agreement shall become effective upon the later of the final approval dates of the Yavapai County Community College District Governing Board and the Prescott City Council (“Effective Date”). The term of this Agreement shall remain in full force and effect for a minimum period of two (2) years from the Effective Date, with up to ten (10) additional two (2) year terms, unless earlier Party terminates the Agreement in accordance with Section 10 of this Agreement.

**2. The Parties agree to the following facilities joint use and maintenance requirements:**

**3. The Party’s shall each be responsible for paying for any damage that may occur to the other Party’s property from its use pursuant to this IGA.**

**4. The College agrees to work with the City to resolve any scheduling conflicts that may come up; provided, however, that in the event of a conflict between a previously scheduled City event and a College event, the City event shall take precedence.**

**5. Walraven Gym**

The City will be allowed use of Walraven Gym (hereinafter “The Gym”) one night per week for fall volleyball leagues (i.e., late September to mid-November) and one night per week for winter basketball leagues (i.e., early January to mid-April) with the following conditions:

- a. The College will set up volleyball for the above City leagues OR will provide City staff with access to volleyball standards and nets, and necessary training in setting up.
- b. The College will permit use of the scoreboard by the City. In the event of any damage to the controller / sending unit or scoreboard itself, City will notify College within 24 hours of damage and replace / repair damage within 15 days.
- c. The College will be responsible for all maintenance and utilities of The Gym.

- d. In the event of an ACCAC (Arizona Community College Athletic Conference) Volleyball and/or Basketball schedule change due to weather, catastrophic conditions as defined in paragraph 12 q. or play-offs, the College Volleyball team(s) will receive priority scheduling.
- e. The College shall allow the City use of The Gym for one weekend in August for a basketball and/or volleyball tournament that does not conflict with the college's team use. This arrangement should be scheduled between the Parties no later than April 1 of the calendar year.

6. Bill Valley Fields

The City will schedule the usage of Bill Valley Fields (hereinafter "Valley") by the College Softball Team between August 15 through November 15 and January 1 through May 15 of each year in coordination with the Little League Schedule for that year in accordance with the following conditions:

- a. The College will share usage with City programs with the City reserving the right to schedule alternative site for the College softball program (practice or games) due to field conditions and/or schedule conflicts at no cost for the alternative field.
- b. During the months of March, April, and May (i.e., Little League season) on days when Prescott Little League Inc. will be using fields, all College practices shall vacate upper field by 3:30 PM (4:00 PM for lower field practices and game days) in order for Little League field preparations and warmups to occur.
- c. The College shall be entitled to use Bill Valley Lower Field between Noon and 3:30 PM per day softball team practice on fields scheduled by the City during fall and spring season.
- d. The College shall be entitled to Valley for a cumulative total of seventy-five (75) hours for game days between January 15 through May 15 on fields scheduled by the City. The College will make their best effort to start games at Noon to minimize possible schedule conflicts with other users who may be scheduled by the City. If College use exceeds 75 hours, College shall pay the current facility use hourly rate.
- e. The College shall be entitled to host tournaments and camps for a minimum of two weekends per month that does not conflict with previously scheduled City use. This arrangement should be scheduled between the Parties no later than 30 days in advance of the event. The field rental for tournaments is at no cost. The prep fees and lighting fees (if applicable) for these tournaments are outlined in Exhibit A.
- f. The College shall lock gates to the lower field after each usage, provided there are no other scheduled users. The City shall provide a schedule of other scheduled users. In the event this is not provided, the College shall lock gates to the lower field.
- g. The City reserves the right to adjust pre-scheduled practice locations on a specific field to preserve turf, and /or restrict use of the Valley due to weather and turf conditions. Any relocation of College will be at no cost to the College. City is supportive only if fields had been previously scheduled. Not if it is a new or not previously scheduled use.

- h. The College will pay the City for field preparations for game days only, for fall and spring games, for the sum of \$2,000 through an invoice issued by the City to the College at the conclusion of the season no later than June 30th of each calendar year. The fee may be adjusted or waived by the City in consideration of improvements made to the facility by the College that have mutually been agreed to in writing by the Parties prior to installation. If usage exceeds 75 hours and additional work by the City is required, the College shall pay the City the current personnel hourly rate.
- i. The College shall be entitled to use the announcer's booth and scoreboards on the fields used by the College. in the event of damage to the controller, scoreboard, or announcer's booth, College will notify City within 24 hours of damage and replace/repair damage within 15 days.
- j. City crews will perform all field preparation and maintenance on game days, including field marking supplies and bases. The College shall perform all field preparation and maintenance on practice days. The College shall use City's utility vehicle, drags, hoses, and tools, with regular inspections by City staff to ensure damage is not occurring beyond normal wear. The College shall reimburse the City for damage to the equipment above if it is determined the College is responsible. The College will not be responsible for maintenance or repairs needed for normal wear and tear.
- k. The College shall have permission to display Roughrider Club signs at the field on game days.
- l. The College is responsible to pay for all officials including public address announcers.
- m. The College shall have the right during its practices, games, tournaments and events to sell concessions and retain any profits from such concessions. The City has a separate arrangement for year-round concession stand usage. YC may coordinate concession stand sales with this group OR sell concessions outside of the stand on their own.

7. Yavapai College Tennis Courts

The College will schedule use of the tennis courts, with College programs taking priority, and allowing daily use of the court(s) by the citizens of Prescott and the public for tennis related activities appropriate for such a facility with the following conditions:

- a. The College will continue to be responsible for the maintenance, upkeep, and custodial needs of the tennis courts including parking areas, landscaping, and adjacent areas that are within the College's property boundary.
- b. The City will continue to be responsible for maintenance, upkeep and custodial needs for its property that abuts and is adjacent to the College property in the area of the tennis courts, e.g., Bill Valley fields, restrooms, parking lots, etc.).
- c. The College will pay for all related utilities for the tennis courts.
- d. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

- e. In the event of safety concerns such as inclement weather, maintenance or other issues, the College reserves the right to close the tennis courts until conditions improve adequately to reopen them as determined by the College.

8. Performing Arts Center (PAC)

The College will allow the City to use the PAC facility primarily, in support of Civic Engagement Activities within the Greater Prescott Community (e.g., Town Hall and in support of the College's three main goals of Education, Economics Development, or Social and Cultural Enrichment. The College will waive the rental fees for up to two events per Fiscal year consisting of no more than 2 days.

The City may choose to use these two event-days directly (e.g., Prescott Idol); or delegate this benefit to third-party non-profit entity(ies). The City and / or the third-party non-profit entity(ies) will reimburse the College for any direct expenses incurred due to these two days of rentals: including, but not limited to, labor, equipment rentals, etc.

The City shall provide the College with specific event descriptions and scheduling no later than March 31<sup>st</sup> of each anniversary year for the forthcoming fiscal year for College Marketing Department approval in writing (email acceptable). The City shall be held fully responsible for any damage to the College facilities because of their delegation of the PAC use to a third-party.

9. Grace Sparkes Activity Center

Subject to availability, the City will allow the use of gymnasium and meeting space by College at the then current prevailing rate.

10. Termination of Agreement

This Agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. If termination occurs during the middle of a College or City athletic season, the current season if any will be allowed to be completed.

11. Renewal of Agreement

This Agreement will automatically renew every two years for additional two (2) year terms pursuant to sections 1 and 10 of this agreement.

12. Miscellaneous provisions

- a. The uses granted herein shall apply only to the Parties herein and are not assignable except for the PAC as outlined in Section 8..
- b. The College shall accept the properties referred to in this Agreement in their existing condition. No representations, statements, or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof.
- c. In no event shall City be liable for any defect in such property or for any limitation on its use.
- d. The City shall accept the properties referred to in this Agreement in their existing condition. No representations, statements, or warranties, express or implied, have been made by or on behalf of the College as to the condition thereof. In no event shall the College be liable for any defect in such property or for any limitation on its use.
- e. The College shall, at College's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the term

hereof regulating the use by College of the City facilities which are the subject of this Agreement.

- f. The City shall, at the City's expense, comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements in effect during the term or any part of the term hereof regulating the use by City of the College facilities which are the subject of this Agreement.
- g. Upon the termination of each use allowed pursuant to this Agreement, each Party will quit and surrender the premises, in as good order and condition as when the use first started, reasonable wear and tear excepted.
- h. The College may not perform any act or continue any practice which may damage, mar, or deface the City facility being utilized or any structures thereon. The City must provide written notification within seven (7) calendar days of any damage that it believes is the responsibility of the College.
- i. The City may not perform any act or continue any practice which may damage, mar, or deface the College facility being utilized or any structures thereon. The College must provide written notification within seven (7) calendar days of any damage that it believes is the responsibility of the city.
- j. The College may not install, operate, or maintain on the City facility any electrical equipment being utilized which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by City.
- k. The City may not install, operate, or maintain on the College facility any electrical equipment being utilized which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by College.
- l. Each party (as "indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious / derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.
- m. Alterations and additions may not be made to any City facility. Any alteration or addition of the premises, excepting movable fixtures, made with the consent of the City shall become part of the realty and shall belong to the City upon termination of that particular use.
- n. Alterations and additions may not be made to any College facility. Any alteration or addition of the premises, excepting movable fixtures, made with the consent the College shall become part of the realty and shall belong to the College upon termination of that particular use.
- o. Upon termination of this Agreement, all property belonging to each Party shall be returned

to that Party in as good as a condition as received by the other Party, reasonable wear and tear accepted.

- p. 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. Both Parties hereby irrevocably submit to the personal jurisdiction of the Yavapai County Superior Court, Arizona in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agree that all claims in respect to any such action or proceeding may be heard or determined in such court. 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's fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute.
- q. Force majeure: Force Majeure: If performance of a party under this Contract is interrupted or suspended due to riots, wars, public emergencies or calamities, fires, earthquakes, Acts of God, government restrictions, labor disturbances or strikes, civil tumult, epidemic, pandemic or other condition beyond any control of that party ("Force Majeure"), performance by that party will be suspended for the reasonable duration of the Force Majeure. The party claiming that its performance is interrupted or prevented must deliver written notice to the other party identifying the Force Majeure within 48 hours and use its best efforts to perform to the extent that it is able. If the Force Majeure does not abate within a reasonable amount of time, then either party may terminate this Contract by providing written notice to the other party. In the event of non-performance, payments by the College shall be suspended and excused and any deposit (payment(s) advanced by the College shall be returned within 5 business days. In the event of performance, City shall be entitled to receive just and equitable compensation for the work in progress, work completed, and materials accepted before the effective date of the Force Majeure written notice. Alternatively, the parties may agree to extend the Term of the Contract for a mutually agreed upon period.
- r. This Intergovernmental Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and it may only be amended, modified, or waived by a written instrument signed by the authorized agents of the Parties hereto.
- s. Pursuant to ARS §38-511, either Party public agency hereto may cancel this Intergovernmental Agreement without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of said Party is, at any time in which the Agreement or any extension thereof is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party to the Agreement with respect to the subject matter of the Agreement.

- t. Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

City of Prescott  
c/o Recreation Services Director  
125 N. Arizona Avenue  
Prescott, AZ 86301

Yavapai College  
Director of Procurement & Contract Services  
[procurement@yc.edu](mailto:procurement@yc.edu)  
1100 E Sheldon Street Prescott, AZ 86301

With a copy to:  
Yavapai College  
Director of Athletics  
1100 E Sheldon Street Prescott, .AZ 86301

IN WITNESS WHEREOF, the Parties executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_  
2026.

CITY OF PRESCOTT

YAVAPAI COLLEGE

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

BY: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST FOR CITY OF PRESCOTT

ATTEST FOR YAVAPAI COLLEGE

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Alane Moore

Signature:

ALANE MOORE

Name:

Title: Attorney for the City of Prescott

Date: 05.04.2026

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

Anthony W. Contente-Cuomo

Signature:

Anthony W. Contente-Cuomo

Name:

Title: Attorney for Yavapai County Community College District

Date: 5-4-2026

**RESOLUTION NO. 2026-1989**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT DBA YAVAPAI COLLEGE REGARDING THE JOINT USE OF FACILITIES; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

**RECITALS:**

WHEREAS, the City of Prescott (“City”) and Yavapai County Community College District dba Yavapai College (“College”) understand the benefits to residents within the City and the College of sharing facilities in a way that benefits both parties; and

WHEREAS, the parties wish to continue their joint use of facilities agreement; and

WHEREAS, the City is authorized to enter into such intergovernmental agreements pursuant to the authority granted in the Prescott City Charter and Arizona Revised Statutes; and

WHEREAS, the College is authorized to enter into such intergovernmental agreements; and

WHEREAS, it is in the best interest of the City of Prescott to enter into this intergovernmental agreement (“IGA”) with the College.

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves entering into an IGA (City Contract No. 2026-162) with Yavapai College to provide for the joint use of certain facilities as illustrated in such contract.

Section 2. THAT the Mayor and Staff are hereby authorized to execute an IGA between the City of Prescott and Yavapai College, as referenced above, and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott 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 Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2026-1989 is a true, correct and accurate copy of Resolution No. 2026-1989 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on \_\_\_\_ 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

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



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Public Works  
ITEM #: 8.E  
SUBJECT: Adoption of Resolution No. 2026-1990, Approving City Contract No. 2026-184, an Intergovernmental Agreement (IGA) Between the City of Prescott and Yavapai County for the Repaving & Transfer of Right-of-Way on Overland Road Leading to the Prescott National Cemetery.

## ITEM SUMMARY

This item is for adoption of Resolution No. 2026-1990 approving City Contract No. 2026-184 to provide for a cooperative roadway improvement project between the City of Prescott and Yavapai County involving the repaving of a portion of Overland Road and the transfer of the associated County right-of-way to the City following project completion.

Under the agreement, Yavapai County will provide labor and equipment necessary to mill, remove, and replace the asphalt roadway surface, while the City will provide asphalt materials, utility adjustments, guardrail improvements, and related support services. Upon completion and acceptance of the roadway improvements, the County will transfer the right-of-way to the City through a quitclaim deed, and the City will assume future maintenance responsibilities for the roadway segment.

## BACKGROUND

The City and County have identified the need to improve the existing pavement condition and roadway infrastructure on Overland Road to support continued safe and efficient traffic operations within the area. The roadway segment serves residential neighborhoods within and adjacent to the City and functions as a local collector route connecting residents to the surrounding transportation network.

The proposed agreement continues the longstanding cooperative relationship between the City and County on regional transportation and roadway improvement projects. The transfer of the right-of-way is authorized under A.R.S. § 9-471(O), which allows transfer of County roadway right-of-way adjacent to a municipality subject to approval by both governing bodies.

Under the agreement, Yavapai County will:

- Provide labor and equipment to mill/remove and replace asphalt roadway surfaces.
- Haul demolished asphalt to a disposal location provided by the City.
- Transport asphalt materials supplied by the City to the project site.
- Demolish concrete utility riser supports and lower utility risers.
- Transfer the Overland Road right-of-way to the City through quitclaim deed upon project completion and acceptance.

The City of Prescott will:

- Provide asphalt paving materials.
- Provide concrete materials for utility adjustments.
- Provide GPS survey information for utility riser locations.
- Provide disposal location for demolished asphalt.
- Adjust utility risers to final grade and install concrete collars.
- Replace the guardrail end treatment west of the bridge.
- Accept the right-of-way transfer and assume future maintenance responsibilities following project completion.

## **FINANCIAL IMPACT**

The proposed agreement allows both agencies to share project costs and utilize available labor, equipment, and materials efficiently. The City's costs associated with asphalt materials, utility adjustments, and guardrail improvements are anticipated to be funded through existing Public Works roadway maintenance and transportation budgets.

Following transfer of the right-of-way, the City will assume ongoing maintenance responsibilities for the roadway segment.

## **RECOMMENDED ACTION**

MOVE to adopt Resolution No. 2026-1990

## **ATTACHMENTS**

1. City Contract No. 2026-184\_IGA with Yavapai Co. Overland Repaving
2. Resolution No. 2026-1990

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
YAVAPAI COUNTY AND THE CITY OF PRESCOTT FOR  
THE REPAVING AND TRANSFER OF A PORTION OF RIGHT-OF-WAY ON  
OVERLAND ROAD**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF PRESCOTT, a municipal corporation of Arizona (hereafter the “City”), and YAVAPAI COUNTY, a political subdivision of the State of Arizona (hereafter the “County”); and

WHEREAS, the City and the County are collectively referred to as “Parties” or individually as “Party” in this Agreement; and

WHEREAS, the City and the County, recognize the need to improve a portion of Right-of-Way on Overland Road which lies within the public right-of-way granted to the County by easement recorded at Book 313, Page 336, of the County Official Records and is depicted as APN 800-17-061A in the County GIS (“ROW Overland”). This Agreement between the Parties will define the material, labor and equipment contributions for the paving project, and the transfer of the county right of-way; and

WHEREAS, ROW Overland exists within the City and County jurisdictions and serves City and County interests in the Prescott area; and

WHEREAS, ROW Overland is a portion of a 2-lane right-of-way with medium traffic volumes occurring during peak hours connecting residential areas within the City; and

WHEREAS, the County desires to partner in the repaving of ROW Overland as depicted on the attached Exhibit “A” to provide increased safety, more efficient traffic operations, and increased traffic capacity thereby improving regional traffic circulation; and

WHEREAS, ROW Overland, in its entirety, is adjacent to the City; and

WHEREAS, A.R.S. § 9-471 (O) allows for the transfer of county right-of-way adjacent to a city subject to the approval of the County and City governing bodies of the proposed transfer; and

WHEREAS, the City and the County are mutually agreeable to entering into an agreement providing for the repaving of ROW Overland and transfer of this county right-of-way; and

WHEREAS, the Parties further acknowledge that the repaving of ROW Overland would benefit the health, safety, and welfare of the residents of both the City and the County; and

WHEREAS, the Parties desire to continue their past cooperation in matters of mutual interest affecting both City and County residents; and

WHEREAS, A.R.S. §§ 11-951 and 952 authorize “public agencies” such as the City and the County to enter into such intergovernmental agreements; and

WHEREAS, A.R.S. §11-251 authorizes the County to lay out, maintain, control and manage public roads; and

WHEREAS, Article 1, section 3 of the Prescott City Charter provides that the City may enter into contracts with Yavapai County for construction, maintenance and operation of roads (when used for public purposes) and when deemed in the best interest of the City.

NOW, THEREFORE, in consideration of the covenants contained herein, 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:

**SECTION 2: The County will:**

1. Provide labor and equipment to mill/remove and replace asphalt roadway for ROW Overland.
2. Haul the demolished asphalt to a location provided by the City.
3. Haul the asphalt for the repaving , supplied by the City, to the repaving site.
4. Demolish the concrete ring support for utility risers and lower the utility risers.
5. Transfer ROW Overland by quitclaim deed after the repaving project is completed and accepted by the City.

**SECTION 3: The City will:**

1. Provide the asphalt material for paving.
2. Provide the concrete for utility adjustments.
3. Provide the GPS survey for utility riser locations.
4. Provide the location for the disposal of demolished asphalt.
5. Adjust utility risers back to finish grade and install concrete collars.
6. Replace the guard rail end treatment west of the bridge.

7. Accept ROW Overland through quitclaim deed after the repaving project is completed and acceptable to the City.
8. Accept all continued maintenance of ROW Overland after the right-of-way is conveyed by quitclaim deed from the County.

**SECTION 4: NON-APPROPRIATION.**

Non-Availability of Funds: Every obligation of the Parties under this Agreement, except the City’s obligation to maintain the repaved ROW Overland, is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which the funds are available. No liability shall accrue to the Parties in the event this provision is exercised.

**SECTION 5: NOTICES.**

Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

City of Prescott:	City of Prescott c/o City Manager 201 N. Montezuma Street Suite 302 Prescott, Arizona 86303
-------------------	---

Yavapai County:	Yavapai County c/o County Administrator 1015 Fair Street Prescott, Arizona 86301
-----------------	---

**SECTION 6: CONFLICT OF INTEREST.**

Pursuant to A.R.S § 38-511, either Party 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 County is, at any time while the Agreement or an extension of the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party of the Agreement with respect to the subject matter of the Agreement. In the event of the foregoing, the County of Yavapai 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 County of Yavapai from any other Party to the Agreement arising as a result of this Agreement.

**SECTION 7: INDEMNIFY AND HOLD HARMLESS.**

The City of Prescott hereby agrees to defend, indemnify and hold harmless the County, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits arising out of or in any way connected with Project Road after its transfer to the City, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or its agents. The City further releases and discharges the County, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the County, from any and all claims which the City has or may have against the County, its agents or employees, arising out of or in any way connected with ROW Overland after it has been transferred to the City. The agreement to defend, release from liability and hold harmless shall survive the termination of the agreement.

Yavapai County hereby agrees to defend, 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 County's participation pursuant to this Agreement, County 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 County has or may have against the City, its agents or employees, arising out of or in any way connected with County's activities as set forth in this Agreement prior to the transfer of ROW Overland to the City.

**SECTION 8: IMMIGRATION LAW COMPLIANCE.**

Both Parties hereby warrant that they will at all times during the term of this IGA comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of the IGA, and the Parties shall have the right to terminate this IGA for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor, subcontractor or employee of either who performs work pursuant to this IGA to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

**SECTION 9: WAIVER.**

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 modifications shall be introduced in any proceeding.

**SECTION 10: WAIVER OF JURY TRIAL AND ATTORNEYS' FEES.**

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

**SECTION 11: RESULT OF NEGOTIATIONS.**

This Agreement is the result of negotiations by and between the Parties. The Agreement has been reviewed by Yavapai County Attorney and by the Prescott City Attorney. Therefore, any ambiguity in this agreement is not to be construed against either Party.

**SECTION 12: INSURANCE.**

**A.** Yavapai County is self-insured thru the Arizona Counties Insurance Pool ("ACIP"), and thru ACIP has sufficient coverage for the activities outlined in this Agreement and shall hold the City harmless and indemnify the City from any and all liability which may result from the negligent acts or omissions of Yavapai County's employees or agents.

**B.** The City shall carry sufficient insurance to cover the activities outlined in this Agreement and shall hold Yavapai County harmless and indemnify Yavapai County from any and all liability which may result from the negligent acts or omissions of the City's employees or agents.

**SECTION 13: DESIGNATED REPRESENTATIVES.**

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

For the City:

Gwen Rowitsch  
Public Works Director  
433 Virginia Street  
Prescott, Arizona  
Phone: (928)777-1130

For the County:

Roger McCormick  
Public Works Director, County Engineer  
1100 Commerce Drive  
Prescott, AZ 86305  
(928) 771-3183

**SECTION 14: TERM OF AGREEMENT.**

This Agreement shall remain in full force and effect until such time that the County's interest in the repaved ROW Overland is transferred to the City. If this Agreement is terminated prior to the transfer of the real property interest, sitting within the controlling government's jurisdiction, said real property interest will revert back to said governmental entity.

**SECTION 15: ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the Parties with respect to the subject matters hereof, and it may be amended, modified, or waived only by an instrument in writing signed by both parties.

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

**CITY OF PRESCOTT**

**YAVAPAI COUNTY**

\_\_\_\_\_  
Cathey Rusing,  
Mayor

\_\_\_\_\_  
LB Compton,  
Chairman of the Board, Yavapai County

ATTEST:

ATTEST:

\_\_\_\_\_  
Sarah Thornhill,  
City Clerk

\_\_\_\_\_  
Jayme Rush,  
Clerk County Board of Supervisors

Pursuant to A.R.S. § 11-259(D) the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

\_\_\_\_\_  
Joseph Young,  
City Attorney

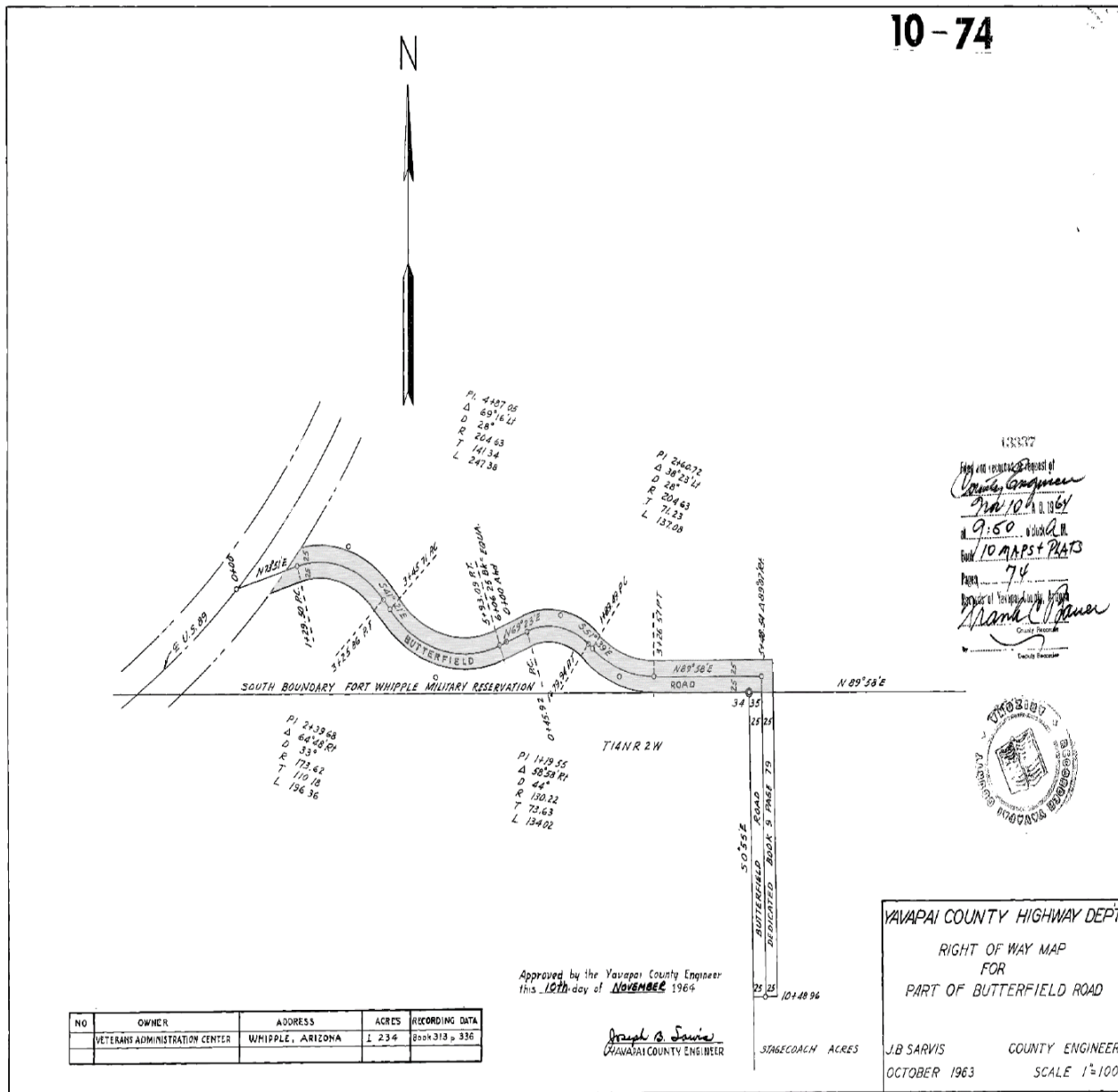
Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for Yavapai County, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to Yavapai County.

\_\_\_\_\_  
Martin Brennan,  
Deputy County Attorney

# EXHIBIT "A"

## Project Area Map

### A Portion of Right-of-Way on Overland Road (formerly Butterfield Rd.)



**RESOLUTION NO. 2026-1990**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY PROVIDING FOR THE REPAVING AND TRANSFER OF RIGHT-OF-WAY OF OVERLAND ROAD; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

**RECITALS:**

WHEREAS, the City of Prescott (“City”) and Yavapai County (“County”) recognize the need to improve a portion of Right-of-Way on Overland Road which lies within the public right-of-way granted to the County by easement recorded at Book 313, Page 336, of the County Official Records and is depicted as APN 800-17-061A in the County GIS (“ROW Overland”); and

WHEREAS, ROW Overland exists within the City and County jurisdictions and serves City and County interests in the Prescott area; and

WHEREAS, ROW Overland is a portion of a 2-lane right-of-way with medium traffic volumes occurring during peak hours connecting residential areas within the City; and

WHEREAS, the City and County desire to partner in the repaving of ROW Overland to provide increased safety, more efficient traffic operations, and increased traffic capacity thereby improving regional traffic circulation; and

WHEREAS, ROW Overland, in its entirety, is adjacent to the City boundaries; and

WHEREAS, A.R.S. § 9-471(O) allows for the transfer of county right-of-way adjacent to a city subject to the approval of the County and City governing bodies of the proposed transfer; and

WHEREAS, the City and the County are mutually agreeable to entering into an agreement providing for the repaving of ROW Overland and transfer of this county right-of- way; and

WHEREAS, the Parties further acknowledge that the repaving of ROW Overland would benefit the health, safety, and welfare of the residents of both the City and the County; and

WHEREAS, the Parties desire to continue their past cooperation in matters of mutual interest affecting both City and County residents; and

WHEREAS, A.R.S. §§ 11-951 and 952 authorize “public agencies” such as the City and the County to enter into such intergovernmental agreements; and

WHEREAS, A.R.S. §11-251 authorizes the County to lay out, maintain, control and manage public roads; and

WHEREAS, Article 1, section 3 of the Prescott City Charter provides that the City may enter into contracts with Yavapai County for construction, maintenance and operation of roads (when used for public purposes) and when deemed in the best interest of the City; and,

WHEREAS, it is in the best interest of the City of Prescott to enter into this intergovernmental agreement (“IGA”) with the County.

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves entering into an IGA (City Contract No. 2026-184) with Yavapai County to provide for the repaving of Overland Road and ultimate transfer of said right-of-way from the County to the City.

Section 2. THAT the Mayor and Staff are hereby authorized to execute an IGA between the City of Prescott and Yavapai County, as referenced above, and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott 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 Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2026-1990 is a true, correct and accurate copy of Resolution No. 2026-1990 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on \_\_\_\_ 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

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



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Public Works  
ITEM #: 8.F  
SUBJECT: Approval of Night Work on SR89, Between Phippen Trail Roundabout and Willow Lake Road Roundabout.

## ITEM SUMMARY

This item is for the approval of night work, including the closure of SR89 between the Phippen Trail roundabout and the Willow Lake Road roundabout from 7:00 p. m. to 5:00 a.m., from June 22, 2026, to June 26, 2026.

## BACKGROUND

Kimley-Horn has requested night work and closure to facilitate surface and subsurface surveying and geotechnical investigation along SR89 to aid in the design and placement of new effluent and wastewater pipelines. Kimley-Horn has requested one (1) week to perform the work, starting Monday, June 22, 2026, and completing the work by Friday, June 26, 2026.

SR89 is a primary north/south arterial roadway for Prescott. Because of equipment placement and the sensitive nature of the measuring equipment, Public Works is recommending the work be done at night to minimize the impact on the traveling public and to get the best investigation results.

Crews will use specialized equipment as required (pickups, box trucks, boring rigs, etc.), as well as generators, light stands, and battery-operated tools.

City Code Title V Chapter 5-4-2 prohibits outdoor noise associated with construction activity between the hours of 8:00 p.m. and 6:00 a.m., Monday through Saturday, and all day Sunday within the City limits. Chapter 5-4-5 enables City Council to make temporary exceptions to this Code provision for limited periods of time under such terms, conditions, and limitations as may be set forth in the Council's approval. Council approval of night work is required to expedite this geotechnical investigation with minimal impact on the community.

## FINANCIAL IMPACT

There is no financial impact to the City.

## RECOMMENDED ACTION

MOVE to approve night work

## ATTACHMENTS

None



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Legal  
ITEM #: 8.G  
SUBJECT: Approval of City Contract No. 2024-228A1, an Amendment to City Contract No. 2024-228 for an Extension of the Tolling Agreement by and Between the City and Arizona Eco Development.

## ITEM SUMMARY

This item is for approval of City Contract No. 2024-228A1 to extend a tolling agreement between the City and AED entered into in 2024. This amendment will extend the expiration date by two years to June 30, 2028.

## BACKGROUND

The City and AED entered into a development agreement in July of 2021. The development agreement included exchanges of land by both parties, exchanges of water rights, and various other promises. The development agreement also included an obligation for the City to build a water and sewer pipeline to Section 33, located outside of City limits. The City was unable to build the pipeline in time, which resulted in a dispute between the parties. In 2024, both parties entered into a tolling agreement, which pauses statute of limitations while the parties negotiate a settlement that meets the needs of the parties. The settlement agreement and related actions have not been completed yet, and the parties wish to continue these negotiations. Therefore, the First Extension of Tolling Agreement extends the Expiration Date by two years.

## FINANCIAL IMPACT

There is no fiscal impact associated with this item.

## RECOMMENDED ACTION

MOVE to approve City Contract No. 2024-228A1

## ATTACHMENTS

1. Tolling Agreement Extension - AED

## **FIRST EXTENSION OF TOLLING AGREEMENT**

This First Extension of Tolling Agreement (“First Extension”) is entered by and between the **City of Prescott**, an Arizona municipal corporation (“City”), and **Arizona Eco Development LLC**, an Arizona limited liability company (“AED”). The City and AED may each individually be referred to herein as “Party” or collectively referred to herein as the “Parties.”

### **RECITALS**

A. The Parties entered into a Tolling Agreement made effective the 19<sup>th</sup> day of June, 2024.

B. Pursuant to Section 3, Expiration Date, of the Tolling Agreement, the Tolling Agreement shall automatically expire on June 30, 2026.

C. The Parties desire to extend the automatic expiration date of the Tolling Agreement for a period of two (2) years, from June 30, 2026 to June 30, 2028.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, agree, warrant, and stipulate as follows:

### **FIRST EXTENSION**

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by this reference.

2. Effective Date. Regardless of when signed or approved by the City Council of the City, this First Extension is made effective as of the \_\_\_\_\_ day of June, 2026.

3. Expiration Date. The June 30, 2026 automatic expiration date set forth in section 3, Expiration Date, of the Tolling Agreement is extended for a period of two (2) years to June 30, 2028.

4. Other Terms and Conditions. Except for modification of the automatic expiration date set forth in section 3 hereof, all other terms and conditions of the Tolling Agreement shall remain unchanged and in full force and effect.

5. Counterparts. This First Extension may be executed in counterparts, each of which shall be deemed an original, but all of which constitute one and the same First Extension.

*[signatures on following pages]*

IN WITNESS WHEREOF, the Parties agree to the terms of this First Extension of Tolling Agreement and have executed this First Extension of Tolling Agreement to be effective as of June \_\_\_\_, 2026.

**The City of Prescott**

\_\_\_\_\_  
**Cathey Rusing, Mayor**

STATE OF ARIZONA            )  
  )  
COUNTY OF YAVAPAI        )

SUBSCRIBED AND SWORN TO BEFORE ME by Cathey Rusing on this \_\_\_\_ day of \_\_\_\_\_, 2026, to certify which witness my hand and official seal.

\_\_\_\_\_  
Notary Public

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
SARAH THORNHILL  
City Clerk

\_\_\_\_\_  
JOSEPH D. YOUNG  
City Attorney

**Arizona Eco Development LLC**  
**By: Cazador Consulting, LLC, its Administrator**

\_\_\_\_\_  
**Jason J. Gisi, Authorized Member**

STATE OF ARIZONA            )  
  )  
COUNTY OF YAVAPAI        )

SUBSCRIBED AND SWORN TO BEFORE ME by Jason J. Gisi on this \_\_\_\_ day of  
\_\_\_\_\_ 2026, to certify which witness my hand and official seal.

\_\_\_\_\_  
Notary Public



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: City Clerk  
ITEM #: 8.H  
SUBJECT: Approval of City Contract No. 2026-194 an Agreement for a City of Prescott Volunteer Representative to NAMWUA.

## ITEM SUMMARY

This item is for approval or denial of City Contract No. 2026-194 to allow the city to reimburse volunteer Phil Goode, for representing the City at meetings of the Northern Arizona Municipal Water Users Association.

## BACKGROUND

The City is a member of the Northern Arizona Municipal Water Users Association ("NAMWUA") and is also a member of NAMWUA's executive board. Mayor Rusing wishes to appoint Phil Goode to represent the City at NAMWUA meetings due to his history with the organization and understanding of water related issues impacting the City and region. This document would formalize that appointment and allow the City to reimburse Mr. Goode for travel expenses in attending such meetings.

## FINANCIAL IMPACT

The agreement provides for compensation of \$0.725 per mile as full and complete reimbursement. This rate aligns with the current IRS mileage reimbursement standard.

## RECOMMENDED ACTION

MOVE to approve or deny City Contract No. 2026-194

## ATTACHMENTS

1. NAMWUA REPRESENTATIVE CONTRACT

CITY CONTRACT NO. 2026-194

AGREEMENT

PRESCOTT VOLUNTEER REPRESENTATIVE TO NAMWUA

WHEREAS, the City of Prescott is a member of the Northern Arizona Municipal Water Users Association (“NAMWUA”); and,

WHEREAS, NAMWUA is managed by an Executive Board, made up of seven northern Arizona municipalities and one private water company, including the City; and,

WHEREAS, the City is traditionally represented on the Board by the Mayor of Prescott; and,

WHEREAS, Mayor Cathey Rusing (“Mayor”) wishes to appoint Phil Goode (“Volunteer”) to represent the City at NAMWUA meetings; and,

WHEREAS, the City Council is authorized to enter into this Agreement pursuant to A.R.S. 9-240 and Section 1, Article II of the Prescott City Charter; and

WHEREAS, Volunteer is willing to represent the City at NAMWUA meetings provided travel expenses are paid by the City and subject to the terms of this Agreement.

NOW, THEREFORE, the City and Volunteer agree on the following terms and conditions:

1. SERVICES.

A. Volunteer shall travel to all NAMWUA meetings and other meetings or conferences as requested by the Mayor where the City’s interests need to be represented.

2. COMPENSATION AND BENEFITS

A. It is agreed by both Parties that Volunteer’s services are to be on an unpaid basis subject to Paragraph 2(B) below.

B. As full and complete compensation for the services to be provided by Volunteer, the City shall pay to Volunteer a fixed rate of **\$0.725 per mile traveled, which reflects the current IRS standard mileage rate for business travel. The reimbursement rate shall automatically adjust to match the IRS standard mileage rate in effect at the time the mileage is incurred, and shall apply to travel to and from any NAMWUA MEETING or other water-related meeting as requested by Mayor,** an amount agreed upon by all parties. Payment for services shall be made within fourteen (14) days upon City’s receipt of a mileage reimbursement form from Volunteer.

C. There will be no additional compensation, beyond the terms of this Agreement, for any work or time Volunteer may contribute pursuant to this Agreement or otherwise in service of City.

3. TERM/TERMINATION

- A. This Agreement shall be for one (1) year, commencing on the date of execution, as indicated below, and will automatically renew for one (1) additional one year term, unless terminated by either party as proscribed in Paragraph 3(B) and (C) of this Agreement.
- B. Either party may terminate this Agreement for convenience with ten (10) days written notice to other, pursuant to Paragraph 3(C).
  - a. In the event of termination as provided in this Section, the Volunteer shall cease all work as specified in the notice of termination.
  - b. The Volunteer shall be paid the contract price for all mileage already incurred pursuant to this Agreement. Upon such termination, the Volunteer shall deliver to the City a complete set of all documents, programs, emails, and all other information created or received during his representation of the City pursuant to this Agreement.
  - c. Volunteer shall return any unused materials, provided to Volunteer by City under this Agreement, to the City upon termination of this Agreement.
- C. Any notices to be given by either party to the other must be in writing, and either (1) personally delivered or (2) mailed by prepaid postage, at the following addresses:

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

Volunteer  
Philip R. Goode  
  
\_\_\_\_\_  
Prescott, AZ 86305

With copies to:  
Prescott City Clerk  
201 N. Montezuma Street  
  
and  
Prescott City Attorney  
201 N. Montezuma Street  
Prescott, AZ 86301.

- D. Either party may update, in writing, new locations for notices pursuant to Paragraph 3(C), as necessary.

#### 4. GENERAL CONDITIONS

- A. This Agreement is personal to Phil Goode and is non-assignable.
- B. The provisions of A.R.S. Section 38-511 are incorporated herein by reference.
- C. The status of the Volunteer shall be that of an independent contractor. Neither Volunteer, nor any person or organization related to Volunteer shall be considered an employee of the City or be entitled to receive any employment-related fringe benefits under the City of Prescott Human Resources Policy Manual. Volunteer shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Agreement to the extent any such taxes may be applicable, and shall indemnify and hold the City harmless from any and all liability which City may incur because of Volunteer's failure to pay such taxes.
- D. Volunteer shall obtain and maintain at his own expense, during the entire term of this Agreement the following type(s) and amounts of insurance:
  - a. Automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Agreement with limits in an amount deemed sufficient by City;
  - b. Volunteer shall provide City with a current certificate of insurance.
- E. To the fullest extent allowed by law, Volunteer shall indemnify, defend and hold harmless City and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including, but not limited to attorney fees, court costs and the costs of appellate proceedings) relating to, arising out of or resulting from the Volunteer's negligent acts, errors mistakes or omissions in the performance of this Agreement. The Volunteer's duty to defend, hold harmless and indemnify the City shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this Agreement.
- F. This Agreement is the result of negotiations by and between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
- G. This Agreement is to be construed under the laws of the State of Arizona.
- H. 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.
- I. 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. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law.

- J. This Agreement represents the entire and integrated Agreement between the City and the Volunteer 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 Volunteer. 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.
- K. 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.

Date of Execution: \_\_\_\_\_

VOLUNTEER:

\_\_\_\_\_  
PHILIP R. GOODE

FOR THE CITY OF PRESCOTT:

\_\_\_\_\_  
MAYOR CATHEY RUSING, Prescott City Mayor

ATTEST:

\_\_\_\_\_  
SARAH M. THORNHILL, Prescott City Clerk

APPROVED AS TO FORM:

---

JOSEPH D. YOUNG, Prescott City Attorney



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Public Works  
ITEM #: 8.1  
SUBJECT: Approval of Acceptance of Rural Business Development Advisory Grant.

## ITEM SUMMARY

This item is for approval of acceptance of Rural Business Development Advisory Grant Arizona Commerce Authority Economic Strength Projects Grant – Willow Creek Road Improvements (Jenna Lane to James Lane).

## BACKGROUND

Public Works applied for the Arizona Commerce Authority Economic Strength Projects Grant in the amount of \$600,000 to offset construction costs associated with the Willow Creek Road improvement project to widen approximately 2,500 feet of roadway from two lanes to four lanes between Jenna Lane and James Lane. Willow Creek Road is one of two primary north–south arterial corridors providing access to and from central Prescott and connecting to State Route 89 and other regional transportation routes. Over the past twenty-five years, the roadway has been incrementally widened from a rural two-lane road to a four- to five-lane arterial from Iron Springs Road north to Pioneer Parkway. In 2015, the City completed a realignment project north of Pioneer Parkway and acquired sufficient right-of-way to accommodate future widening.

Through a Development Agreement, the Deep Well Ranch development has completed widening improvements from Pioneer Parkway to Jenna Lane and from James Lane north to State Route 89, including installation of traffic signals at both Jenna Lane and James Lane. The remaining segment between Jenna Lane and James Lane, approximately 2,500 feet in length, currently transitions from four lanes to two lanes in both directions, creating a capacity constraint along the corridor.

The proposed project will widen this segment to match adjacent completed improvements and will include roadway widening, pavement reconstruction, curb and gutter, sidewalk, multi-use path, drainage infrastructure, and striping improvements. Completion of this segment will provide a continuous four-lane arterial roadway and improve traffic flow and safety.

The Willow Creek Road corridor is experiencing significant residential and commercial growth, including development associated with the Deep Well Ranch master planned community, of 10,500 homes, with approximately 650 homes constructed to date. Additional development in the corridor includes automotive dealerships, retail uses, a K–12 school, and a church. These developments are anticipated to increase traffic demand and support continued economic activity in the area.

The Arizona Commerce Authority has awarded the City \$600,000 through the Economic Strength Projects Grant Program to assist with construction costs. The total project cost is estimated at approximately \$3.0 million, including \$500,000 in design and \$2.5 million in construction. The City will provide the remaining funding through its Capital Improvement Program. Acceptance of this

grant will allow the City to advance construction of this roadway improvement and support continued economic development along one of Prescott's primary transportation corridors.

## **FINANCIAL IMPACT**

Funding for the City's share of the project is available in the FY27 Street Fund. The grant reduces the amount that would otherwise need to be covered by Street Fund revenues.

## **RECOMMENDED ACTION**

MOVE to approve acceptance

## **ATTACHMENTS**

1. 03\_31\_26 RBDAC Agenda
2. Scores and Recommendations
3. Willow Creek Road Widening Map
4. City of Prescott ADOT ESP Notice of Acceptance Letter

**RURAL BUSINESS DEVELOPMENT ADVISORY COUNCIL  
MEETING NOTICE AND AGENDA**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Arizona Commerce Authority and to the general public that the Arizona Commerce Authority will hold a meeting open to the public at the following time and place:

**Tuesday, March 31st, 2026, 10:00 A.M.**  
**100 N. 7<sup>th</sup> Avenue, Suite 400**  
**Phoenix, AZ 85007**  
**Lemmon Conference Room**  
*(Some members of the Council may participate virtually)*

Pursuant to A.R.S. § 38-431.03(A)(3), the Board may vote to enter into executive session to obtain legal advice on any matter listed on the Agenda, including matters not specifically designated in this Notice as matters for consideration in executive session. Executive sessions are not open to the public.

\*Items which may be acted upon by the Council are indicated with an asterisk below.

- I. Call to Order and Roll Call**
- II. Chairman's Remarks, Danny Seiden, Chairman**
- III. Consent Agenda\***  
Approval of October 14, 2025 RBDAC Meeting Minutes\*  
Approval of October 23, 2025 RBDAC Meeting Minutes\*  
Approval of February 17, 2026 RBDAC Meeting Minutes\*
- IV. Discussion and approval of the FY 2026 Economic Strengths Projects (ESP) Grant - Keith Watkins, Sr. Vice President, ACA**
- V. Arizona Commerce Authority Update – Keith Watkins**
- VI. Roundtable Discussion**
- VII. Call to Public**  
This is the time for the public to comment. Members of the Council may not discuss items that are not on the agenda.
- VIII. Adjournment**

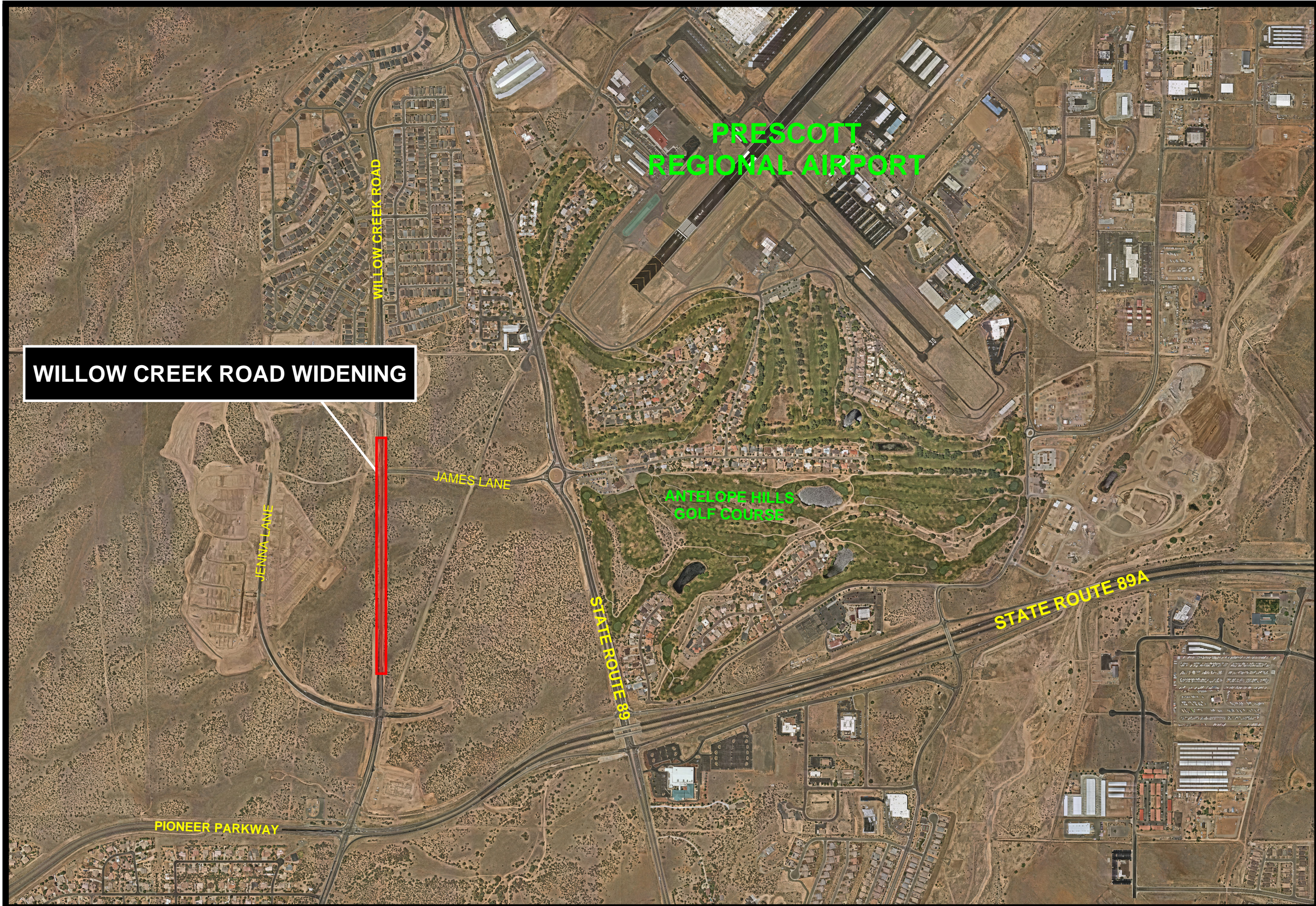
*Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Cindy Williams at 602-845-1200 or [cindyw@azcommerce.com](mailto:cindyw@azcommerce.com). Requests should be made as early as possible to allow time to arrange.*

# Scores & Recommendations

		Maximum Points:	150	150	200	100	100	200	100	1000	100%
#	Applicant	Costs/ Expenditures	Quality Jobs	Cash Match	Local Support	Economic Impact	ROI	Timeline	Total	Percentage	
1	City of Prescott	150	149	167	79	88	185	93	<b>911</b>	91.1%	
2	Town of Snowflake	148	122	135	81	80	164	90	<b>820</b>	82.0%	

Evaluation Results for ESP26 Grant Awards					
Applicant	Eval Rank	Amount Requested	Match	Recommended Award	Percentage of Funding Request
<i>Available Funds</i>				\$1,043,769.00	100%
City of Prescott	1	\$600,000	\$142,640	\$600,000.00	100%
Town of Snowflake	2	\$420,000	\$84,000	\$420,000.00	100%
<i>Total Amount of ESP26 Award Recommendations</i>				\$1,020,000.00	98%
<i>Unallocated funds for ESP26 Grant (rollover for next round)</i>				\$23,769.00	2%





**WILLOW CREEK ROAD WIDENING**

**PRESCOTT  
REGIONAL AIRPORT**

**ANTELOPE HILLS  
GOLF COURSE**

WILLOW CREEK ROAD

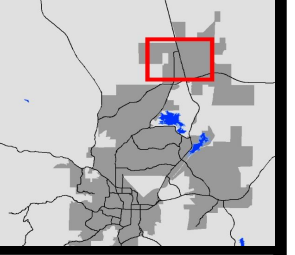
JAMES LANE

STATE ROUTE 89

STATE ROUTE 89A

JENNA LANE

PIONEER PARKWAY



Willow Creek Widening Between  
Jenna and James

This map is a product of  
The City of Prescott



### Economic Strength Project - Notice of Grant Acceptance

Thank you for allowing the Arizona Commerce Authority and the Arizona Department of Transportation the opportunity to work with you and your organization on the approval process for this project. Congratulations on your successful ESP application! To confirm your acceptance of the grant please fill out the information below and return to the Arizona Department of Transportation at your earliest convenience.

- We will accept the following grant award:
  - Project Title: Willow Creek Road Widening between Jenna Lane and James Lane
  - ESP Grant Award: \$600,000
  - Match Funding Amount: \$142,640
- We are no longer interested in pursuing this grant.

If there are any changes for the contact information, notify the Department at your earliest convenience. Please review, sign, and e-mail (or mail) your acceptance to the following:

Email: [SSatchell@azdot.gov](mailto:SSatchell@azdot.gov)

-OR-

Mail:  
Arizona Department of Transportation  
206 S. 17<sup>th</sup> Ave. #320B  
Phoenix, AZ 85007

Fax Number: 602-712-6412

If you have any questions, please contact Sharay Satchell at 602-712-7337 or the email address above.

Thank you,  
Sharay Satchell  
Transportation Planner  
Multimodal Planning Group

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Public Works  
ITEM #: 9.A  
SUBJECT: Adoption of Ordinance No. 2026-1946  
Authorizing the Acceptance of Two (2) Public  
Water Line Easements and One (1) Public  
Drainage Easement.  
**AN ORDINANCE OF THE MAYOR AND  
COUNCIL OF THE CITY OF PRESCOTT  
("CITY"), YAVAPAI COUNTY, ARIZONA,  
AUTHORIZING ACCEPTANCE OF TWO (2)  
PUBLIC WATERLINE EASEMENTS AND ONE  
(1) PUBLIC DRAINAGE EASEMENT FROM  
THE EFFECTED PROPERTY OWNERS OF  
THE CITYWIDE SMALL WATER MAINS  
PHASE II PROJECT, AUTHORIZING THE  
MAYOR AND STAFF TO EXECUTE ANY AND  
ALL DOCUMENTS TO EFFECTUATE SAID  
EASEMENTS**

## ITEM SUMMARY

This item is for the adoption of Ordinance No. 2026-1946 which will authorize the acceptance of multiple utility easements. These easements are needed by the City of Prescott to assist with the completion of the Citywide Small Water Mains Phase II project, slated for completion later this year.

## BACKGROUND

After the design of the Water Main system, it has been determined that easements from Donald Family LLC, Thumb Butte Townhouse POA, Inc and Frank & Gina Stolfi are needed by the City in order to complete the necessary waterline installations and to correct drainage issues.

## FINANCIAL IMPACT

Financial Impact to the City shall be limited to recording costs.

## RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2026-1946

## ATTACHMENTS

1. Ordinance No. 2026-1946\_Citywide Small Water Mains Phase II
2. Donald Family Easement
3. Thumb Butte POA Easement
4. Stolfi Family Easement

**ORDINANCE NO. 2026-1946**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ("CITY"), YAVAPAI COUNTY, ARIZONA, AUTHORIZING ACCEPTANCE OF TWO (2) PUBLIC WATERLINE EASEMENTS AND ONE (1) PUBLIC DRAINAGE EASEMENT FROM THE EFFECTED PROPERTY OWNERS OF THE CITYWIDE SMALL WATER MAINS PHASE II PROJECT, AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID EASEMENTS**

**RECITALS:**

**WHEREAS**, the City Council has determined that certain easements are needed by the City, and acceptance of these easements will be in the best interest of the health, safety and welfare of the City of Prescott.

**WHEREAS**, the City Council has determined that project would best serve the health and safety of the area by improving water delivery as well as storm water removal for the area.

**ENACTMENTS:**

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

SECTION 1. THAT the City Council hereby agrees the acceptance of these easements 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 aforementioned easements.

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 M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2026-1946 is a true, correct and accurate copy of Ordinance No. 2026-1946 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

**When recorded, mail to:**  
**City of Prescott**  
**City Clerk**  
**201 N. Montezuma Street**  
**Prescott, AZ 86301**

**PUBLIC WATER LINE EASEMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, **Donald Family, LLC**, a California Limited Liability Company, hereinafter called "**Grantor**", hereby grants to the **City of Prescott**, an Arizona municipality, hereinafter referred to as the "**Grantee**", its employees, agents, and designees, the non-exclusive right of ingress and egress over, under, and through the real property described and depicted in **Exhibit "A"** and fully depicted in **Exhibit "B"**, attached hereto and made a part hereof (the "**Easement Area**"), for underground water lines, to use and construct same, together with the right to construct, maintain and replace same (the "**Public Water Line Easement**").

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

Grantor covenants and agrees not to perform any construction, excavation, or alteration upon or within said Easement Area, or perform any modifications to said property without prior written permission of the Grantee.

Grantor agrees not to construct any permanent building or wall upon said Easement Area.

Grantee agrees to return the ground cover and any landscaping to a condition as close as possible to that which existed before installations or any repair is made.

Use of the Easement Area shall at all times be subject to the terms and conditions contained on **Schedule 1** attached hereto and made a part hereof (the "**Easement Restrictions**").

Grantee shall be solely liable for and shall bear all risk of use of the Easement Area by Grantee and its respective employees, contractors, agents, and invitees. Grantee hereby indemnifies and agrees to hold Grantor and its successors and assigns harmless from any and all claims, damages, liabilities, and causes of action arising from use of the Easement Area by Grantee

or its employees, contractors, agents, and invitees.

This Public Water Line Easement Agreement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Public Water Line Easement Agreement as of the 4 day of JUNE, 2025.

**GRANTOR: Donald Family, LLC, a California Limited Liability Company**

By: *James E. Donald*

Name: JAMES E. DONALD

Title: MANAGER - DONALD FAMILY LLC

State of CALIFORNIA  
) ss.  
County of ORANGE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it. company.

[Seal]

\_\_\_\_\_  
Notary Public

*SEE ATTACHED*

My commission expires: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

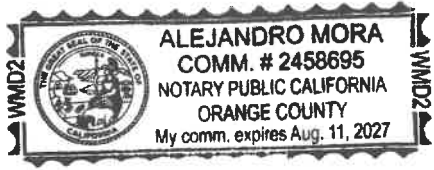
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On 6/4/25 before me, Alejandro Mora, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared James Earl Donald  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_  
**Capacity(ies) Claimed by Signer(s)**  
Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**GRANTEE: City of Prescott**

\_\_\_\_\_  
PHILIP R. GOODE, Mayor

State of ARIZONA    )  
                                  ) ss.  
County of Yavapai    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, personally known to me or  
proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the  
within instrument, and acknowledged that he/she executed it.

\_\_\_\_\_  
Notary Public

[Seal]

My commission expires: \_\_\_\_\_

**Exhibit "A"**

(Legal Description of Easement Area)

# EXHIBIT A LEGAL DESCRIPTION WATERLINE EASEMENT

A PORTION OF THE PARCEL RECORDED IN DOC. NO. 2023-0042169, YAVAPAI COUNTY RECORDS LOCATED IN SECTION 05, TOWNSHIP 13 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL FROM WHICH THE NEXT POINT ON THE NORTHEAST LINE OF SAID PARCEL BEARS NORTH 37°08'00" WEST, A DISTANCE OF 131.27;

THENCE ALONG THE SOUTHEAST LINE OF SAID PARCEL, SOUTH 51°51'24" WEST, A DISTANCE OF 64.77 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE SOUTHEAST LINE OF SAID PARCEL, NORTH 45°46'57" WEST, A DISTANCE OF 38.23 FEET;

THENCE SOUTH 89°09'32" WEST, A DISTANCE OF 62.82 FEET;

THENCE SOUTH 00°50'28" EAST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 89°09'32" EAST, A DISTANCE OF 54.53 FEET;

THENCE SOUTH 45°46'57" EAST, A DISTANCE OF 27.26 FEET TO THE SOUTHEAST LINE OF SAID PARCEL;

THENCE ALONG THE SOUTHEAST LINE OF SAID PARCEL, NORTH 51°51'24" EAST, A DISTANCE OF 20.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,828 SQUARE FEET OR 0.042 ACRES, MORE OR LESS.



CHAD W. HUBER  
 RLS 35316  
 1661 E. CAMELBACK RD, SUITE 400  
 PHOENIX, ARIZONA 85016  
 PH. 602-837-5511  
 chad.huber@kimley-horn.com

<b>Kimley»Horn</b>		<small>1661 E. CAMELBACK RD, Suite 400 PHOENIX, AZ 85016</small>		<small>Tel. No. (602) 837-5511</small>	
<small>Scale</small>	<small>Drawn by</small>	<small>Checked by</small>	<small>Date</small>	<small>Project No.</small>	<small>Sheet No.</small>
N/A	JRW	CWH	02/05/2025	091345041	1 OF 2

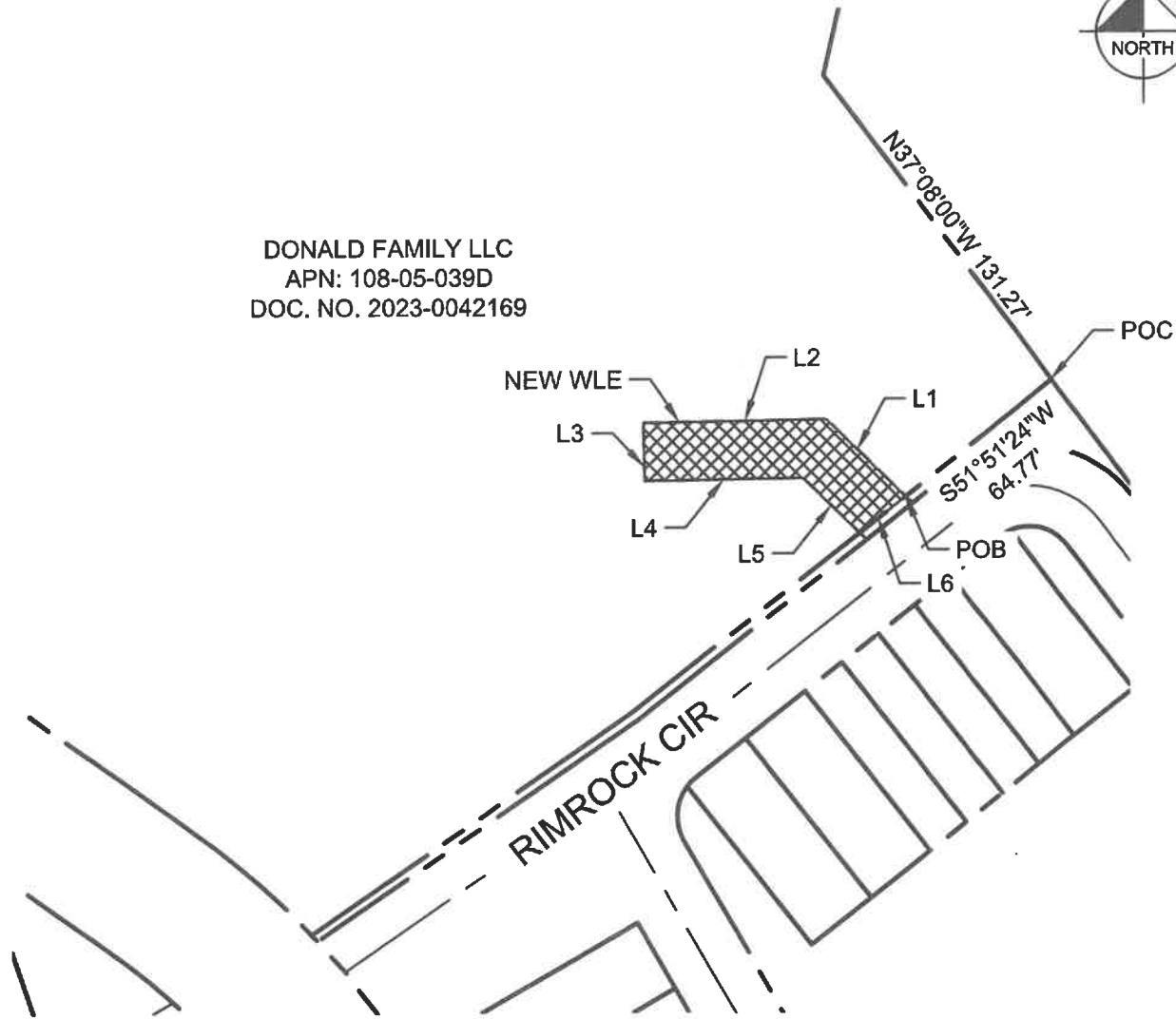
**Exhibit "B"**

(Depiction of Easement Area)

# EXHIBIT B



DONALD FAMILY LLC  
 APN: 108-05-039D  
 DOC. NO. 2023-0042169



 WATERLINE EASEMENT  
 1,828 SQ.FT. MORE OR LESS

**LINE TABLE**

- L1 = N45°46'57"W 38.23'
- L2 = S89°09'32"W 62.82'
- L3 = S00°50'28"E 20.00'
- L4 = N89°09'32"E 54.53'
- L5 = S45°46'57"E 27.26'
- L6 = N51°51'24"E 20.18'



CHAD W. HUBER  
 RLS 35316  
 1661 E. CAMELBACK RD, SUITE 400  
 PHOENIX, ARIZONA 85016  
 PH. 602-837-5511  
 chad.huber@kimley-horn.com

## Kimley»Horn

1661 E. CAMELBACK RD, Suite 400 PHOENIX, AZ 85016 Tel. No. (602) 837-5511

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	EKH	CWH	02/05/2025	091345041	2 OF 2

**Schedule "1"**  
(Easement Restrictions)

General Requirements

The following general requirements are considered minimum requirements for the Public Water Line Easement. These minimum requirements are incorporated into this Public Water Line Easement Agreement to avoid conflict with any existing easement rights. The City of Prescott (hereinafter referred to as "CITY") shall have non-exclusive use of the Easement Area for underground water and sewer lines. The CITY may not grant a license for use within the Easement Area. These requirements are a part of the Public Water Line Easement; they are applicable to the current property owner and run with the land to any future owner/owners. Contractors shall be required to meet these provisions. Any construction shall require an encroachment agreement with the CITY.

1. This Public Water Line Easement restricts the placement of a pipeline, conduit, structure, including block fencing, buildings, major landscaping components, any part of a structure or material storage, within the Easement Area both above and below ground.
2. An authorized CITY representative must be on site during any work performed on or across the Easement Area, and will remain as long as power excavation equipment is utilized.

Pre-Approved Crossings

1. Subject to paragraph 2 above and the following provisions, Grantor and its successors and assigns shall have the right to construct a roadway and utility crossing of the Easement Area subject to adopted City Standards.

Excavation

1. Plans for any excavation or filling in the Easement Area must be reviewed and approved prior to commencing any work. Excavating closer than 2 feet vertically or horizontally to the pipeline shall be done by hand until the pipe is exposed and shall be done only under the observation of an authorized CITY representative.
2. Any plowing or ripping of soil within the Easement Area, including agricultural, at depths greater than 1 foot will require specific authorization from the CITY.

Streets, Roads, and Driveways

1. Notice and approval of the CITY is required before any construction of a driveway within the Easement Area is undertaken. Construction of any street or road that would include the heavy vehicles such as semi-trucks or construction equipment within the Easement Area will require written notice to the CITY, a review of construction plans, with minimum pipeline cover requirements, prior to any construction. An opportunity for CITY to make a pipe inspection must

be given to the start of any construction. A set of constructions plans reviewed and approved by the CITY is required.

2. Temporary easement surface crossings may be approved with notice to the CITY and prior authorization, some cover restrictions may apply.

#### Fences

1. Fence posts shall not be installed within 5 feet of the center of the pipeline, and the first post on either side of the pipe shall be set in hand dug holes. Also, the fences must be gated to allow vehicles ingress/egress along the Easement Area.

2. To perform normal inspections, maintenance, and repair, access through or around fences crossing the Easement Area must be provided. The CITY will provide access by providing gates on pre-existing fences to assure ingress/egress along the Easement Area. If fencing is removed for inspections, maintenance, and repair, it will be replaced with like materials in a like manner by the CITY, to the extent reasonably practicable.

#### Landscaping

1. Lawns and vegetable gardens are acceptable uses. No trees, shrubs, or permanent plantings are allowed. Lawns, flower beds, or gardens within the Easement Area may be damaged by inspections/surveys. Heavy maintenance may require total clearing of the Easement Area. No compensation is given to the owner to restore lawns or vegetable gardens under these circumstances.

#### Open Waterways

1. No open waterways, ditches, canals, drainage catchments, retention ponds, ponds, stock ponds, pools, etc. shall be allowed within 15 feet of the pipeline center line. Except a canal or ditch crossing at a 90 degree angle shall be allowed if pre-existing or with an encroachment agreement with the CITY.

2. Anyone altering (clearing, regrading, or changing alignment) a waterway within the Easement Area must obtain approval from the CITY prior to making changes, and obtaining an encroachment agreement.

#### General Requirements for Buried Line Crossings

1. All buried pipeline, power or telecommunication lines crossing the Easement Area shall be installed adhering to all applicable codes and requirements governing such installations. Before any installation, notification to the CITY and an encroachment agreement is required.

2. All buried pipeline, power or telecommunication lines crossing the Easement Area must cross on an angle at 90 degrees or as close to it as possible. This angle must be maintained across the entire width of the Easement Area. Depending on the type of line, minimal cover amounts are

required.

3. No new foreign appurtenances (meters, poles, or drop boxes, etc.) shall be located within the Easement Area without an encroachment agreement with the CITY.
4. A 6 inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire Easement Area, as a protective measure.
5. Communication lines (telephone, buried power lines, TV, or other data lines) shall be encased in a rigid nonmetallic conduit across the full width of the Easement Area and buried at a constant depth across the Easement Area.
6. Sewer and water lines shall adhere to these requirements.
7. No water collection basins, well drilling, septic drain fields, septic tanks or septic treatment facilities are permitted in the Easement Area.

#### Above Ground Utility Crossings

1. Power lines shall maintain a minimum of 30 feet of clearance over the Easement Area.
2. No future poles or other appurtenances shall be located in the Easement Area unless an encroachment agreement is obtained.

#### Penalties for Failure to Abide by Restrictions

1. Failure to follow or abide by these Easement Restrictions may be punishable as either a civil or criminal action to the fullest extent allowed by any federal, state, or local statutes, codes, ordinances, rules or regulations.
2. Owners will be liable to the City for any damage to City property within the Easement Area caused by the property owners' negligence in failing to abide by or follow the Easement Restrictions.

#### Contact Information

The CITY can/shall be contacted at Prescott Department of Public Works, telephone 928-777-1130. Any construction or changes to the Easement Area shall require an encroachment agreement. Contractors are required to adhere to these Easement Requirements.

**When recorded, mail to:  
City of Prescott  
City Clerk  
201 N. Montezuma Street  
Prescott, AZ 86301**

**PUBLIC WATER LINE EASEMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, **Thumb Butte Townhouse POA Inc.**, hereinafter called "**Grantor**", hereby grants to the **City of Prescott**, an Arizona municipality, hereinafter referred to as the "**Grantee**", its employees, agents, and designees, the non-exclusive right of ingress and egress over, under, and through the real property described in **Exhibit "A"** and fully depicted in **Exhibit "B"** attached hereto and made a part hereof (the "**Easement Area**"), for underground water lines and a small retaining wall, to use and construct same, together with the right to construct, maintain and replace same (the "**Public Water Line Easement**").

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

Grantor covenants and agrees not to perform any construction, excavation, or alteration upon or within said Easement Area, or perform any modifications to said property without prior written permission of the Grantee.

Grantor agrees not to construct any permanent building or wall upon said Easement Area.

Grantee agrees to return the ground cover and any landscaping to a condition as close as possible to that which existed before installations or any repair is made.

Use of the Easement Area shall at all times be subject to the terms and conditions contained on **Schedule 1** attached hereto and made a part hereof (the "**Easement Restrictions**").

Grantee shall be solely liable for and shall bear all risk of use of the Easement Area by Grantee and its respective employees, contractors, agents, and invitees. Grantee hereby indemnifies and agrees to hold Grantor and its successors and assigns harmless from any and all claims, damages, liabilities, and causes of action arising from use of the Easement Area by Grantee

or its employees, contractors, agents, and invitees.

This Public Water Line Easement Agreement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Public Water Line Easement Agreement as of the 2<sup>nd</sup> day of April, 2026.

**GRANTOR: Thumb Butte Townhouse POA Inc.**

By: [Signature]

Name: JOHN A BLOSSER

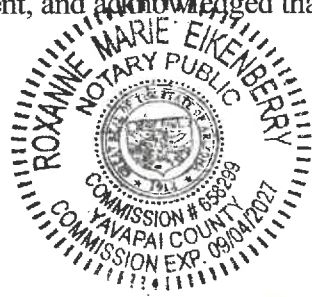
Title: Authorized Board Member

State of Arizona )  
 ) ss.  
County of Yavapai )

The foregoing instrument was acknowledged before me this 2 day of April, 2026 by Roxanne Marie Eikenberry, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

company.

[Seal]



[Signature]  
Notary Public

My commission expires: 09-04-2027

**GRANTEE: City of Prescott**

\_\_\_\_\_  
Cathey Rusing, Mayor

State of ARIZONA    )  
                                  ) ss.  
County of Yavapai    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, personally known to me or  
proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the  
within instrument, and acknowledged that he/she executed it.

\_\_\_\_\_  
Notary Public

[Seal]

My commission expires: \_\_\_\_\_

**Exhibit "A"**

(Legal Description of Easement Area)

# EXHIBIT A LEGAL DESCRIPTION WATERLINE EASEMENT

A PORTION OF THUMB BUTTE TOWNHOUSES UNIT 2 RECORDED IN BOOK 24 OF MAPS AND PLATS, PAGE 43, YAVAPAI COUNTY RECORDS LOCATED IN SECTION 05, TOWNSHIP 13 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL FROM WHICH THE SOUTHEAST CORNER OF SAID PARCEL BEARS SOUTH 37°08'00" EAST, A DISTANCE OF 438.33;

THENCE ALONG THE NORTHWEST LINE OF SAID PARCEL, SOUTH 51°51'24" WEST, A DISTANCE OF 64.77 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE, SOUTH 51°51'24" WEST, A DISTANCE OF 20.18 FEET;

THENCE LEAVING SAID LINE, SOUTH 45°46'57" EAST, A DISTANCE OF 3.28 FEET;

THENCE NORTH 51°51'24" EAST, A DISTANCE OF 20.18 FEET;

THENCE NORTH 45°46'57" WEST, A DISTANCE OF 3.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 66 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.



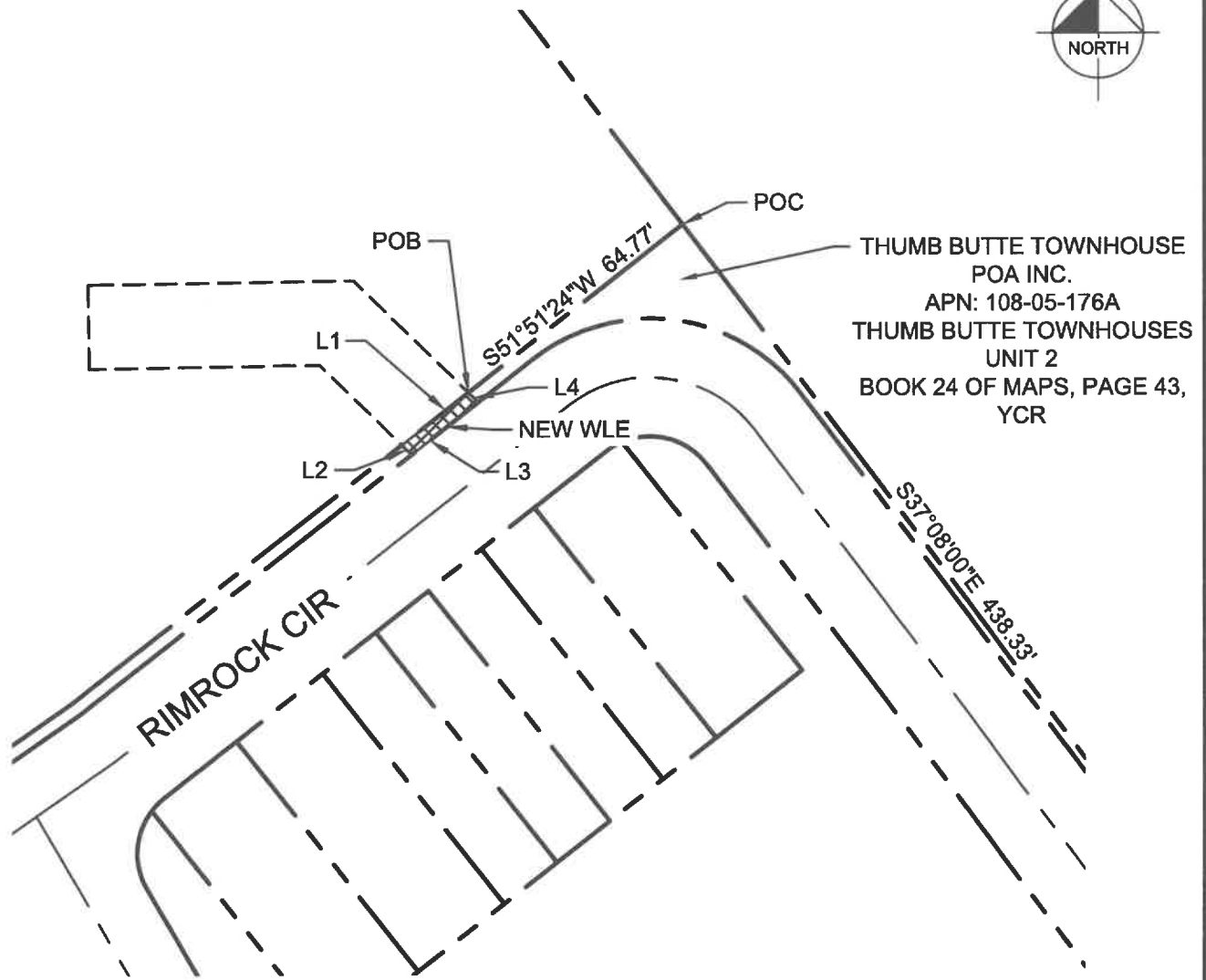
CHAD W. HUBER  
 RLS 35316  
 1661 E. CAMELBACK RD, SUITE 400  
 PHOENIX, ARIZONA 85016  
 PH. 602-837-5511  
 chad.huber@kimley-horn.com

<b>Kimley»Horn</b>		<small>1661 E. CAMELBACK RD, Suite 400 PHOENIX, AZ 85016</small>		<small>Tel. No. (602) 837-5511</small>	
<small>Scale</small>	<small>Drawn by</small>	<small>Checked by</small>	<small>Date</small>	<small>Project No.</small>	<small>Sheet No.</small>
N/A	JRW	CWH	02/05/2025	091345042	1 OF 2

**Exhibit "B"**

(Depiction of Easement Area)

# EXHIBIT B



THUMB BUTTE TOWNHOUSE  
POA INC.  
APN: 108-05-176A  
THUMB BUTTE TOWNHOUSES  
UNIT 2  
BOOK 24 OF MAPS, PAGE 43,  
YCR

 WATERLINE EASEMENT  
66 SQ.FT. MORE OR LESS

**LINE TABLE**

L1 = S51°51'24"W	20.18'
L2 = S45°46'57"E	3.28'
L3 = N51°51'24"E	20.18'
L4 = N45°46'57"W	3.28'



CHAD W. HUBER  
RLS 35316  
1661 E. CAMELBACK RD, SUITE 400  
PHOENIX, ARIZONA 85016  
PH. 602-837-5511  
chad.huber@kimley-horn.com

## Kimley»Horn

1661 E. CAMELBACK RD, Suite 400      Tel. No. (602) 837-5511  
PHOENIX, AZ 85016

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	EKH	CWH	02/05/2025	091345042	2 OF 2

**Schedule "1"**  
(Easement Restrictions)

General Requirements

The following general requirements are considered minimum requirements for the Public Water Line Easement. These minimum requirements are incorporated into this Public Water Line Easement Agreement to avoid conflict with any existing easement rights. The City of Prescott (hereinafter referred to as "CITY") shall have non-exclusive use of the Easement Area for underground water and sewer lines. The CITY may not grant a license for use within the Easement Area. These requirements are a part of the Public Water Line Easement; they are applicable to the current property owner and run with the land to any future owner/owners. Contractors shall be required to meet these provisions. Any construction shall require an encroachment agreement with the CITY.

1. This Public Water Line Easement restricts the placement of a pipeline, conduit, structure, including block fencing, buildings, major landscaping components, any part of a structure or material storage, within the Easement Area both above and below ground.
2. An authorized CITY representative must be on site during any work performed on or across the Easement Area, and will remain as long as power excavation equipment is utilized.

Pre-Approved Crossings

1. Subject to paragraph 2 above and the following provisions, Grantor and its successors and assigns shall have the right to construct a roadway and utility crossing of the Easement Area subject to adopted City Standards.

Excavation

1. Plans for any excavation or filling in the Easement Area must be reviewed and approved prior to commencing any work. Excavating closer than 2 feet vertically or horizontally to the pipeline shall be done by hand until the pipe is exposed and shall be done only under the observation of an authorized CITY representative.
2. Any plowing or ripping of soil within the Easement Area, including agricultural, at depths greater than 1 foot will require specific authorization from the CITY.

Streets, Roads, and Driveways

1. Notice and approval of the CITY is required before any construction of a driveway within the Easement Area is undertaken. Construction of any street or road that would include the heavy vehicles such as semi-trucks or construction equipment within the Easement Area will require written notice to the CITY, a review of construction plans, with minimum pipeline cover requirements, prior to any construction. An opportunity for CITY to make a pipe inspection must

be given to the start of any construction. A set of construction plans reviewed and approved by the CITY is required.

2. Temporary easement surface crossings may be approved with notice to the CITY and prior authorization, some cover restrictions may apply.

#### Fences

1. Fence posts shall not be installed within 5 feet of the center of the pipeline, and the first post on either side of the pipe shall be set in hand dug holes. Also, the fences must be gated to allow vehicles ingress/egress along the Easement Area.

2. To perform normal inspections, maintenance, and repair, access through or around fences crossing the Easement Area must be provided. The CITY will provide access by providing gates on pre-existing fences to assure ingress/egress along the Easement Area. If fencing is removed for inspections, maintenance, and repair, it will be replaced with like materials in a like manner by the CITY, to the extent reasonably practicable.

#### Landscaping

1. Lawns and vegetable gardens are acceptable uses. No trees, shrubs, or permanent plantings are allowed. Lawns, flower beds, or gardens within the Easement Area may be damaged by inspections/surveys. Heavy maintenance may require total clearing of the Easement Area. No compensation is given to the owner to restore lawns or vegetable gardens under these circumstances.

#### Open Waterways

1. No open waterways, ditches, canals, drainage catchments, retention ponds, ponds, stock ponds, pools, etc. shall be allowed within 15 feet of the pipeline center line. Except a canal or ditch crossing at a 90 degree angle shall be allowed if pre-existing or with an encroachment agreement with the CITY.

2. Anyone altering (clearing, regrading, or changing alignment) a waterway within the Easement Area must obtain approval from the CITY prior to making changes, and obtaining an encroachment agreement.

#### General Requirements for Buried Line Crossings

1. All buried pipeline, power or telecommunication lines crossing the Easement Area shall be installed adhering to all applicable codes and requirements governing such installations. Before any installation, notification to the CITY and an encroachment agreement is required.

2. All buried pipeline, power or telecommunication lines crossing the Easement Area must cross on an angle at 90 degrees or as close to it as possible. This angle must be maintained across the entire width of the Easement Area. Depending on the type of line, minimal cover amounts are

required.

3. No new foreign appurtenances (meters, poles, or drop boxes, etc.) shall be located within the Easement Area without an encroachment agreement with the CITY.
4. A 6 inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire Easement Area, as a protective measure.
5. Communication lines (telephone, buried power lines, TV, or other data lines) shall be encased in a rigid nonmetallic conduit across the full width of the Easement Area and buried at a constant depth across the Easement Area.
6. Sewer and water lines shall adhere to these requirements.
7. No water collection basins, well drilling, septic drain fields, septic tanks or septic treatment facilities are permitted in the Easement Area.

#### Above Ground Utility Crossings

1. Power lines shall maintain a minimum of 30 feet of clearance over the Easement Area.
2. No future poles or other appurtenances shall be located in the Easement Area unless an encroachment agreement is obtained.

#### Penalties for Failure to Abide by Restrictions

1. Failure to follow or abide by these Easement Restrictions may be punishable as either a civil or criminal action to the fullest extent allowed by any federal, state, or local statutes, codes, ordinances, rules or regulations.
2. Owners will be liable to the City for any damage to City property within the Easement Area caused by the property owners' negligence in failing to abide by or follow the Easement Restrictions.

#### Contact Information

The CITY can/shall be contacted at Prescott Department of Public Works, telephone 928-777-1130. Any construction or changes to the Easement Area shall require an encroachment agreement. Contractors are required to adhere to these Easement Requirements.

When recorded, mail to:  
City of Prescott  
City Clerk  
201 N. Montezuma Street  
Prescott, AZ 86301

**PUBLIC DRAINAGE EASEMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged by each party to the other, **Frank and Gina Stolfi**, hereinafter called "**Grantor**", hereby grants to the **City of Prescott**, an Arizona municipality, hereinafter referred to as the "**Grantee**", its employees, agents, and designees, the non-exclusive right of ingress and egress over, under, and through the real property described in **Exhibit "A"** and depicted in **Exhibit "B"**, attached hereto and made a part hereof (the "**Easement Area**"), for constructing and placing drainage facilities and maintenance of any and all drainage facilities; (the "**Public Drainage Easement**").

This easement shall run with the land, and shall be perpetual unless earlier abandoned or vacated by the Grantee.

Grantor covenants and agrees not to perform any construction, excavation, or alteration upon or within said Easement Area, or perform any modifications to said property without prior written permission of the Grantee.

Grantor agrees not to construct any permanent building or wall upon said Easement Area.

Use of the Easement Area shall at all times be subject to the terms and conditions contained on **Schedule 1** attached hereto and made a part hereof (the "**Easement Restrictions**").

Grantee shall be solely liable for and shall bear all risk of use of the Easement Area by Grantee and its respective employees, contractors, agents, and invitees. Grantee hereby indemnifies and agrees to hold Grantor and its successors and assigns harmless from any and all claims, damages, liabilities, and causes of action arising from use of the Easement Area by Grantee or its employees, contractors, agents, and invitees. Grantee shall be liable for any necessary repairs that may be caused by erosion damage.

This Public Drainage Easement Agreement may be executed by the parties hereto in two or more counterparts, all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Public Drainage Easement Agreement as of the 12 day of June, 2025.

**GRANTOR: Frank and Gina Stolfi**

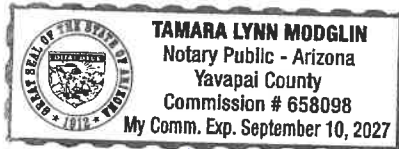
Frank Stolfi [Signature]

Gina Stolfi [Signature]

State of ARIZONA )  
County of Yavapai ) ss.

The foregoing instrument was acknowledged before me this 12 day of June, 2025, by Frank & Gina Stolfi, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

[Seal]



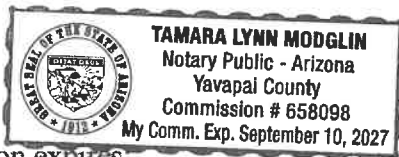
[Signature]  
Notary Public

My commission expires: 9/10/2027

State of ARIZONA )  
County of Yavapai ) ss.

The foregoing instrument was acknowledged before me this 12 day of June, 2025, by Frank & Gina Stolfi, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed it.

[Seal]



[Signature]  
Notary Public

My commission expires: 9/10/2027

GRANTEE:

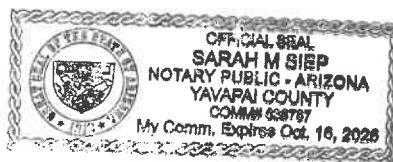
Philip R. Goode  
Philip R. Goode, Mayor

State of ARIZONA    )  
                              ) ss.  
County of Yavapai )

The foregoing instrument was acknowledged before me this 13 day of June, 2025  
by Philip R. Goode, personally known to me or  
proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the  
within instrument, and acknowledged that he/she executed it.

Sarah M Siep  
Notary Public

[Seal]  
My commission expires: 10/16/26

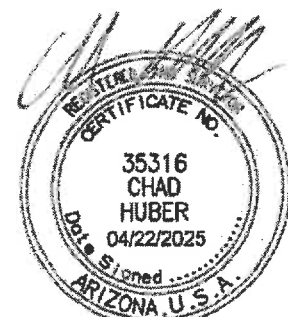


**Exhibit "A"**  
(Legal Description of Easement Area)

# EXHIBIT A LEGAL DESCRIPTION DRAINAGE EASEMENT

A PORTION OF LOTS 1 & 2, BLOCK D OF CORTEZ PARK RECORDED IN BOOK 4 OF MAPS AND PLATS, PAGE 94, YAVAPAI COUNTY RECORDS LOCATED IN SECTION 5, TOWNSHIP 13 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1;  
 THENCE ALONG THE EAST LINE OF SAID LOT 1, NORTH 04°15'28" WEST, A DISTANCE OF 10.00 FEET;  
 THENCE LEAVING THE EAST LINE OF SAID LOT 1, SOUTH 86°33'32" WEST, A DISTANCE OF 78.55 FEET;  
 THENCE NORTH 18°43'55" WEST, A DISTANCE OF 5.18 FEET;  
 THENCE SOUTH 86°33'32" WEST, A DISTANCE OF 10.37 FEET;  
 THENCE SOUTH 04°15'28" EAST, A DISTANCE OF 15.00 FEET TO THE SOUTH LINE OF SAID LOT 1;  
 THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 86°33'32" EAST, A DISTANCE OF 90.22 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 957 SQUARE FEET OR 0.022 ACRES, MORE OR LESS.



CHAD W. HUBER  
 RLS 35316  
 1661 E. CAMELBACK RD, SUITE 400  
 PHOENIX, ARIZONA 85016  
 PH. 602-837-5511  
 chad.huber@kimley-horn.com

<b>Kimley»Horn</b>					
1661 E. CAMELBACK RD, Suite 400 PHOENIX, AZ 85016			Tel. No. (602) 837-5511		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	EKH	CWH	04/22/2025	091345056	1 OF 2

**Exhibit "B"**  
(Depiction of Easement Area)

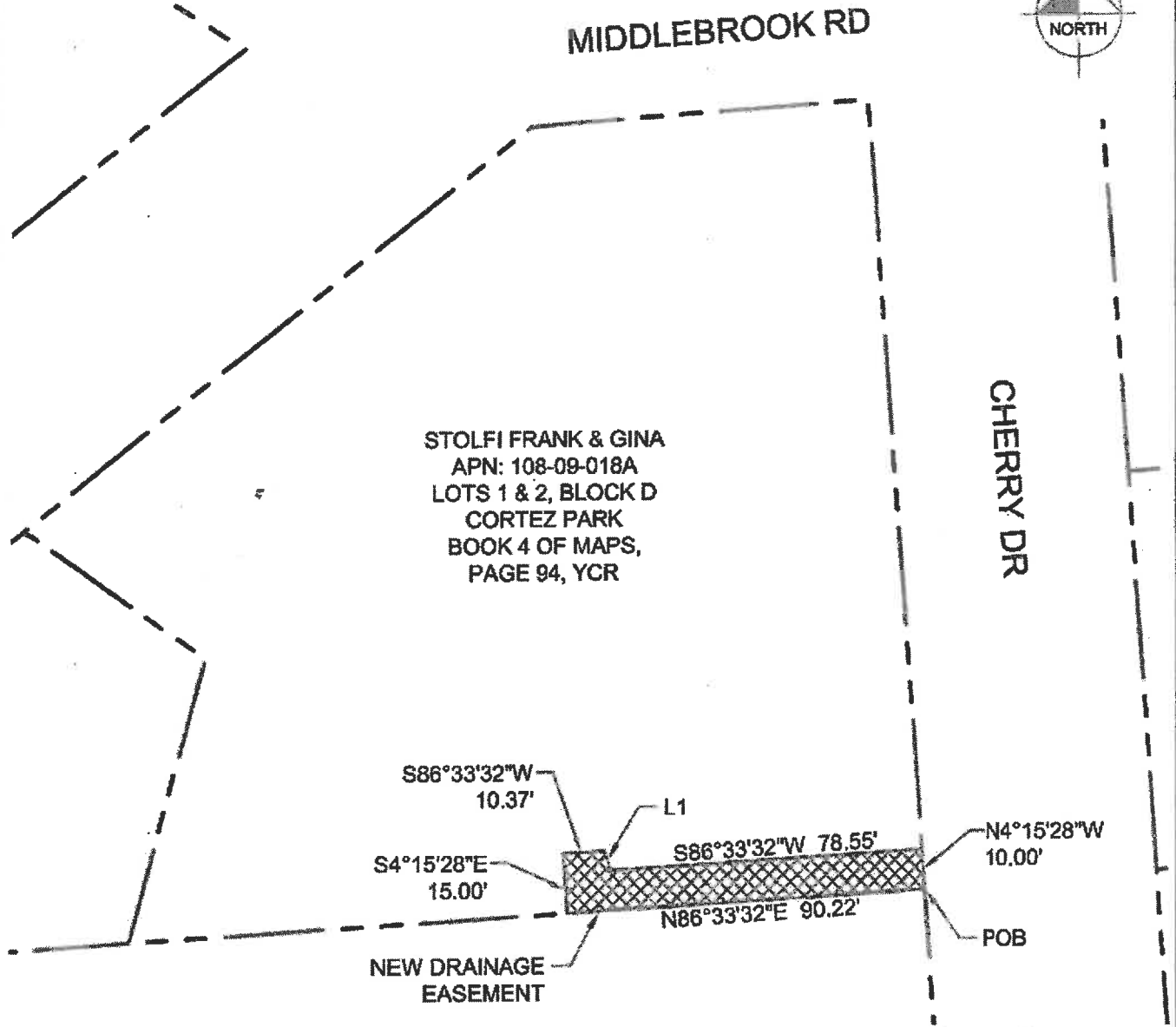
# EXHIBIT B



MIDDLEBROOK RD

CHERRY DR

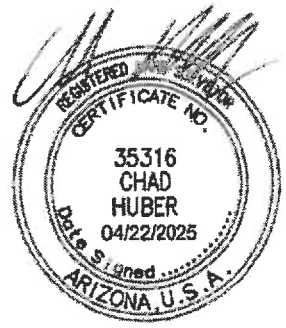
STOLFI FRANK & GINA  
 APN: 108-09-018A  
 LOTS 1 & 2, BLOCK D  
 CORTEZ PARK  
 BOOK 4 OF MAPS,  
 PAGE 94, YCR



 DRAINAGE EASEMENT  
 957 SQ.FT. MORE OR LESS

LINE TABLE

L1 = N18°43'55"W 5.18'



CHAD W. HUBER  
 RLS 35316  
 1661 E. CAMELBACK RD, SUITE 400  
 PHOENIX, ARIZONA 85016  
 PH. 602-837-5511  
 chad.huber@kimley-horn.com

## Kimley»Horn

1661 E. CAMELBACK RD, Suite 400      Tel. No. (602) 837-5511  
 PHOENIX, AZ 85018

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N.T.S.	EKH	CWH	04/22/2025	091345058	2 OF 2

**Schedule "1"**  
(Easement Restrictions)

General Requirements

The following general requirements are considered minimum requirements for the Public Drainage Easement. These minimum requirements are incorporated into this Public Drainage Easement Agreement to avoid conflict with any existing easement rights. The City of Prescott (hereinafter referred to as "CITY") shall have non-exclusive use of the Easement Area for constructing and placing drainage facilities and maintenance of any and all drainage facilities. The CITY may not grant a license for use within the Easement Area. These requirements are a part of the Public Drainage Easement; they are applicable to the current property owner and run with the land to any future owner/owners. Contractors shall be required to meet these provisions. Any construction shall require an encroachment agreement with the CITY.

1. This Public Drainage Easement restricts the placement of a pipeline, conduit, structure, including block fencing, buildings, major landscaping components, any part of a structure or material storage, within the Easement Area both above and below ground.
2. An authorized CITY representative must be on site during any work performed on or across the Easement Area, and will remain as long as power excavation equipment is utilized.

Excavation

1. Plans for any excavation or filling in the Easement Area must be reviewed and approved prior to commencing any work. Excavating closer than 2 feet vertically or horizontally to any pipeline shall be done by hand until the pipe is exposed and shall be done only under the observation of an authorized CITY representative.
2. Any plowing or ripping of soil within the Easement Area, including agricultural, at depths greater than 1 foot will require specific authorization from the CITY.

Streets, Roads, and Driveways

1. Notice and approval of the CITY is required before any construction of a driveway within the Easement Area is undertaken. Construction of any street or road that would include the heavy vehicles such as semi-trucks or construction equipment within the Easement Area will require written notice to the CITY, a review of construction plans, with minimum pipeline cover requirements, prior to any construction. An opportunity for CITY to make a pipe inspection must be given prior to the start of any construction. A set of construction plans reviewed and approved by the CITY is required.
2. Temporary easement surface crossings may be approved with notice to the CITY and prior authorization, some cover restrictions may apply.

## Fences

1. No Fence posts or fencing shall not be installed within the Easement Area.

## Landscaping

1. No trees, shrubs, or permanent plantings are allowed.

## Open Waterways

1. No open waterways, ditches, canals, drainage catchments, retention ponds, ponds, stock ponds, pools, etc. shall be allowed within 15 feet of the pipeline center line. Except a canal or ditch crossing at a 90 degree angle shall be allowed if pre-existing or with an encroachment agreement with the CITY.
2. Anyone altering (clearing, regrading, or changing alignment) a waterway within the Easement Area must obtain approval from the CITY prior to making changes, and obtaining an encroachment agreement.

## General Requirements for Buried Line Crossings

1. All buried pipeline, power or telecommunication lines crossing the Easement Area shall be installed adhering to all applicable codes and requirements governing such installations. Before any installation, notification to the CITY and an encroachment agreement is required.
2. All buried pipeline, power or telecommunication lines crossing the Easement Area must cross on an angle at 90 degrees or as close to it as possible. This angle must be maintained across the entire width of the Easement Area. Depending on the type of line, minimal cover amounts are required.
3. No new foreign appurtenances (meters, poles, or drop boxes, etc.) shall be located within the Easement Area without an encroachment agreement with the CITY.
4. A 6 inch wide vinyl burial warning tape shall be placed 12 to 18 inches above the crossing line and extend across the entire Easement Area, as a protective measure.
5. Communication lines (telephone, buried power lines, TV, or other data lines) shall be encased in a rigid nonmetallic conduit across the full width of the Easement Area and buried at a constant depth across the Easement Area.
6. Sewer and water lines shall adhere to these requirements.
7. No water collection basins, well drilling, septic drain fields, septic tanks or septic treatment facilities are permitted in the Easement Area.

## Above Ground Utility Crossings

1. Power lines shall maintain a minimum of 30 feet of clearance over the Easement Area.
2. No future poles or other appurtenances shall be located in the Easement Area unless an encroachment agreement is obtained.

#### Penalties for Failure to Abide by Restrictions

1. Failure to follow or abide by these Easement Restrictions may be punishable as either a civil or criminal action to the fullest extent allowed by any federal, state, or local statutes, codes, ordinances, rules or regulations.
2. Owners will be liable to the City for any damage to City property within the Easement Area caused by the property owners' negligence in failing to abide by or follow the Easement Restrictions.

#### Contact Information

The CITY can/shall be contacted at Prescott Department of Public Works, telephone 928-777-1130. Any construction or changes to the Easement Area shall require an encroachment agreement. Contractors are required to adhere to these Easement Requirements.



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Community Development  
ITEM #: 10.A  
SUBJECT: Public Hearing and Approval of Program Year 2026 (PY26) Community Development Block Grant (CDBG) Annual Action Plan.

## ITEM SUMMARY

The Annual Action Plan (AAP) is the City's annual application outlining the proposed uses and allocation of its Community Development Block Grant funds from HUD. The AAP is developed through a process that incorporates both public input as well as oversight from the Citizen Advisory Committee.

## BACKGROUND

The Community Development Block Grant (CDBG) program requires the City to develop an AAP each year. This plan outlines the proposed uses of the City's annual CDBG entitlement allocation from the U.S. Department of Housing and Urban Development (HUD). It serves as the annual implementation component under the City's 5-Year Consolidated Plan that guides community development priorities and goals.

The Annual Action Plan development involves public input, review of funding proposals by City staff and the Citizen Advisory Committee (CAC), and plan document preparation. The CAC evaluates proposals and provides funding allocation recommendations to the City Council for the plan. After Council approval and a public comment period, the finalized Annual Action Plan is submitted to HUD for review and acceptance.

For Program Year 2026, the estimated allocation of CDBG funds is \$265,856. A draft of the AAP has been available to the public for a 30-day comment period. Today's Council meeting will end the 30-day public comment period through the motion to close the public hearing regarding the AAP.

## FINANCIAL IMPACT

The City's CDBG program is funded through a federal grant.

## RECOMMENDED ACTION

1) MOVE to close public hearing regarding PY26 CDBG Annual Action Plan; and 2) MOVE to approve PY26 CDBG Annual Action Plan

## ATTACHMENTS

1. PY26 Annual Action Plan\_Presentation
2. Program Year 2026 CDBG AAP (Draft)



# Prescott's CDBG Program

## Program Year 2026 Annual Action Plan

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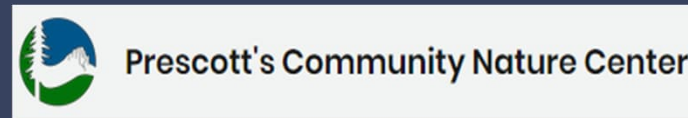
Michael McInnes, CDBG Coordinator  
*Community Development Department*

# Background

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- Community Development Block Grant (CDBG) is a U.S. Department of Housing and Urban Development (HUD) program that returns federal taxpayer dollars to local communities.
- Funds must primarily benefit low- and moderate-income (LMI) Prescott residents — at least 70% by federal statute.
- Prescott has administered CDBG continuously since 2004 — 22 consecutive program years of community investment.
- 100% federally funded — no City General Fund impact.
- Annual Action Plan (AAP) is the City's yearly submission to HUD identifying activities to be funded for the upcoming program year.

# Past Subrecipients



# CDBG Annual Allocation

*PY 2026  
Allocation:*  
**\$265,856**

*Total Awarded to  
Prescott Since  
2004:*  
**\$5.8 M**



# Program Year 2026 Funding Overview

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**\$265,856**

*Total HUD Allocation, Program Year 2026*

CONSTRUCTION

*No Cap*

**\$172,808**

ADMINISTRATION

*Capped at 20%*

**\$53,170**

PUBLIC SERVICE

*Capped at 15%*

**\$39,878**

*100% federally funded — no impact on the City General Fund.*

# A Highly Competitive Application Cycle

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*Strong community demand for Program Year 2026 CDBG funding*

# 26

*Applications Received for PY 2026*

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Up from 19 last year

*a 37% increase in community demand year-over-year*

- Total funding requested significantly exceeded the available \$265,856 allocation.
- 11 projects ultimately recommended for funding by the Citizen Advisory Committee.
- Reflects a healthy, well-recognized CDBG program serving a wide range of community needs.

## CAC Funding Recommendations: Construction

Organization	Project Description	Funding
The Agape House	Transitional Housing Renovations	\$51,577
City of Prescott (ComDev)	Down Payment Assistance Program	\$50,000
Adult Center of Prescott	ADA Restroom Accessibility Project	\$31,126
Prescott Chamber Foundation	Prescott Minor Home Repair Program	\$30,000
Polara Health	Sensory-Friendly Updates for Children's Services Facility (additional \$5k from PY2024)	\$5,563
Coalition for Compassion and Justice	Replacement of CCJ Unit in Kodiak Park	\$4,541
<b>Construction Subtotal</b>		<b>\$172,807</b>

## CAC Funding Recommendations: Public Service

Organization	Project Description	Funding
People Who Care	Transportation Program	\$12,327
Firemedx International	DOC Reentry Work Program	\$10,281
The Salvation Army	Winter Warm-Up	\$10,000
Wrapped in Love Diaper Bank	Diapering Essentials	\$5,169
The Launch Pad Teen Center	All Access Pass Meals, Free Snacks & Food Literacy	\$2,101
<b>Public Service Subtotal</b>		<b>\$39,878</b>

# Spotlight: Down Payment Assistance Program

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## Program Design

- Deferred-payment loan: no interest, no monthly payments
- Secured by subordinate lien on the property
- Funds may be used for down payment and eligible closing costs
- Loan repayment triggered by sale, transfer, refinance, or change in primary residency
- Repayments returned to the program — creating a revolving funding source for future Prescott homebuyers

## Who It Serves

- First-time homebuyers purchasing a primary residence in Prescott
- Households at or below 80% Area Median Income (LMI)
- Estimated 4 households assisted during project's pilot phase
- Directly responds to the housing affordability priority identified in the 2025–2029 Consolidated Plan

*\$50,000 pilot allocation | Administered by City Community Development Department in partnership with HUD-approved counseling agencies, lenders, and inspection providers*



## Recommended Action

1) MOVE to close the public hearing regarding the Program Year 2026 Annual Action Plan; and

2) MOVE to approve the Program Year 2026 Annual Action Plan and authorize submission to HUD.

*Following Council approval, the AAP will be submitted to HUD by June 30, 2026. HUD approval is anticipated in August 2026, with funding available October 2026.*



# Community Development Block Grant (CDBG) Annual Action Plan Program Year 2026

Mayor	Cathey Rusing
Mayor Pro Tem	Lois Fruhwirth
Council Member	Mary Frederickson
Council Member	Jim Garing
Council Member	Patrick Grady
Council Member	Jay Ruby
Council Member	Ted Gambogi

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# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

The Annual Action Plan (AAP) is submitted to the U.S. Department of Housing and Urban Development (HUD) on an annual basis and serves as the formal application for the distribution of Community Development Block Grant (CDBG) entitlement funds received by the City of Prescott.

The City of Prescott's Annual Action Plan describes allocations for the Community Development Block Grant program for the coming year – Program Year 2026 (July 1, 2026 – June 30, 2027), the second year of the 2025–2029 Consolidated Plan. The Consolidated Plan guides the allocation of funds over five years and addresses the goals and priorities identified by the community. New activities selected for funding were determined through a Notice of Funding Available and an application process approved by the Prescott City Council.

The City of Prescott has participated in the CDBG program since 2004. The Program Year 2026 HUD allocation for the City of Prescott is \$265,856. The CDBG program's National Objectives are to develop viable communities principally for low- and moderate-income persons through:

- Providing Decent Housing
- Providing a Suitable Living Environment
- Expanding Economic Opportunities

### 2. Summarize the objectives and outcomes identified in the Plan

The Annual Action Plan defines one-year activities in relationship to the five-year goals and objectives of the 2025–2029 Consolidated Plan and provides a description of the programs and projects of the City of Prescott in Program Year 2026 (PY 2026). The PY2026 Annual Action Plan is administered by the City's Community Development Department.

The PY2026 HUD allocation of \$265,856 is distributed as follows: 15% (\$39,878) for public services; 20% (\$53,171) for administration; and the remaining balance (\$172,807) for construction and housing activities. Eleven subrecipients were selected through a competitive application process aligned with the 2025–2029 Consolidated Plan's four strategic goal areas:

Public Facility/Infrastructure and Housing: ADA restroom accessibility improvements at the Adult Center of Prescott; transitional housing renovations at Agape House; affordable housing unit

replacement by Coalition for Compassion and Justice; sensory-friendly facility updates at Polara Health's Cortez Facility; a pilot Down Payment Assistance Program administered by the City of Prescott Community Development; and the Minor Home Repair Program through the Prescott Chamber of Commerce Foundation.

Public Services: Transportation assistance for elderly and disabled residents through People Who Care; workforce re-entry programming through Firemedx International; winter emergency shelter through The Salvation Army; after-school meals and food literacy through The Launch Pad Teen Center; and hygiene supply assistance through Wrapped in Love Diaper Bank.

Administration: Management, compliance, reporting, fair housing activities, and subrecipient coordination citywide.

The City anticipates PY2026 activities will serve LMI Prescott residents across housing, shelter, transportation, food access, and economic opportunity needs, consistent with the goals of the 2025–2029 Consolidated Plan.

### 3. Evaluation of past performance

Each year, HUD assesses the City of Prescott's management of CDBG funds, the City's compliance with the Consolidated Plan, and the extent to which the City is preserving and developing decent affordable housing, creating a suitable living environment, and expanding economic opportunities. A program assessment is performed annually through HUD's review of the Consolidated Annual Performance and Evaluation Report (CAPER).

The City of Prescott is proud of its prior CDBG accomplishments and continues to utilize available resources to improve quality of life in the community. A landmark achievement in Program Year 2024 was the completion of the U.S. VETS Officer's Quarters renovation at the Fort Whipple campus, a critical multi-year project that created quality transitional housing for formerly homeless veterans in a historic setting. This project represented a significant milestone in the City's commitment to addressing veteran homelessness and leveraging CDBG investment for durable, long-term housing solutions.

The City's public service programs continued to exceed expectations in PY2024. Transportation assistance programs through People Who Care and New Horizons Disability Empowerment Center served hundreds of low-income elderly and disabled Prescott residents, with People Who Care surpassing its service target by more than 5%. Prescott Meals on Wheels delivered meals to 614 CDBG-funded clients, achieving one of the highest service volumes in the program's history while maintaining its no-waitlist and no-financial-barriers policy.

The Prescott Minor Home Repair Program, administered through the Prescott Chamber of Commerce Foundation, has grown from a pilot initiative into an established program, assisting LMI homeowners

with critical repairs including electrical upgrades, plumbing repairs, ADA access improvements, and hot water heater replacements — repairs that enable vulnerable residents to safely remain in their homes.

The City has made significant progress on all priority areas identified in both the prior 2020–2024 Consolidated Plan and the new 2025–2029 Consolidated Plan. These past accomplishments and the needs identified through the community engagement process informed the City's selection of PY2026 projects and the continued emphasis on housing stability, accessible public facilities, and essential services for LMI residents.

#### 4. Summary of Citizen Participation Process and consultation process

The City of Prescott's Annual Action Plan for Program Year 2026 was developed in conjunction with input from citizens, social service agencies, non-profit providers, the Prescott CDBG Citizens Advisory Committee (CAC), and other interested persons.

The Citizens Advisory Committee (CAC), appointed by the Mayor and City Council, consists of seven local residents. The CAC works with City staff, advisors, and the community on issues and subjects associated with housing and community needs. The CAC then advises the City Council on the best way to address those needs. Meetings are open to the public.

##### Public Meetings, Hearings, and Notifications:

The City of Prescott hosted the PY2026 CDBG Community Needs Assessment Workshop and Public Hearing on November 19, 2025, at the Prescott Public Library, Founders Suite, 215 E. Goodwin Street, Prescott, AZ. There were 25 attendees representing local agencies, city departments, housing providers, social service organizations, and community members interested in CDBG funding. City staff provided an overview of the CDBG program, eligible activities, and national objectives. Representatives from multiple community organizations presented on local needs including affordable housing, veteran services, emergency shelter, transportation, food security, and senior services. Two community members also provided public comment at this hearing, highlighting housing instability challenges facing low-income seniors and individuals with disabilities.

A grant application how-to workshop video was made available on-demand on the City's CDBG webpage to assist applicants in completing applications. The application period opened December 1, 2025, and closed January 30, 2026. Applications were received from organizations across the public service, construction, and housing categories.

On February 18, 2026, the CAC heard presentations from all PY2026 CDBG applicants at a public meeting held at City Hall, Council Chambers, 201 N. Montezuma Street, Prescott, AZ 86301. Twenty-four applicants presented their proposed projects. A three-member Ranking Subcommittee (Members Cutting, Evans, and Suttles) was appointed to review and rank applications prior to the full CAC recommendation meeting.

On March 18, 2026, the CAC made their final funding recommendations following subcommittee review and scoring of all applications.

A draft of the PY2026 Annual Action Plan was made available for a 30-day public review and comment period beginning April 26, 2026, at: City Hall, Community Development Department, 201 N. Montezuma Street, Prescott, AZ 86301; Prescott Public Library, 215 E. Goodwin Street, Prescott, AZ 86303; and on the City's CDBG webpage at [prescott-az.gov/planning-and-zoning/cdbg/](http://prescott-az.gov/planning-and-zoning/cdbg/).

The Program Year 2026 Annual Action Plan is scheduled to be presented to the Prescott City Council at the May 26, 2026 public voting session, which will serve as the public hearing closing the 30-day comment period.

## 5. Summary of public comments

The 30-day public comment period is open from April 26, 2026 through May 26, 2026. A summary of any public comments received will be incorporated into this section prior to submission of the final Annual Action Plan to HUD.

During the November 19, 2025 Community Needs Workshop, two community members provided public comment. One community member spoke to the impact of housing instability on individuals with disabilities living on limited incomes. A senior housing resident spoke on behalf of senior women on fixed Social Security incomes, highlighting the growing gap between annual rent increases and Social Security cost-of-living adjustments as a driver of housing insecurity among elderly residents.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received during the formal 30-day public comment period as of the date of this plan's submission. A final accounting will be completed upon the close of the public comment period on May 26, 2026.

## 7. Summary

The City's outcomes for this planning period are directed at increased housing stability, expanded access to essential public services, and facility improvements that directly benefit low- and moderate-income Prescott residents — including veterans, elderly individuals, persons with disabilities, homeless families, and youth.

The PY2026 Annual Action Plan reflects the second year of implementation of the City's 2025–2029 Consolidated Plan and continues the City's commitment to maximizing the impact of limited federal resources through strategic partnerships, responsible stewardship, and programs that create lasting community benefit.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PRESCOTT	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Prescott Community Development Department is the lead agency for the Consolidated Plan and administers the Prescott CDBG Program. The Community Development Department works with a Citizens Advisory Committee (CAC), a seven-member advisory body appointed by and approved by City Council. The CAC plays an important role in Consolidated Planning activities, making recommendations to the City Council on five-year priorities and annual CDBG projects. The program is executed via a variety of subrecipient non-profit and government agencies as outlined in the Annual Action Plan Executive Summary.

Consolidated Plan Public Contact Information

Michael McInnes, CDBG Coordinator City of Prescott Community Development Department 201 N. Montezuma Street Prescott, Arizona 86301  
 Phone: 928-777-1205 Email: michael.mcinnnes@prescott-az.gov Website: <https://prescott-az.gov/planning-and-zoning/cdbg/>

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

The City of Prescott encourages citizen involvement in the planning, implementing, and evaluation of its CDBG Annual Action Plan. This includes activities intended to assist residents of the City, particularly those with low incomes and those with supportive housing needs. The following section details the opportunities for public involvement in preparing the PY2026 Annual Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Prescott, as well as Yavapai County, does not have a Public Housing Authority. The City participates in the Collective Impact Partnership — which serves as the area's Continuum of Care — and receives regular feedback between public and private agencies regarding mental health, housing, and social services needed and provided throughout the region.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City participates in bimonthly meetings with the Collective Impact Partnership, which includes all local homeless service providers, Veterans Services, and public and private agencies. All CoC agencies that are eligible are current or past subrecipients of the City of Prescott CDBG program. The CIP/CoC was consulted on October 21, 2025 as part of the PY2026 program planning process. Through this ongoing coordination, the City assesses emergency shelter and transitional housing needs and connects agencies serving homeless and at-risk populations with CDBG resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Prescott is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CDBG Citizen Advisory Committee
	Agency/Group/Organization Type	Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Seven-member CAC appointed by the Mayor and Council to reviews applications, conducts public hearings, and makes funding recommendations. Participated in Nov. 19, 2025 Needs Workshop and Feb. 18, 2026 applicant presentations.

2	Agency/Group/Organization	Collective Impact Partnership
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Services - Victims Other government - County Other government - Local Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy HOPWA Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted October 21, 2025. The Collective Impact Partnership serves as the area's Continuum of Care and convenes monthly to coordinate services and assess community needs across the region. Member organizations include Coalition for Compassion and Justice, Prescott Area Shelter Services, Catholic Charities, The Salvation Army, YPLAN, VA Prescott Healthcare System, Prescott Public Library, Yavapai Community College, Prescott Unified School District, United Way of Yavapai County, and many others. Regular coordination addresses homeless services, housing needs, behavioral health, veteran services, youth services, and resource allocation across the region. Anticipated outcome is improved service delivery, reduced duplication of services, and more effective use of resources for LMI and vulnerable populations throughout Prescott and Yavapai County.
3	Agency/Group/Organization	United States Veterans Initiative (U.S.VETS - Prescott)
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on housing and basic needs for veterans. Anticipated outcome is improved housing and services for veterans in Prescott.
4	Agency/Group/Organization	Prescott Adult Center
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on accessibility and facility needs for LMI seniors and the aging population. Anticipated outcome is improved facility accessibility and safety for seniors utilizing the Center, including persons with mobility challenges and disabilities.
5	Agency/Group/Organization	Prescott Area Chamber of Commerce Foundation
	Agency/Group/Organization Type	Housing Services - Housing Services-Employment Business Leaders Foundation
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on administration of the Minor Home Repair Program and local economic conditions. Anticipated outcome is enhanced delivery of home repair services to LMI homeowners.
6	Agency/Group/Organization	People Who Care
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on transportation and support service needs of elderly and disabled LMI residents. Anticipated outcome is improved mobility and independence for vulnerable seniors.
7	Agency/Group/Organization	ARIZONA DEPT OF HOUSING /ARIZONA HOUSING FINANCE AUTHORITY
	Agency/Group/Organization Type	Housing Other government - State
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on state housing programs, funding opportunities, and housing market data. Anticipated outcome is improved alignment with state housing initiatives.
8	Agency/Group/Organization	Northland Cares
	Agency/Group/Organization Type	Services - Housing Services-Persons with HIV/AIDS Health Agency
	What section of the Plan was addressed by Consultation?	HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on specialized needs of persons living with HIV/AIDS in northern Arizona. Anticipated outcome is improved coordination of health and housing services for this population.

9	Agency/Group/Organization	Polara Health
	Agency/Group/Organization Type	Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on mental health and behavioral health facility needs. Anticipated outcome is better integration of mental health services with housing programs.
10	Agency/Group/Organization	Prescott Community Cupboard Food Bank, Inc.
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on food insecurity and basic needs access for LMI Prescott residents. Prescott Community Cupboard operates as the primary food bank serving the greater Prescott area, distributing food and essential items to individuals and families in need. Anticipated outcome is improved coordination of food access resources and alignment with CDBG-funded basic needs activities.

11	Agency/Group/Organization	City of Prescott
	Agency/Group/Organization Type	Other government - Local Civic Leaders Major Employer
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted internal City departments including Community Development, Parks and Recreation, and Public Works on community development needs, infrastructure priorities, and capital improvement projects serving LMI residents. Public Works provided input on the Dexter Neighborhood drainage and infrastructure needs. Parks and Recreation provided insight on recreational facility accessibility and programming needs for LMI residents and seniors. Anticipated outcome is improved coordination between CDBG-funded activities and broader City capital improvement and service delivery efforts.
12	Agency/Group/Organization	Prescott Meals on Wheels
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on nutrition and meal delivery needs for homebound elderly and disabled LMI residents in Prescott. Anticipated outcome is improved coordination of nutrition services and alignment with CDBG-funded senior services activities.

13	Agency/Group/Organization	Boys and Girls Club of Central Arizona
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on youth development needs. Anticipated outcome is improved services for at-risk youth.
14	Agency/Group/Organization	The Launch Pad
	Agency/Group/Organization Type	Services-Children Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted on youth workforce development and food access needs. Anticipated outcome is improved services for LMI youth.

Identify any Agency Types not consulted and provide rationale for not consulting

The City of Prescott made extensive efforts to consult with a wide range of organizations representing housing, homeless services, health, mental health, veteran services, youth services, food access, transportation, education, and economic development during the PY2026 planning process. Through direct outreach, the November 19, 2025 Community Needs Assessment Workshop, and ongoing participation in the Collective Impact Partnership, the City engaged organizations representing virtually all agency types relevant to CDBG program priorities. No significant

agency types were intentionally excluded from the consultation process. The City will continue to expand and strengthen its consultation network in future planning cycles as new community partners and needs are identified.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Arizona Department of Housing	The City and State both seek to address the needs of homeless persons and persons at risk of homelessness and may fund the same agencies and/or projects.
2025 to 2029 Consolidated Plan	City of Prescott	The PY2026 AAP is the second year of the Consolidated Plan and directly implements its five-year goals and priorities for housing, community development, and public services.
Yavapai County Continuum of Care Plan	Collective Impact Partnership	Coordinates regional strategies for addressing homelessness, housing instability, and supportive services across Yavapai County, directly informing CDBG homelessness priorities.
Workforce Housing Policy Framework	City of Prescott	Adopted in 2025, addresses housing affordability barriers identified in the CDBG Consolidated Plan through voluntary, incentive-based tools for workforce housing development.
Workforce Housing Strategy and Implementation Plan	City of Prescott	Adopted in 2026, provides a roadmap for advancing workforce housing goals in a manner consistent with CDBG priorities and community values.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The City of Prescott developed the PY2026 Annual Action Plan through an extensive consultation process involving housing providers, social service agencies, government entities, and nonprofit organizations. Consultations were guided by the priorities established in the 2025–2029 Consolidated Plan and informed by relevant local, regional, state, and federal planning efforts to ensure alignment with broader community development and human services strategies.

## AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting

The City of Prescott's PY2026 Annual Action Plan was developed with input from citizens, social service agencies, non-profit providers, the CDBG Citizens Advisory Committee (CAC), and other interested persons. The seven-member CAC, appointed by the Mayor and City Council, advises the City Council on housing and community development needs. All CAC meetings are open to the public.

The citizen participation process included the November 19, 2025 Community Needs Assessment Workshop and Public Hearing (25 attendees), outreach at the October 21, 2025 Collective Impact Partnership/CoC meeting, a KYCA radio appearance on January 23, 2026, an on-demand application workshop video, CAC applicant presentations on February 18, 2026, and a 30-day public comment period from April 26 to May 26, 2026. All public hearing notices were published in the Prescott Daily Courier at least 15 days in advance per the City's Citizen Participation Plan.

Community input identified affordable housing, transportation, emergency shelter, senior services, and basic needs as the highest priorities, directly shaping the selected projects for PY2026 funding.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	Public notice published once in the Prescott Daily Courier in accordance with 24 CFR 91.105(e)(1) and the City of Prescott CDBG Citizen Participation Plan, announcing the PY2026 CDBG Community Needs Assessment Workshop and Public Hearing to be held November 19, 2025 at 1:00 PM at the Prescott Public Library, Founders Suite, 215 E. Goodwin Street, Prescott, AZ 86303	N/A. This was a notice for an upcoming event.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Continuum of Care / Collective Impact Partnership Meeting	Non-targeted/broad community  Homeless service providers, housing organizations, and social service agencies	City CDBG Coordinator presented information about the PY2026 Community Needs Assessment Workshop and upcoming CDBG application period at the Collective Impact Partnership (CIP) bimonthly meeting held October 21, 2025. The CIP serves as the area's Continuum of Care and includes local homeless service providers, veterans' services, public and private agencies, and housing organizations operating throughout the Prescott area.	CIP member organizations were informed of the November 19, 2025 Needs Workshop and the December 1, 2025 application opening. Member agencies were encouraged to attend the workshop and apply for PY2026 CDBG funding.	N/A	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Internet Outreach	Non-targeted/broad community	Information about the PY2026 CDBG Community Needs Assessment Workshop shared on City of Prescott social media platforms and posted on the City's CDBG webpage prior to the November 19, 2025 event.	N/A. This was promotion for an upcoming event.	N/A	<a href="https://prescott-az.gov/planning-and-zoning/cdbg/">https://prescott-az.gov/planning-and-zoning/cdbg/</a>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	<p>PY2026 CDBG Community Needs Assessment Workshop and Public Hearing held November 19, 2025 at the Prescott Public Library, Founders Suite, 215 E. Goodwin Street, Prescott, AZ. Twenty-five attendees representing local agencies, city departments, housing providers, social service organizations, and community members participated.</p>	<p>Community members and organization representatives identified affordable housing, senior services, transportation, emergency shelter, veteran housing, and basic needs assistance as the highest priority community needs. Two community members provided public comment highlighting housing instability affecting individuals with disabilities and senior women on fixed Social Security incomes.</p>	<p>All comments were accepted and considered in the development of the PY2026 Annual Action Plan.</p>	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
5	Radio Broadcast	Non-targeted/broad community	City CDBG Coordinator Michael McInnes appeared on KYCA radio (1490 AM, Prescott) on January 23, 2026 to discuss the PY2026 CDBG program and the open application period. The broadcast reached a broad community audience in the Prescott area and encouraged interested organizations and residents to learn more about the CDBG funding opportunity before the January 30, 2026 application deadline.	N/A. This was a public information broadcast.	N/A	<a href="https://kyca.info/">https://kyca.info/</a>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Public Meeting	Non-targeted/broad community	All PY2026 CDBG applicants presented their proposed projects to the Citizen Advisory Committee at a public meeting held February 18, 2026 at City Hall, Council Chambers, 201 N. Montezuma Street, Prescott, AZ. Twenty-four applicants presented across construction, housing, and public service categories.	Each applicant presented their project and answered questions from the CAC. Two community members provided public comment regarding rent burden and housing instability affecting fixed-income seniors.	All comments accepted.	N/A

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Newspaper Ad	Non-targeted/broad community	Public notice published in The Daily Courier announcing the 30-day public review and comment period for the Draft PY2026 Annual Action Plan, open April 26, 2026 through May 26, 2026, and the public hearing at the May 26, 2026 City Council meeting.	No public comment received as of the date of plan submission. To be updated following close of comment period.	N/A	N/A
8	Public Hearing	Non-targeted/broad community	Public Hearing held during the May 26, 2026 Prescott City Council meeting. City Council closed the public comment period and voted to approve the Program Year 2026 Annual Action Plan. (To be completed following the May 26 Council meeting.)	(To be completed following the May 26 Council meeting)	N/A	N/A

Table 4 – Citizen Participation Outreach

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

A City and HUD CDBG program goal is to increase the ability to leverage federal, state, and local funds to support community development and housing improvements. The following amounts are based on the anticipated funding and are subject to change. Of the \$265,856 PY2026 allocation, a maximum of 15% (\$39,878.40) may be used for public service projects and 20% (\$53,171.20) for administrative costs. The remaining balance (\$172,806.40) will be programmed and available for construction, infrastructure, and housing activities.

The City received applications for PY2026 CDBG funding from a broad range of organizations. Twenty-four applicants presented to the Citizen Advisory Committee on February 18, 2026, representing public service, construction, and housing categories. Eleven organizations were selected for funding. The PY2026 cycle includes the City of Prescott's newly established Down Payment Assistance Program, a pilot revolving loan fund

designed to generate program income in future years to expand the reach of the CDBG program over time.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	265,856.00	0.00	5,000.00	270,856.00	0.00	

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

A City and HUD CDBG program goal is to increase the ability to leverage federal, state, and local funds to support community development and housing improvements. CDBG applicants are encouraged to provide matching funds, either public or private, to help support their programs and projects. While matching funds are not required, they are considered in the funding decision process and demonstrate organizational commitment to project success. Leveraging typically ranges from 25% to 100% of the CDBG award, significantly expanding the impact of federal dollars.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land or property will be used to address the needs stated within the Plan at this time.

#### Discussion

All members of the Citizen Advisory Committee reviewed and scored the PY2026 applications. A three-member subcommittee met during the first week of March 2026 to review scores and applications and provide funding recommendations to the full CAC. Final CAC funding recommendations were made at the March 18, 2026 CAC meeting and forwarded to the Prescott City Council for approval.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Administration and Program Management	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Administration and Planning	CDBG: \$53,171.00	
2	Public Facilities and Infrastructure Improvements	2025	2029	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Facilities and Infrastructure	CDBG: \$36,689.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2600 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Housing Support and Rehabilitation	2025	2029	Affordable Housing	Citywide	Housing Activities	CDBG: \$84,541.00	Rental units rehabilitated: 1 Household Housing Unit Homeowner Housing Rehabilitated: 6 Household Housing Unit Direct Financial Assistance to Homebuyers: 3 Households Assisted
4	Emergency Shelter and Transitional Housing	2025	2029	Homeless	Citywide	Housing Activities	CDBG: \$51,577.00	Homelessness Prevention: 55 Persons Assisted
5	Basic Needs and Essential Services	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services	CDBG: \$39,878.00	Public service activities other than Low/Moderate Income Housing Benefit: 950 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Administration and Program Management
	Goal Description	Continue to expand partnerships with non-profit organizations, government agencies, and private entities to widen the reach of the Prescott CDBG Program. Lead and administer the PY2026 CDBG Annual Action Plan in accordance with federal guidelines. Work with the Prescott CDBG Citizen Advisory Committee to execute the 2025–2029 Consolidated Plan. Coordinate with subrecipients to ensure execution of projects and timely reporting of outcomes. Ensure required expenditures of CDBG program funds are met in a timely fashion.
2	Goal Name	Public Facilities and Infrastructure Improvements
	Goal Description	The PY2026 Annual Action Plan will improve public facilities serving low- and moderate-income residents, seniors, and persons with disabilities. The Adult Center ADA Restroom Accessibility Project will improve accessibility and safety for LMI seniors utilizing the facility. Polara Health's Sensory-Friendly Updates to the Children's Services Facility will improve the therapeutic environment for children with behavioral health needs.
3	Goal Name	Housing Support and Rehabilitation
	Goal Description	The PY2026 Annual Action Plan will improve housing quality and expand homeownership opportunities for LMI Prescott residents. The Prescott Minor Home Repair Program will assist LMI homeowners with critical health, safety, and accessibility repairs. The City's pilot Down Payment Assistance Program will provide financial assistance to income-qualified homebuyers, establishing a revolving loan fund for future program years. Coalition for Compassion and Justice will continue replacement of an affordable housing unit in Kodiak Mobile Home Park.
4	Goal Name	Emergency Shelter and Transitional Housing
	Goal Description	The PY2026 Annual Action Plan will improve transitional housing conditions for homeless families through facility renovations at Agape House of Prescott. Agape House serves as a family transitional housing program in Prescott, providing interim housing along with mentoring, case management, and life-skills training to help families achieve stable self-sufficiency and transition to permanent housing.

5	Goal Name	Basic Needs and Essential Services
	Goal Description	The PY2026 Annual Action Plan will serve LMI Prescott residents through essential public services addressing transportation, emergency shelter, food access, workforce re-entry, and basic needs assistance. People Who Care will provide transportation for elderly and disabled residents. The Salvation Army will operate the Winter Warm-Up emergency shelter. Firemedx International will deliver workforce re-entry programming for formerly incarcerated individuals. The Launch Pad Teen Center will provide after-school meals and food literacy for income-qualifying youth. Wrapped in Love Diaper Bank will distribute essential hygiene supplies to LMI families.

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The City's Program Year 2026 CDBG projects and activities address priorities identified in the 2025–2029 Consolidated Plan, focusing on public facility improvements, emergency shelter and transitional housing, housing support and rehabilitation, basic needs and essential services, and program administration that benefit low- and moderate-income residents. PY2026 marks the launch of the City's pilot Down Payment Assistance Program, a revolving loan fund designed to expand homeownership opportunities for income-qualified LMI households and generate program income to sustain and expand the program in future years. All activities were selected through a competitive application process reviewed by the City's CDBG Citizen Advisory Committee.

### Projects

#	Project Name
1	CDBG Administration
2	Public Facilities and Infrastructure Improvement Projects
3	Emergency Shelter and Transitional Housing Projects
4	Housing Support and Rehabilitation Projects
5	Basic Needs and Essential Services Projects

Table 7 - Project Information

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities reflect the goals of the 2025–2029 Consolidated Plan and the most pressing needs identified through the PY2026 Community Needs Assessment Workshop, Citizen Advisory Committee review, and the 2025 Housing Needs Assessment. The City prioritizes housing stability, essential public services, and facility improvements that directly benefit low- and moderate-income residents. The launch of the Down Payment Assistance Program as a revolving loan fund represents a strategic shift toward creating sustainable program income to serve more families over time.

The primary obstacles are the limitation of the \$265,856 CDBG allocation, HUD's 15% public service cap (\$39,878), and Prescott's housing affordability crisis with a median home price of \$528,500 that far exceeds what CDBG resources alone can address. Rising construction costs and the capacity limitations of some smaller nonprofits further constrain the City's ability to meet the full scope of community need. Despite these challenges, the City maximizes impact through subrecipient matching funds, proven program partnerships, and regional coordination.

AP-38 Project Summary  
Project Summary Information

1	Project Name	CDBG Administration
	Target Area	Citywide
	Goals Supported	Administration and Program Management
	Needs Addressed	Administration and Planning
	Funding	CDBG: \$53,171.00
	Description	Administration costs for managing Prescott's CDBG Program, including overall program management, coordination, monitoring, and evaluation activities necessary for effective program implementation and regulatory compliance.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Administrative activities support all CDBG program beneficiaries. Effective administration ensures proper program oversight and maximizes benefit delivery to approximately 1,500+ LMI residents served through various CDBG-funded activities annually.
	Location Description	Administration activities are citywide and support all CDBG-funded projects and activities throughout Prescott.
	Planned Activities	General program administration activities including staff salaries and related costs for CDBG program management, monitoring, evaluation, and compliance. Activities include coordination with the Citizens Advisory Committee, subrecipient oversight, preparation of required HUD reports, public participation activities, fair housing support, financial management, and other administrative costs necessary for effective CDBG program implementation and regulatory compliance. Matrix Code 21A.
2	Project Name	Public Facilities and Infrastructure Improvement Projects
	Target Area	Citywide
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Public Facilities and Infrastructure
	Funding	CDBG: \$41,689.00

	Description	Renovation and improvement of public facilities serving low- and moderate-income residents, seniors, and persons with disabilities. Includes ADA restroom accessibility improvements at the Adult Center of Prescott and sensory-friendly facility updates at Polara Health's Children's Services Facility (Cortez property). Also includes \$5,000 reallocated from unused prior program year funds originally designated for the Polara Health Haddon House Patio Repaving Project (PY2024).
	Target Date	6/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit approximately 2,600 LMI Prescott residents including seniors, persons with disabilities, and children with behavioral health needs accessing improved public facilities.
	Location Description	Adult Center of Prescott, 1280 E. Rosser Street, Prescott, AZ 86301; Polara Health Children's Services Facility, 505 S. Cortez Street, Prescott, AZ 86303.
	Planned Activities	Activity 1: ADA restroom accessibility renovation at the Adult Center of Prescott ("Aging with Dignity" project) including ADA-compliant stalls, properly positioned fixtures, automatic door openers, grab bars, and updated plumbing to improve accessibility and safety for 2,500 LMI seniors and community members. Matrix Code 03A — Senior Centers: Acquisition, construction, or rehabilitation of facilities (except permanent housing) for seniors [24 CFR 570.201(c) or 42 USC 5305(a)(2)]. National Objective LMC. (\$31,126 — PY2026 funds)  Activity 2: Sensory-friendly updates to Polara Health's Children's Services Facility including environmental modifications to improve the therapeutic setting for 100 LMI children receiving behavioral health services. Matrix Code 03B — Facilities for Persons with Disabilities: Acquisition, construction, or rehabilitation of centers, group homes, and other facilities (except permanent housing) for persons with disabilities [24 CFR 570.201(c) or 42 USC 5305(a)(2)]. National Objective LMC. (\$10,563 — \$5,563 PY2026 funds + \$5,000 PY2024 prior year reallocation from Polara Health Haddon House patio repaving project)
3	Project Name	Emergency Shelter and Transitional Housing Projects
	Target Area	Citywide
	Goals Supported	Emergency Shelter and Transitional Housing
	Needs Addressed	Housing Activities
	Funding	CDBG: \$51,577.00

	Description	Facility renovations at Agape House of Prescott to ensure safe, habitable conditions for homeless families accessing transitional housing and wraparound support services on their path to permanent housing and independent living.
	Target Date	6/30/2029
	Estimate the number and type of families that will benefit from the proposed activities	The project will benefit 55 LMI individuals in homeless families accessing transitional housing services and wraparound support programs at Agape House of Prescott.
	Location Description	Agape House of Prescott transitional housing facility serving families experiencing homelessness in Prescott, AZ.
	Planned Activities	Facility renovations and improvements at Agape House of Prescott. The Prescott Improvements Project addresses critical deferred maintenance and safety improvements including concrete and drainage work, electrical improvements, door and hardware replacements, plumbing repairs, gutter and roofline repairs, fencing, exterior paint, and HVAC upgrades. Agape House serves as a family transitional housing program in Prescott which provides interim housing along with mentoring, case management, and life-skills training to help families achieve stable self-sufficiency and transition to permanent housing. Matrix Code 03C — Homeless Facilities (not operating costs): Acquisition, construction, conversion of buildings, or rehabilitation of temporary shelters and transitional housing for the homeless [24 CFR 570.201(c) or 42 USC 5305(a)(2)]. National Objective LMC. (\$51,577 — PY2026 funds)
4	Project Name	Housing Support and Rehabilitation Projects
	Target Area	Citywide
	Goals Supported	Housing Support and Rehabilitation
	Needs Addressed	Housing Activities
	Funding	CDBG: \$84,541.00
	Description	Housing rehabilitation, homeownership assistance, and affordable housing preservation for LMI Prescott residents. Includes the City's pilot Down Payment Assistance Program, the Prescott Minor Home Repair Program administered by the Prescott Chamber of Commerce Foundation, and continued affordable housing unit replacement at Kodiak Mobile Home Park through the Coalition for Compassion and Justice.
	Target Date	6/30/2029

	Estimate the number and type of families that will benefit from the proposed activities	The City's Down Payment Assistance Program estimates assisting 3 LMI household with homeownership. The Prescott Minor Home Repair Program estimates serving 6 LMI homeowners with minor home repairs. The Coalition for Compassion and Justice estimates housing 1 LMI household through continued affordable unit replacement at Kodiak Mobile Home Park.
	Location Description	Project service area is citywide. The Down Payment Assistance Program serves income-qualified households within City of Prescott limits. The Minor Home Repair Program serves LMI homeowners citywide. The CCJ unit is located at Kodiak Mobile Home Park, Prescott, AZ.
	Planned Activities	<p>Activity 1: City of Prescott Community Development Department — Down Payment Assistance Program (DPAP), a pilot revolving loan fund providing deferred payment down payment assistance to LMI households at or below 80% of Area Median Income to support homeownership opportunities in Prescott. The loan structure is designed to generate program income to sustain and expand the program in future years. Matrix Code 13B — Homeownership Assistance (excluding Housing Counseling under 24 CFR 5.100): CDBG funds used to provide direct homeownership assistance under 24 CFR 570.201(n) and Section 105(a)(24) of the HCDA under the low- and moderate-income housing national objective [24 CFR 570.208(a)(3) and 570.483(b)(3)]. National Objective LMH. (\$50,000)</p> <p>Activity 2: Prescott Chamber of Commerce Foundation — Prescott Minor Home Repair Program providing grants up to \$5,000 per household for critical health, safety, accessibility, and code-related repairs for LMI homeowners, including electrical upgrades, plumbing repairs, ADA modifications, and life-safety corrections. Matrix Code 14A — Rehabilitation: Single-Unit Residential: Rehabilitation of privately owned, single-unit homes [24 CFR 570.202(a)(1) or 42 USC 5305(a)(4)]. National Objective LMH. (\$30,000)</p> <p>Activity 3: Coalition for Compassion and Justice (CCJ) — Continued replacement of one affordable housing unit at Kodiak Mobile Home Park to preserve and expand safe, decent, affordable housing options for LMI residents. Matrix Code 14G — Rehabilitation: Acquisition: Acquisition of property to be rehabilitated for housing [24 CFR 570.202(b)(1) or 42 USC 5305(a)(1)]. National Objective LMH. (\$4,541)</p>
5	Project Name	Basic Needs and Essential Services Projects
	Target Area	Citywide

Goals Supported	Basic Needs and Essential Services
Needs Addressed	Public Services
Funding	CDBG: \$39,878.00
Description	Essential public services addressing transportation, emergency shelter, workforce re-entry, youth food access, and hygiene supply distribution for LMI Prescott residents through five nonprofit subrecipients.
Target Date	6/30/2027
Estimate the number and type of families that will benefit from the proposed activities	The project will benefit approximately 950 LMI Prescott residents including elderly and disabled adults unable to drive, formerly incarcerated individuals and veterans re-entering the workforce, single men experiencing homelessness, at-risk youth from LMI households, and low-income families with children and elderly residents requiring essential hygiene supplies.
Location Description	Services provided citywide through nonprofit partners serving low- and moderate-income Prescott residents.

<p>Planned Activities</p>	<p>Activity 1: People Who Care — Escorted Transportation and Non-Medical Support Services providing free escorted transportation to medical appointments, pharmacies, and grocery stores, along with non-medical support services including technology assistance, friendly visits, home safety assessments, low vision services, personal paperwork assistance, and caregiver relief for 305 LMI Prescott adults who cannot drive due to age, illness, disability, or vision loss. Matrix Code 05A — Senior Services: Services for the elderly [24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)]. National Objective LMC. (\$12,327)</p> <p>Activity 2: Firemedx International — DOC Reentry Outreach Workforce Education and Reentry Program providing a structured 12-month workforce pipeline for Department of Corrections state fire crew and veteran reentry candidates. Program includes intake, housing stabilization, wildfire risk reduction certification, NWCG/AWIMA coursework aligned to task books, PPE issuance, and paid on-site practical training through employer partners to support long-term workforce deployment for 10 LMI formerly incarcerated individuals and veterans. Matrix Code 05H — Employment Training: Assistance to increase self-sufficiency, including training students in a particular field or skill [24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)]. National Objective LMC. (\$10,281)</p> <p>Activity 3: The Salvation Army — Winter Warm-Up seasonal emergency overnight shelter program operating nightly November through March providing overnight accommodations on cots, hot dinners, and evening snacks for 35 LMI single men experiencing homelessness during the coldest months of the year. Matrix Code 03T — Homeless/AIDS Patients Programs: Costs associated with the operation of programs for the homeless, such as staff costs, utilities, maintenance, and insurance [24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)]. Note: 03T expenditures are included in the calculation of the Public Services cap. National Objective LMC. (\$10,000)</p> <p>Activity 4: The Launch Pad Teen Center — All Access Pass Meals, Free Snacks &amp; Food Literacy program providing complimentary after-school meals, free snacks, and food literacy education including field trips, nutrition education, and Gardening Club activities for 190 LMI income-qualifying youth from City of Prescott households participating in drop-in and after-school programs. Matrix Code 05D — Youth Services: Services for young people age 13 to 19 [24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)]. National Objective LMC. (\$2,101)</p>
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		<p>Activity 5: Wrapped in Love Diaper Bank — Diapering Essentials program providing diapers, feminine hygiene products, and incontinence supplies to 410 LMI Prescott residents including infants, school-age youth, and elderly adults, distributed through 24+ community partner organizations and schools. Matrix Code 05Z — Other Public Services Not Listed in 03T and 05A–05Y: Public services that do not fall under a more specific 05A–05Y code [24 CFR 570.201(e) or 42 USC 5305(a)(8) + 24 CFR 570.482(c)(2)]. National Objective LMC. (\$5,169)</p>
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## AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

All PY2026 CDBG public service programs will be available to eligible low- and moderate-income residents citywide. Public facility improvement projects are located at specific facilities within the City of Prescott serving LMI residents, seniors, persons with disabilities, and homeless families. Housing support and rehabilitation activities serve income-qualified LMI homeowners and homebuyers citywide.

### Geographic Distribution

Target Area	Percentage of Funds
Dexter Neighborhood	
West Side Neighborhood	
Gail Gardner Neighborhood	
Citywide	100
Census Tract 9, Group 4	
Census Tract 10, Group 6	
Census Tract 3, Block Group 2	
Census Tract 9, Group 2	
Census Tract 9, Group 1	

Table 8 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

The City allocates CDBG funds based on demonstrated need and benefit to low- and moderate-income residents throughout Prescott. All PY2026 activities are available citywide, reflecting the City's competitive grant process and the broad geographic distribution of LMI households across the community. The Prescott CDBG program is a competitive grant program and the division of investments by neighborhood will vary year to year. The three designated CDBG target neighborhoods — Dexter, Gail Gardner, and West Side — contain higher concentrations of LMI households and remain priority areas for future targeted investment as eligible projects are identified.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

Housing affordability is a critical challenge in Prescott, with 29.2% of all households cost-burdened according to the 2025 Housing Needs Assessment. The city's median home value of \$528,500 and average apartment rent of \$1,548 per month create significant barriers for low- and moderate-income residents. With 40.5% of residents over age 65 and housing costs having increased substantially in recent years, addressing housing needs across the income spectrum remains a priority. PY2026 marks the launch of the City's pilot Down Payment Assistance Program, a revolving loan fund designed to expand homeownership opportunities for LMI households and generate program income for future years.

One Year Goals for the Number of Households to be Supported	
Homeless	55
Non-Homeless	8
Special-Needs	0
Total	63

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	6
Acquisition of Existing Units	1
Total	7

Table 10 - One Year Goals for Affordable Housing by Support Type

### Discussion

The City of Prescott's PY2026 CDBG allocation includes direct housing activities targeting LMI homeowners, first-time homebuyers, and homeless families.

The Prescott Minor Home Repair Program will assist 6 LMI homeowners with critical health, safety, accessibility, and code-related repairs, helping elderly and disabled residents age in place safely while preserving affordable housing stock. The Coalition for Compassion and Justice will continue replacement of one affordable housing unit at Kodiak Mobile Home Park, preserving affordable rental housing for LMI residents.

The City's pilot Down Payment Assistance Program will provide deferred payment loan assistance to 1

income-qualified LMI household to support homeownership. Structured as a revolving loan fund, the DPAP is designed to generate program income that will allow the City to serve additional LMI homebuyers in future program years without additional federal appropriation.

Agape House of Prescott will receive facility renovation funding to ensure safe, habitable transitional housing conditions for 55 individuals in homeless families working toward permanent housing and independent living.

The City continues to address housing needs broadly through coordination with regional partners, support for the Arizona Public Housing Authority's Housing Choice Voucher program serving Yavapai County, and ongoing implementation of workforce housing strategies identified in the 2025–2029 Consolidated Plan.

## AP-60 Public Housing – **91.220(h)**

### Introduction

The City of Prescott does not have a public housing authority.

### Actions planned during the next year to address the needs to public housing

The City does not operate public housing and there is no local or regional interest in establishing a Public Housing Authority. The City will continue to address the housing needs of LMI residents through CDBG-funded programs including the Minor Home Repair Program and the pilot Down Payment Assistance Program. The City participates in the Collective Impact Partnership to coordinate with agencies providing housing and supportive services throughout the region.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City connects residents with affordable housing resources through the Arizona Department of Housing (ADOH) website, which provides statewide housing contacts and information on low-income housing tax credit apartments and senior housing locations throughout the region.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable. There is no designated Public Housing Authority in Prescott or Yavapai County.

### Discussion

Not applicable.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The City of Prescott CDBG Program works with the nonprofit community each year to address the needs of the homeless population as well as special needs populations. Prescott's demographic profile — with 40.5% of residents over age 65, significant numbers of veterans, and persons with disabilities — creates substantial demand for specialized services and accessible facilities. Virtually all local and county-wide organizations that serve homeless and special needs populations participate in the Collective Impact Partnership, which also serves as the area's Continuum of Care. This group convenes bimonthly to discuss progress on ending homelessness and serving those who are highly mobile or choosing to live outdoors. All homeless-serving organizations in Prescott practice Coordinated Intake to ensure special populations are not falling through the cracks.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City supports outreach and needs assessment activities through partnerships with local homeless service providers including Agape House, Coalition for Compassion and Justice, US VETS, Prescott Area Shelter Services (PASS), Catholic Charities, and many others. These organizations participate in the Collective Impact Partnership and coordinate outreach efforts, Point-in-Time counts, and individual needs assessments for homeless persons throughout the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will fund facility renovations at Agape House of Prescott in PY2026, ensuring safe and habitable conditions for previously homeless families accessing transitional housing and wraparound support services. The Salvation Army's Winter Warm-Up program will provide seasonal emergency overnight shelter for individuals experiencing homelessness during the November through March cold season.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City's CDBG Coordinator works with the Collective Impact Coalition to connect agencies serving the homeless, mentally ill, formerly incarcerated, and other vulnerable populations with CDBG resources.

CDBG-funded agencies including Agape House, US VETS, and the Coalition for Compassion and Justice work with these populations to help them transition to permanent housing and prevent a return to homelessness. Firemedx International's workforce re-entry program supports formerly incarcerated individuals and veterans in building sustainable employment pathways that reduce long-term housing instability.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Through regular participation in the Collective Impact Partnership, the City can assess the emergency shelter and transitional housing needs of persons at risk of homelessness. People Who Care's transportation services help elderly and disabled LMI residents maintain access to medical appointments, groceries, and essential services — reducing the risk of housing instability. The City's pilot Down Payment Assistance Program will help income-qualified LMI households access homeownership, providing long-term housing stability. The Minor Home Repair Program assists LMI homeowners with critical repairs that prevent deterioration and displacement.

## Discussion

The City's one-year goals focus on maintaining and improving the capacity of existing service providers while addressing the facility and infrastructure needs that support vulnerable populations. The City will continue to monitor the local homeless situation, track emerging needs through CoC participation, and encourage eligible homeless-serving organizations to apply for CDBG funding in future program years.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

The 2025–2029 Consolidated Plan identified several significant barriers to affordable housing in Prescott. Chief among these is the City's commitment to responsible water conservation. Prescott's location within the Prescott Active Management Area requires careful management of water resources, and the City's leadership remains committed to ensuring long-term water sustainability for current and future residents. This commitment necessarily influences the pace and scale of new residential development.

Prescott also faces significant geographic and terrain constraints. As a largely built-out community, available vacant land is limited, and many remaining parcels present substantial development challenges including steep grading, rocky terrain, and infrastructure extension costs that make new construction expensive and difficult. These physical realities, combined with rising construction costs region-wide, make it increasingly challenging for developers to produce housing units that are affordable to lower- and moderate-income households.

Community values around managed growth, neighborhood character, and environmental stewardship further shape the housing development landscape in Prescott. The City recognizes and respects these values while continuing to seek balanced strategies that address the housing needs of its LMI residents within appropriate parameters.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City continues to evaluate policies and regulatory tools that support housing options for Prescott's workforce and low- and moderate-income residents while preserving community character and honoring the City's commitment to responsible water stewardship. In 2025, the City adopted a Workforce Housing Policy Framework, followed by a Workforce Housing Strategy and Implementation Plan in 2026, providing guidance for addressing housing needs in a manner consistent with community values.

### Discussion:

The City remains committed to thoughtful, community-driven approaches to housing that balance the needs of LMI residents with Prescott's values around responsible growth, water conservation, and the preservation of open space that defines the character and quality of life in Prescott.

## AP-85 Other Actions – 91.220(k)

### Introduction:

The City implements targeted strategies to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies, building on the priorities established in the 2025–2029 Consolidated Plan.

### Actions planned to address obstacles to meeting underserved needs

The City maximizes the impact of its limited CDBG allocation by requiring subrecipients to leverage matching funds from private, foundation, and other public sources, significantly expanding the reach of federal dollars. The City prioritizes multi-benefit projects that address multiple community needs simultaneously and supports proven programs with established track records of serving LMI residents. Technical assistance is provided to smaller nonprofit organizations to strengthen their capacity to manage federal funds effectively. Active participation in the Collective Impact Partnership coordinates services across more than 20 organizations, reducing duplication and ensuring comprehensive coverage of community needs.

### Actions planned to foster and maintain affordable housing

The City's adopted Workforce Housing Policy Framework and Workforce Housing Strategy and Implementation Plan provide a voluntary, incentive-based roadmap for expanding housing options consistent with community values. The Minor Home Repair Program helps LMI homeowners preserve their homes and age in place safely, maintaining affordable housing stock citywide. The pilot Down Payment Assistance Program launches in PY2026 as a revolving loan fund designed to expand homeownership opportunities for income-qualified LMI households and generate program income to serve additional families over time. The Coalition for Compassion and Justice continues replacement of an affordable housing unit at Kodiak Mobile Home Park, preserving affordable rental options for LMI residents.

### Actions planned to reduce lead-based paint hazards

All CDBG-funded rehabilitation activities comply with applicable lead-based paint requirements. When lead-based paint is identified during rehabilitation work, appropriate remediation measures are taken in accordance with federal regulations prior to project completion.

### Actions planned to reduce the number of poverty-level families

The City's PY2026 CDBG activities address poverty through a coordinated strategy of transportation access, basic needs support, workforce re-entry, and housing stability. People Who Care provides free

escorted transportation for 305 elderly and disabled LMI residents, reducing barriers to employment, healthcare, and essential services. Firemedx International's workforce re-entry program supports formerly incarcerated individuals and veterans in building sustainable employment pathways. Wrapped in Love Diaper Bank reduces household expenses for LMI families, helping stretch limited incomes. The Minor Home Repair Program and Down Payment Assistance Program address housing cost burden by preserving existing homes and expanding homeownership access for LMI households.

#### Actions planned to develop institutional structure

The City will continue to work with Continuum of Care organizations through the Collective Impact Partnership, which has proven effective in coordinating services and maximizing impact across the region. The City will continue to update planning documents and program structures (i.e. Down Payment Assistance Program) to reflect emerging community needs, including ongoing implementation of the 2025–2029 Consolidated Plan.

#### Actions planned to enhance coordination between public and private housing and social service agencies

The City coordinates with public and private housing and social service agencies through ongoing participation in the Collective Impact Partnership and regular subrecipient monitoring and reporting throughout the program year.

#### Discussion:

These actions reflect the City's commitment to maximizing the impact of available CDBG resources through strategic partnerships, proven program models, and coordination across the institutional delivery system. By focusing on both immediate needs and longer-term housing stability, the City's PY2026 program advances the goals of the 2025–2029 Consolidated Plan while building sustainable capacity to serve LMI residents in future program years.

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

**Introduction:**

The City of Prescott was designated a CDBG Entitlement Community by HUD in 2003. The PY2026 Annual Action Plan is the second year of the 2025–2029 Consolidated Plan. Since its designation, the City has submitted HUD-approved annual plans which include subrecipient grants for HUD-approved programs and projects. The City does not currently have an Urgent Need designation. Therefore 100% of CDBG funds will be allocated to serving LMI Prescott residents.

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: City Manager  
ITEM #: 10.B  
SUBJECT: Presentation, Discussion & Approval of the City's Special Events Sponsorship Policy.

## ITEM SUMMARY

This item is for approval of the Special Event Sponsorship Policy which establishes a framework for managing the use of public resources used to cultivate special events in a cost-effective and well-coordinated way. The policy establishes a funding formula for signature events that build the Prescott brand and generate significant tax revenue for the City.

## BACKGROUND

Special events are a treasured part of our City's culture and tradition. In the past the City has funded signature events in a variety of different ways without a structured systematic policy for doing so. The Tourism Advisory Committee has had a process for handling Tourism funding grants for small amounts to support local events, but larger events have had a more individually focused and case-by-case methodology. There is a need to develop a special event funding policy that provides structure and methodology, particularly as it relates to financial contributions for these signature events.

To that end, the purpose of the proposed special events funding policy is to provide a straightforward and accountable process for event organizers, manage the use of public resources in a cost-effective and well-coordinated way in order to enhance the Prescott brand through cultivating signature events. Currently, three events fall into the signature event category. They include the events encapsulated into Christmas City (Parade/Lighting, Acker Night, Boot Drop); Whiskey Off-Road Mountain Bike Event; and the World's Oldest Rodeo.

The purpose for developing the Special Event Funding Policy is to establish eligibility criteria for signature events and codify a formula for funding to signature events that is fair, consistent, objective and data-based. The eligibility criteria for a signature event include:

- Generates at least \$100,000 in City taxes.
- Has at least 5,000 attendees at the event that are from more than 90 miles away from Prescott (as verified by Placer or other geospatial verification platforms).
- Has a Marketing Reach of at least one million impressions (validated by a third party-marketing agency).

The funding formula establishes support based on measurable metrics and was designed to provide similar levels of sponsorship to past support, while evaluating return on investment and funding relative to the economic, tourism and brand value to the City. This enables the signature events to be funded in a mechanism that is consistent and provides funding to signature events in proportion to return on investment. The formula includes:

- Sponsorship of up to 50% of City Tax Revenue Generated (data from third party Economic Impact Study by vendor selected by the City), with a maximum cap of \$80,000 cash sponsorship.
- Up to a maximum of \$40,000 total value for in-kind City services. Any City services supplied that exceed the \$40,000 total value will require payment by the organizer.

An Economic Impact Study done by a third-party emerged as the only way to obtain objective data-based information for economic impact and city taxes generated, in order to provide a more direct correlation between the event and its return on investment. City staff explored economic Impact providers in the western United States. Arizona State University emerged as the provider with the strongest reputation, including their work on world-class events and professional sports teams. ASU had also done a previous economic impact study with the Whiskey Off-Road event, which would allow the same methodology to be applied to all three events with a previous comparable application.

Based on the need to have objective criteria that is data-based and incorporated into a consistent formula, the City of Prescott Special Event Sponsorship Policy was developed for consideration by City Council. City Council discussed the policy at the February 10, 2026 Study Session and provided direction, which is reflected in the updated policy. Additionally, City staff met with each of the three Signature Events and each were supportive of the criteria-based funding formula. All three agreed to participate in funding Economic Impact Studies to be used as the basis for applying the formula and establishing new contracts.

This new policy includes, but does not change, the procedures of the Tourism Advisory Committee (TAC) and their TAC Grant program. Any changes to that process would require future involvement by TAC and City Council.

## **FINANCIAL IMPACT**

Based on this policy there will likely be increases to the funding for three signature events. The exact amount will be determined through Economic Impact Studies with future contracts coming to City Council for approval. It is estimated the net increase in funding required from the Tourism Fund will be approximately \$40,000 next fiscal year.

## **RECOMMENDED ACTION**

MOVE to approve the Special Event Sponsorship Policy

## **ATTACHMENTS**

1. Special Events Sponsorship Policy
2. Special Events Sponsorship Policy\_Presentation



Office of the City Manager

Dallin Kimble, City Manager  
201 N. Montezuma St. Ste. 302  
Prescott, Arizona 86301  
928-777-1435

## **Special Events Sponsorship Policy**

**Effective Date**

### **A. General Policy Statement & Purpose**

Special events are a treasured part of our City’s culture and tradition. This policy is intended to provide a straightforward and accountable process for event organizers, protect the health and welfare of event attendees, regulate the use of public property, limit inconvenience for regular users of public spaces, and enable public agencies to manage public resources and cultivate events in a cost-effective and well-coordinated way.

### **B. Special Event Definitions**

A special event generally means any temporary event held on public or private property that brings people and activity that does not normally occur or requires City services over and above those routinely provided under ordinary circumstances. Special events, as defined in City Code Section 8-9-1, include the use of any public street, or park or other public grounds which is owned by the city, for events including (but not limited to) sporting events, music festivals, pageants, reenactments, regattas, entertainment, public assemblies, demonstrations, and other activities which would require a closure or limitation of some or all of said grounds for the uses to which they are generally available.

### **C. Special Event Sponsorship**

The City of Prescott may, at its sole discretion, provide funds or in-kind services for special events under one of the following three programs:

- I. City Produced Events: The City may decide to host its own events that celebrate its community spirit, enhance quality of life, or promote Prescott’s unique sense of place. These events are primarily intended for residents but may also provide something for visitors to enjoy. Operation of these events may be contracted to outside vendors, as needed, and funding for these events may fluctuate from year to year. Generally, these events will be funded from the City’s General Fund.

- II. Signature Events: The City may choose to sponsor events occurring in the City to promote the City's brand, share marketing materials, and encourage tourism. As marketing dollars are limited, sponsorships should be focused on events with a quantifiable return on investment that is competitive with other opportunities. Funding for Signature Events would come from Tourism Tax dollars. An economic impact study, conducted by a third-party Economic Impact Study vendor selected by the City and paid for 50% each by the event organizer and the City will be required prior to consideration of Signature Event funding status. This study will indicate the level of economic impact generated and amount of City tax dollars generated. This economic impact study would be required prior to a new contract award and prior to a renewal of any contract. Additionally, funding will be contingent upon the marketing reach of the event and the percentage of visitors to the event (more than 90 miles from Prescott). The following metrics will be used to substantiate the use of bed tax dollars for these respective sponsorships of Signature Events.
- a. Generates at least \$100,000 in City taxes.
  - b. Has at least 5,000 attendees at the event that are from more than 90 miles away from Prescott (as verified by Placer or other geospatial verification platforms).
  - c. Has a Marketing Reach of at least one million impressions (validated by a third party-marketing agency).

If meeting the metrics for eligibility a Signature Event may receive:

- a. Sponsorship of up to 50% of City Tax Revenue Generated (data from third party Economic Impact Study by vendor selected by the City), with a maximum cap of \$80,000 cash sponsorship.
- b. Up to a maximum of \$40,000 total value for in-kind City services. Any City services supplied that exceed the \$40,000 total value will require payment by the organizer.

- III. Tourism Advisory Committee (TAC) Grants: These grants are for non-profit organizations conducting special events and are made under the Tourism Advisory Committee established application process and criteria and are limited by a finite budget attributed to the TAC grants. These grants are recommended by the TAC and approved by City Council. The range of grants are in this category is from \$1,000 - \$5,000. Tourism Tax dollars are used for these grants.

Funds for special events are not guaranteed and may be subject to changes as part of the annual budget process, changes in the financial position of the City, as the result of local elections, or due to other City interests. Eligibility for special event funds is contingent upon the good standing of an event and event organizer, which includes positive event performance evaluations, no

outstanding taxes or bills owed to the City, no criminal activity or convictions, and no pending litigation.

Events that are primarily intended to promote a specific religion, church, creed, or sectarian organization or its message; political organizations and/or campaigns; and private events or events with a restricted guest list for a private purpose are not eligible for financial nor in-kind support from the City.

All requests for funding and/or in-kind services for an event should be submitted to the City of Prescott Tourism Department.

#### **D. Additional Requirements**

The following additional items will be required of events seeking City funding or in-kind sponsorship.

##### **I. Permit Application Process**

All events must follow the conditions set forth in Section 8-9 of the Prescott City Code and must submit the appropriate applications for an event permit to the Recreation Services Department within the proper timelines identified within the City of Prescott Special Events Policy and Procedures Manual. All other permits, inspections and regulations of the City must be followed.

##### **II. Contracts**

All events receiving sponsorship and/or in-kind services are required to have contracts approved by City Council.

Signature Event status may have up to a five-year agreement and may include an annual CPI adjustment. An Economic Impact Study shall be done prior to initiating a new contract and prior to the renewal of a contract. The cost of the Economic Impact study will be split 50%-50% between the City (tourism tax funded) and the event organizer.

TAC Grants shall follow the established TAC Grant Policy and Process and shall have one-year contracts approved by City Council.

##### **III. Reporting**

Within 90 days after the event, the event organizer shall submit a written report. The written report will contain a summary of the event and the following elements dependent on the nature of sponsorship.

###### **a. City Marketing**

###### **i. Marketing Reach Metrics**

- ii. Economic Impact Study – prior to initial contract and any contract renewal, indicating economic impact and taxes generated.
  - iii. Evidence of the required number of attendees from further away than 90 miles of Prescott.
- b. TAC Grants
- i. These grants shall follow the established TAC Grant Policy and Process and event organizers shall submit the required reports consistent with the Policy.

**E. Special Event Evaluation**

The City shall evaluate all event sponsorships after submission of the required written reports. The City reserves the right to cancel future sponsorship of any event, pending the review of the evaluation of the event and the demonstrated performance metrics and contractual obligations associated with the event.



# Special Events Sponsorship Policy

Michael Morris  
Deputy City Manager

City Council  
Voting Session  
May 26, 2026



# PURPOSE

Provide a straightforward, accountable process for funding events and enable the City to manage public resources and cultivate signature events in a cost-effective and well-coordinated way.



# EVENT SPONSORSHIP CATEGORIES

## City Produced Events

- City funded through General Fund

## Signature Events Sponsorship

- Use Tourism funding to build brand

## Tourism Advisory Committee Grants

- Current process - Tourism funds support events not reaching the Signature Event threshold



# CITY PRODUCED EVENTS



- Hosted, coordinated or contracted by the City to benefit the Community.
- These community events are budgeted in the City Operating Budget. They are not eligible for Tourism Tax Funding.
- July 4<sup>th</sup>, Veterans Day Parade

# SIGNATURE EVENTS SPONSORSHIP



## ELIGIBILITY

- Coordinated by a non-City government entity.
- Generates at least \$100,000 in City Revenue - Tourism and Sales Taxes.
- Has at least 5,000 visiting attendees from outside Prescott (90 miles or more).
- Has a marketing reach of at least one million impressions. Building the City's brand.
- Christmas City, Whiskey Off-Road, Prescott Rodeo

# SIGNATURE EVENTS SPONSORSHIP



## FUNDING

- Receive funding equivalent to 50% of city taxes generated – up to \$80,000 max.
- Economic Impact Study to determine taxes generated – cost split 50/50 – City/Event Organizer.
- In-kind City Services up to \$40,000
- Require a five-year agreement approved by City Council.  
Economic Impact Study prior to new contract or renewal.
- Requires a post event report.

# SIGNATURE EVENTS SPONSORSHIP



## IMPACT

- Christmas City
  - Currently \$60,000 + In-Kind Services
  - Economic Impact Study Completed
  - New = \$80,000 + Up To \$40,000 In-Kind
- Whiskey Off-Road
  - Currently \$70,000 + In-Kind Services
  - Economic Impact Study in Progress
- Prescott Rodeo
  - Currently \$40,000 + In-Kind Services
  - Economic Impact Study in July

# TAC GRANTS FOR EVENTS



- Event coordinated by a non-City government entity.
- Eligible for Tourism Tax Funding.
- Required to go through the TAC application process for a recommendation prior to City Council approval.
- Grants range from \$1,000-\$5,000.
- Require post event report.

# Requirements of All Events



## **Permit Application Process**

All events must follow the conditions set forth in Section 8-9 of the Prescott City Code and must submit the appropriate applications

## **Contracts**

All events receiving sponsorship and/or in-kind services are required to have contracts approved by City Council.

## **Reporting**

All events are required to provide a post-event report.

- Economic Impact
- Marketing Reach Metrics
- Estimated taxes generated.
- Evidence of number of visitor attendees.
- TAC Grants according to Policy

## **Evaluation**

The City reserves the right to cancel future sponsorship of any event, pending evaluation of the event and the demonstrated performance metrics and contractual obligations associated with the event.

# Next Steps



City Council adopt the Special Event Funding Policy.



Finish conducting Economic Impact Studies for Marketing Sponsorship Events.



Apply the Special Events Funding Formula and prepare 5- year agreements for City Council Approval

TAC Grants – continue current process





**THANK YOU!**

**QUESTIONS?**



TO: MAYOR AND CITY COUNCIL  
AGENDA: May 26 Voting Meeting  
DATE: May 26, 2026  
DEPT: Finance  
ITEM #: 10.C  
SUBJECT: Adoption of Resolution No. 2026-1986 Setting Certain Citywide Fees & Approving a Citywide Fee Schedule for Fiscal Year 2027, and Adoption of Ordinance No. 2026-1947 Amending Prescott City Code 4-7-5.

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE IV, CHAPTER 4-7, SECTION 4-7-5, AMENDING THE ANNUAL ADJUSTMENT OF FEES**

**ITEM SUMMARY**

This item is to adopt an updated Citywide Fee Schedule. Once approved, the schedule will be published on the City's website and will provide a centralized location for various services across the City that have a fee associated. Several city departments are proposing fee increases. Adjustments based on the Consumer Price Index are planned for Community Development, City Clerk, Public Works, and the Fire Department. The Airport's fee updates include CPI for storage fees, security access changes, and a new non-refundable \$150 hangar wait list application fee. Specific new fees in the proposal are a \$10 per hour rental fee for the roller hockey rink in the Recreation Services, fees for commercial GIS requests, and emergency response cost recovery fees for impaired driver incidents in the Police Department.

**BACKGROUND**

Adopting a Citywide Fee Schedule is an identified best practice for municipalities for a couple of reasons. First, City residents can easily review the fees that are charged by the City. Secondly, the Arizona Revised Statutes (9-499.15) require certain procedures to be followed when fees are amended and changed, so having these all be brought to the City Council at once increases transparency and ease of administration. The required 60-day public notice and 15-day notice of intent were posted for this item to be considered at the voting meeting on May 26, 2026. The following changes are being proposed:

- Community Development, City Clerk, Fire Department and Public works are increasing their fees per the Consumer Price Index (CPI).
- Airport is increasing storage fees by the CPI, and changing fees related to security access control. Also the previous \$200 hangar waiting list application deposit is changing to a non-refundable \$150 hangar wait list application fee. These are to ease the administrative burden and clarify fees for security control.
- Recreation Services is proposing a new fee for allowing the rental of the roller hockey rink at \$10 per hour. This is to separate the fee from the generic field usage fee of \$20 per hour.
- Information Technology is adding fees to cost recover commercial GIS related work products. The fee will either be \$55 per kilometer tile for the aerial imagery and 1 ft contours, or \$55 per hour for custom layers or maps of any dimensions. See the attached justification [memo](#).
- Police Department is adding a fee allowed by ARS 28-1386 for cost recovery of emergency response for a single accident involving a person who is under the influence of intoxicating liquor, any drug, a vapor releasing substance, or any combination of liquor, drugs, or vapor releasing substances. The maximum fee allowed is \$1,000 per incident.

The Citywide Fee Schedule excludes water and wastewater utility rates, development impact fees, and solid waste

service rates, which are adopted through separate rate study processes. Also excluded are fees for registration-based classes, programs or activities provided by Recreation Services.

## **FINANCIAL IMPACT**

Service fees are set to help recover the costs of delivering specific programs. Without this cost recovery, these services would either need to be funded through other revenue sources or risk not being offered at all.

## **RECOMMENDED ACTION**

1) MOVE to adopt Resolution No. 2026-1986; and 2) Ordinance No. 2026-1947

## **ATTACHMENTS**

1. Citywide Fee Schedule Update Presentation
2. Resolution No 2026-1986 Citywide Fee Schedule
3. FY2027 Proposed City Wide Fee Schedule
4. GIS Fees Justification
5. Ordinance No. 2026-1947\_Amending 4-7-5



# FY2027 Citywide Fee Schedule Update

# Introduction

- If approved, the fee increases go into effect July 1, 2026.
- Public notices posted: 60-day on March 27<sup>th</sup>, 15-day on May 11<sup>th</sup>
- The fee schedule excludes:
  - Water and wastewater utility rates, development impact fees, and solid waste service rates
    - There are adopted through separate rate study processes
  - Also excludes fees for registration-based classes, programs or activities provided by Recreation Services
    - These fluctuate based on the programs provided, plus exempt from public noticing per ARS 9-499.15.
- CPI increase - 1.2%
  - Consumer Price Index for All Urban Consumers (CPI-U) for the Phoenix-Mesa-Scottsdale, AZ metropolitan area, using the calendar-year annual average.
  - Applied to some Airport, Community Development, City Clerk, and Public Works, Fire Department Fees.

# Airport

- Key Changes:
  - Storage - covered or non-covered tie downs increased by CPI.
  - Hangars left the same for now since rates just raised fall 2025 - market-based adjustments considered in the future
  - New hangar waiting list application fee - \$150 per application, non-refundable
    - Removes the \$200 deposit mechanism to be on the waiting list.
  - Reducing badge renewal fee reduced from \$100 to \$50
  - New access control card fee - \$50

# Other Departments

- Information Technology / GIS Services
  - Cost recovery of specialized commercial entity requests, foundational layers available to download at no cost.
  - Aerial imagery and 1-ft contours: \$55 per square kilometer tile
  - Custom layers or maps of any dimensions: \$55 per hour of staff time
- Recreation Services
  - Hockey rink rental - \$10 per hour. To provide rental reservations and offset costs of maintenance.
- Police
  - Emergency Response Costs \$1,000 Per Incident (ARS 28-1386)
    - Max fee to offset the expense of an emergency response for a single accident involving a person who is under the influence of intoxicating liquor, any drug, a vapor releasing substance, or any combination of liquor, drugs, or vapor releasing substances.

**RESOLUTION NO. 2026-1986**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, SETTING CERTAIN CITYWIDE FEES AND APPROVING A CITYWIDE FEE SCHEDULE FOR FISCAL YEAR 2027.**

**RECITALS:**

WHEREAS, the City Council, over the past several years, has established miscellaneous fees charged by different City Departments for various services and activities through both ordinances and resolutions, including but not limited to those listed in Exhibit "A", attached and incorporated herein; and,

WHEREAS, the City desires to centralize its miscellaneous fees, so citizens can easily determine the costs of City services and activities; and,

WHEREAS, these fees may be adjusted each year in accordance with the Consumer Price Index for All Urban Consumers (CPI-U) for the Phoenix-Mesa-Scottsdale, AZ metropolitan area each year; and,

WHEREAS, public notice of the new and/or increased fees found in the Fee Schedule attached to this Resolution and incorporated herein by reference as Exhibit "B" was done pursuant to A.R.S. Section 9-499.15; and,

WHEREAS, the Fee Schedule (Exhibit "B") excludes water and wastewater utility rates, development impact fees and solid waste services fee, which are adopted by a separate process by the City; and, that these water and wastewater utility rates, development impact fees and solid waste service fees are unaffected by this Resolution and shall remain in full force and effect; and,

WHEREAS, the Fee Schedule (Exhibit "B") also excludes fees for registration-based classes, programs, or activities provided by Recreation Services which are unaffected by the Resolution and shall remain in full force and effect; and,

WHEREAS, it is in the best interests of the City to centralize Citywide fees with one Resolution.

**ENACTMENTS:**

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

SECTION 1. THAT Resolution Number 2026-1986 and the Miscellaneous Citywide fees attached thereto and incorporated therein by reference as Exhibit "B" ("FY2027 Citywide Fee Schedule") is hereby adopted and approved by the Prescott City Council.

SECTION 2. THAT this Resolution No. 2026-1986, and the Fee Schedule it incorporates (Exhibit "B"), in no way affects existing City water and wastewater utility rates, development impact fees and solid waste services fee; and, that these existing water and wastewater utility rates, development impact fees and sold waste services fees remain in full force and effect.

SECTION 3. THAT the fees included in the Fee Schedule (Exhibit "B") may be increased in accordance with the Consumer Price Index for All Urban Consumers (CPI-U) for the Phoenix-Mesa-Scottsdale, AZ metropolitan area on a yearly basis.

SECTION 4. THAT the Mayor and staff are hereby authorized to take such steps as may be necessary to effectuate this Resolution No. 2026-1986.

SECTION 5. THAT this Resolution shall take effect thirty days after approval by the Prescott City Council.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott 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 M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2026-1986 is a true, correct and accurate copy of Resolution No. 2026-1986 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

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

**EXHIBIT "A"**

Resolutions and Ordinances Amended by Resolution 2026-1986

Resolution No: 4178-1340  
Resolution No: 3898-0866  
Ordinance No: 4979-1517  
Resolution No: 2019-1731  
Resolution No: 4325-1534  
Resolution No: 4327-1536  
Resolution No: 3761  
Ordinance No: 5050-1590  
Ordinance No: 4977-1515  
Resolution No: 4049-1119  
Resolution No: 4326-1535  
Resolution No: 2022-1844  
Ordinance No: 2023-1832  
Ordinance No: 4981-1519  
Ordinance No: 4984-1522  
Ordinance No: 3533  
Ordinance No: 4088

**EXHIBIT "B"**  
FY2027 Citywide Fee Schedule  
July 1, 2026 - June 30, 2027



## **FY2027 Citywide Fee Schedule**

July 1, 2026 – June 30, 2027

### **Notes:**

1. All increases or new fees have reasons indicated in the far-right increase justification column. Several of these fees have a codified allowance for a Consumer Price Index (CPI) increase. If so, the increase percentage is indicated. The new or increased fees that require Council approval are in red color.
  
2. This list of fees excludes:
  - a. Water and wastewater utility rates, development impact fees, and solid waste services rates, which are adopted through separate processes.
  
  - b. Fees for registration-based classes, programs or activities provided by Recreation Services.

City of Prescott  
FY2027 Citywide Fee Schedule  
July 1, 2026 - June 30, 2027

Fee Description	FY26 Amount	FY27 Amount	CPI ADJ 2026	Unit Description	Justification
<b>Airport</b>					
Storage - Tie Down (Nested) - Non-Commercial	\$ 66.56	\$ 67.36	1.2%	Per month, plus tax	
Storage - Tie Down (Nested) - Commercial	\$ 83.19	\$ 84.19	1.2%	Per month, plus tax	
Storage -Covered Tie-Downs - Non-Commercial	\$ 152.64	\$ 154.47	1.2%	Per month, plus tax	
Storage -Covered Tie-Downs - Commercial	\$ 190.80	\$ 193.09	1.2%	Per month, plus tax	
Hangar Rows F, G, H, I, J, L, M, N, & O - Non-Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.3629	\$ 0.3629		Monthly per square foot, plus tax	
Standard	\$ 0.3700	\$ 0.3700		Monthly per square foot, plus tax	
Premium	\$ 0.4200	\$ 0.4200		Monthly per square foot, plus tax	
Hangar Rows F, G, H, I, J, L, M, N, & O - Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.4536	\$ 0.4536		Monthly per square foot, plus tax	
Standard	\$ 0.4625	\$ 0.4625		Monthly per square foot, plus tax	
Premium	\$ 0.5250	\$ 0.5250		Monthly per square foot, plus tax	
Hangar Row B - Non-Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.3600	\$ 0.3600		Monthly per square foot, plus tax	
Standard	\$ 0.4000	\$ 0.4000		Monthly per square foot, plus tax	
Premium	\$ 0.4500	\$ 0.4500		Monthly per square foot, plus tax	
Hangar Row B - Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.4536	\$ 0.4536		Monthly per square foot, plus tax	
Standard	\$ 0.4625	\$ 0.4625		Monthly per square foot, plus tax	
Premium	\$ 0.5250	\$ 0.5250		Monthly per square foot, plus tax	
Hangar Row C - Non-Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.3350	\$ 0.3350		Monthly per square foot, plus tax	
Standard	\$ 0.3700	\$ 0.3700		Monthly per square foot, plus tax	
Premium	\$ 0.4200	\$ 0.4200		Monthly per square foot, plus tax	
Hangar Row C - Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.4188	\$ 0.4188		Monthly per square foot, plus tax	
Standard	\$ 0.4625	\$ 0.4625		Monthly per square foot, plus tax	
Premium	\$ 0.5250	\$ 0.5250		Monthly per square foot, plus tax	
Hangar Row D - Non-Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.3600	\$ 0.3600		Monthly per square foot, plus tax	
Standard	\$ 0.4000	\$ 0.4000		Monthly per square foot, plus tax	
Premium	\$ 0.4500	\$ 0.4500		Monthly per square foot, plus tax	
Hangar Row D - Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.4500	\$ 0.4500		Monthly per square foot, plus tax	
Standard	\$ 0.5000	\$ 0.5000		Monthly per square foot, plus tax	
Premium	\$ 0.5625	\$ 0.5625		Monthly per square foot, plus tax	
Hangar Row K - Non-Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.4320	\$ 0.4320		Monthly per square foot, plus tax	
Standard	\$ -	\$ -		Monthly per square foot, plus tax	
Premium	\$ 0.4800	\$ 0.4800		Monthly per square foot, plus tax	
Hangar Row K - Commercial					
Sub Standard (10% Discount until Upgraded)	\$ 0.5400	\$ 0.5400		Monthly per square foot, plus tax	
Standard	\$ -	\$ -		Monthly per square foot, plus tax	
Premium	\$ 0.6000	\$ 0.6000		Monthly per square foot, plus tax	
Hangar Row P & Q - Non-Commercial					
Sub Standard (10% Discount until Upgraded)	\$ -	\$ -		Monthly per square foot, plus tax	
Standard	\$ -	\$ -		Monthly per square foot, plus tax	
Premium	\$ 0.4800	\$ 0.4800		Monthly per square foot, plus tax	
Premium Deluxe	\$ 0.6500	\$ 0.6500		Monthly per square foot, plus tax	
Hangar Row P & Q - Commercial					
Sub Standard (10% Discount until Upgraded)	\$ -	\$ -		Monthly per square foot, plus tax	
Standard	\$ -	\$ -		Monthly per square foot, plus tax	
Premium	\$ 0.6000	\$ 0.6000		Monthly per square foot, plus tax	
Premium Deluxe	\$ 0.8125	\$ 0.8125		Monthly per square foot, plus tax	
Storage Units - B - North (East) - Non-Commercial	\$ 272.55	\$ 272.55		Per month, plus tax	
Storage Units - B - North (East) - Commercial	\$ 340.69	\$ 340.69		Per month, plus tax	
Storage Units - B - South (West) - Non-Commercial	\$ 272.55	\$ 272.55		Per month, plus tax	
Storage Units - B - South (West) - Commercial	\$ 340.69	\$ 340.69		Per month, plus tax	
Storage Units - C - North (East) - Non-Commercial	\$ 225.09	\$ 225.09		Per month, plus tax	
Storage Units - C - North (East) - Commercial	\$ 281.36	\$ 281.36		Per month, plus tax	
Storage Units - C - South (West) - Non-Commercial	\$ 225.09	\$ 225.09		Per month, plus tax	
Storage Units - C - South (West) - Commercial	\$ 281.36	\$ 281.36		Per month, plus tax	
Storage Units - D - South (East) - Non-Commercial	\$ 375.03	\$ 375.03		Per month, plus tax	
Storage Units - D - South (East) - Commercial	\$ 468.78	\$ 468.78		Per month, plus tax	
Storage Units - F - North - Non-Commercial	\$ 182.27	\$ 182.27		Per month, plus tax	
Storage Units - F - North - Commercial	\$ 227.84	\$ 227.84		Per month, plus tax	
Storage Units - F - South - Non-Commercial	\$ 212.50	\$ 212.50		Per month, plus tax	
Storage Units - F - South - Commercial	\$ 265.65	\$ 265.65		Per month, plus tax	
Storage Units - G - South - Non-Commercial	\$ 240.65	\$ 240.65		Per month, plus tax	
Storage Units - G - South - Commercial	\$ 300.81	\$ 300.81		Per month, plus tax	
Storage Units - H - North - Non-Commercial	\$ 225.09	\$ 225.09		Per month, plus tax	
Storage Units - H - North - Commercial	\$ 281.36	\$ 281.36		Per month, plus tax	
Storage Units - H - South - Non-Commercial	\$ 225.09	\$ 225.09		Per month, plus tax	
Storage Units - H - South - Commercial	\$ 281.36	\$ 281.36		Per month, plus tax	
Storage Units - I - North - Non-Commercial	\$ 225.09	\$ 225.09		Per month, plus tax	
Storage Units - I - North - Commercial	\$ 281.36	\$ 281.36		Per month, plus tax	
Storage Units - I - South - Non-Commercial	\$ 225.09	\$ 225.09		Per month, plus tax	
Storage Units - I - South - Commercial	\$ 281.36	\$ 281.36		Per month, plus tax	
Storage Units - J - South - Non-Commercial	\$ 207.56	\$ 207.56		Per month, plus tax	
Storage Units - J - South - Commercial	\$ 259.45	\$ 259.45		Per month, plus tax	
Storage Units - L - North (West) - Non-Commercial	\$ 261.63	\$ 261.63		Per month, plus tax	
Storage Units - L - North (West) - Commercial	\$ 327.04	\$ 327.04		Per month, plus tax	
Storage Units - L - South (East) - Non-Commercial	\$ 261.63	\$ 261.63		Per month, plus tax	
Storage Units - L - South (East) - Commercial	\$ 327.04	\$ 327.04		Per month, plus tax	
Storage Units - M - North (West) - Non-Commercial	\$ 207.04	\$ 207.04		Per month, plus tax	
Storage Units - M - North (West) - Commercial	\$ 258.80	\$ 258.80		Per month, plus tax	
Storage Units - N - North (West) - Non-Commercial	\$ 138.59	\$ 138.59		Per month, plus tax	
Storage Units - N - North (West) - Commercial	\$ 173.24	\$ 173.24		Per month, plus tax	

City of Prescott  
FY2027 Citywide Fee Schedule  
July 1, 2026 - June 30, 2027

Fee Description	FY26 Amount	FY27 Amount	CPI ADJ 2026	Unit Description	Justification
Storage Units - O - North (West) - Non-Commercial	\$ 207.04	\$ 207.04		Per month, plus tax	
Storage Units - O - North (West) - Commercial	\$ 258.80	\$ 258.80		Per month, plus tax	
Shared Use Areas - Shared Ramp/Apron Access Charge	\$ 0.0417	\$ 0.0417		Per month, plus tax, Per sq. ft. of building leashold	
Shared Use Areas - Shared Automobile Parking Charge	\$ 0.0333	\$ 0.0333		Per month, plus tax, Per sq. ft. of building leashold	
Regular Hangar Waiting List Application Deposit	\$ 200.00	\$ -		Per application	
Hangar Wait List Application Fee	\$ -	\$ 150.00		Per application, Non-Refundable	
Transient Aircraft Overnight Parking Fees - City Operated Ramps - Single Engine & Light Helicopters	\$ 25.00	\$ 25.00		per night, includes tax	
Transient Aircraft Overnight Parking Fees - City Operated Ramps - Twin Engine & Turbine Helicopters	\$ 35.00	\$ 35.00		per night, includes tax	
Transient Aircraft Overnight Parking Fees - City Operated Ramps - Aircraft greater than 5,000 lbs	\$ 65.00	\$ 65.00		per night, includes tax	
Commercial Landing Fee - Local (Aircraft Over 1,000 lbs Max. Gross Landing Weight)	\$ 1.50	\$ 1.50		per 1,000 pounds (US) MGLW per landing	
Commercial Landing Fee - Transient (Aircraft Over 1,000 lbs Max. Gross Landing Weight)	\$ 2.00	\$ 2.00		per 1,000 pounds (US) MGLW per landing	
Operational Fees - Re-Key Lock or Replacement of Lock	\$ 150.00	\$ 150.00		per lock	
Operational Fees - Replacement/Additional Hangar Key	\$ 25.00	\$ 25.00		per key	
Operational Fees - Airport Personnel Rate	\$ 64.00	\$ 64.00		per hour	
Operational Fees - After Hours/Emergency Call Out Fee	\$ 128.00	\$ 128.00		per incident	
Administrative Fees - Fingerprinting Fee	\$ 110.00	\$ 110.00		per time; Non-Refundable	
Administrative Fees - Commercial Tenant Movement & Non-Movement Driver Training Fee & Badge*	\$ 100.00	\$ 100.00		per badge; Non-Refundable	
Administrative Fees - Commercial Tenant Movement & Non-Movement Driver Training Fee & Badge Renewal*	\$ 100.00	\$ 50.00		per credential, Non-refundable	
Administrative Fees - Damaged or Destroyed or Lost Badge	\$ 100.00	\$ 100.00		per credential	
Airport Use License (Aeronautical & Non-Aeronautical)	\$ 100.00	\$ 100.00		per month	
Administrative Fees - Non-Based Temporary Activity Permit (15 days or less per calendar year)	\$ 20.00	\$ 20.00		per day (plus proof of insurance)	
Administrative Fees - Non-Based Annual Permit (more than 15 days per calendar year)	\$ 300.00	\$ 300.00		see permit for details	
Administrative Fees - Fuel Flowage Fee - (FBO) Jet A	\$ 0.12	\$ 0.12		per gallon	
Administrative Fees - Fuel Flowage Fee - (FBO) AvGas	\$ 0.12	\$ 0.12		per gallon	
Administrative Fees - Fuel Flowage Fee - (Non-FBO) Jet A & AvGas	\$ 0.15	\$ 0.15		per gallon	
Administrative Fees - Self-Fueling Permit	\$ 100.00	\$ 100.00		per month	
Administrative Fees - Self-Fueling Agreement Application Fee	\$ 1,500.00	\$ 1,500.00		per permit	
Credential/Access Control Card - Access Control Card*	\$ -	\$ 50.00		Per card, Non-refundable	Cost Recovery
Credential/Access Control Card - Renewal of Access Control Card*	\$ 25.00	\$ 25.00		Per card, Non-refundable	
Credential/Access Control Card - Damaged, Destroyed, or Lost Access Control Card*	\$ 100.00	\$ 100.00		Per card, Non-refundable	
Fines & Penalties - Runway or Taxiway Safety Area Incursion	\$ 1,000.00	\$ 1,000.00		Up to per person per occurrence	
Fines & Penalties - Runway or Taxiway Incursion	\$ 2,500.00	\$ 2,500.00		Up to per person per occurrence	
Terminal Advertising - Digital Monitors - Setup Fee all sizes	\$ 100.00	\$ 100.00		One-time	
Terminal Advertising - Digital Monitors - 65 Inch Monitor Monthly Fee	\$ 100.00	\$ 100.00		per month	
Terminal Advertising - Digital Monitors - 50 Inch Monitor Monthly Fee	\$ 85.00	\$ 85.00		per month	
Terminal Advertising - Digital Monitors - 43 Inch Monitor Monthly Fee	\$ 70.00	\$ 70.00		per month	
Terminal Advertising - Physical Content - Setup Fee all content	\$ 100.00	\$ 100.00		One-time	
Terminal Advertising - Physical Content - Security Screen Bins	\$ 75.00	\$ 75.00		per month, three month minimum	
Terminal Advertising - Physical Content - Charging Station	\$ 150.00	\$ 150.00		per month, three month minimum	
Terminal Advertising - Physical Content - Floor Graphics (Floor Clings)	\$ 50.00	\$ 50.00		per month, three month minimum	
Terminal Advertising - Physical Content - Full Size Restrooms	\$ 200.00	\$ 200.00		per month, three month minimum	
Terminal Advertising - Physical Content - Family Restrooms	\$ 75.00	\$ 75.00		per month, three month minimum	
Terminal Advertising - Physical Content - Pillar Banner Long Hall	\$ 250.00	\$ 250.00		per month, three month minimum	
Terminal Advertising - Physical Content - Pillar Vinyl Long Hall	\$ 200.00	\$ 200.00		per month, three month minimum	
Terminal Advertising - Physical Content - Pet Area Sponsorship	\$ 75.00	\$ 75.00		per month, three month minimum	
Terminal Advertising - Physical Content - Nursing Room Sponsorship Airside	\$ 75.00	\$ 75.00		per month, three month minimum	
Terminal Advertising - Physical Content - Window Wrap (TSA) - 3 months	\$ 600.00	\$ 600.00		per 3 month period	
Terminal Advertising - Physical Content - Window Wrap (TSA) - 6 months	\$ 1,000.00	\$ 1,000.00		per 6 month period	
Terminal Advertising - Physical Content - Window Wrap (TSA) - 12 months	\$ 1,500.00	\$ 1,500.00		per 12 month period	
*USDOT & USDHS Representatives with Official Duties and Requirement for Airfield Access - Exempt from Badge / Access Control Card Fee					
<b>Budget &amp; Finance</b>					
Privilege Tax - License Application	\$ 5.00	\$ 5.00		One time Fee	
Privilege Tax - License Renewal	\$ -	\$ -		Annual Fee	
<b>City Court</b>					
Civil Court Docket Fee	\$ -	\$ 45.00		Per Civil Case Filed	Council adopted 1/13/2026
City Court Assessment Fee	\$ 35.00	\$ 35.00		Per Criminal Case Formally Adjudicated	
Warrant Fee	\$ 65.00	\$ 65.00		Per Failure to Appear Warrant	
Non-Sufficient Funds/Credit Card Chargebacks	\$ 25.00	\$ 25.00		Per Event	
Records Request	\$ 35.00	\$ 35.00		Per Request	
Certification	\$ 38.00	\$ 38.00		Per Filing	
Audio Recording	\$ 33.00	\$ 33.00		Per CD	
Defensive Driving School Diversion Fee	\$ 180.00	\$ 180.00		Per Authorization	
Paper Copy Fees	\$ 0.50	\$ 0.50		Per Page	
<b>Community Development - Neighborhood Services</b>					
Vacation Rental Registration Fee	\$ 30.00	\$ 30.00		One time	
Vacation Rental Annual Renewal	\$ 30.00	\$ 30.00		Annual Fee	
Vacation Rental Renewal Alternate Year	\$ 30.00	\$ 30.00		Annual Fee	
Vacation Rental Health/Safety Inspection	\$ 65.00	\$ 65.00		One time	
<b>Community Development - Building Safety</b>					
Commercial Building Permit Under \$14,000	\$ 66.00	\$ 67.00	1.2%	Each	
Commercial Building Permit Over \$14,000 (Valuation)				Valuation*(0.00461)	
Residential Building Permit Under \$14,000	\$ 66.00	\$ 67.00	1.2%	Each	
Residential Building Permit Over \$14,000 (Valuation)				Valuation*(0.00461)	
Building Plan Check 3 or More (Per Hour)	\$ 106.00	\$ 107.00	1.2%	Each	
Building Plan Check Adds. or Revs. to Approved Plans (Per Hour)	\$ 106.00	\$ 107.00	1.2%	Each	

City of Prescott  
 FY2027 Citywide Fee Schedule  
 July 1, 2026 - June 30, 2027

Fee Description	FY26	FY27	CPI ADJ 2026	Unit Description	Justification
	Amount	Amount			
Building Plan Check App. Ext.	\$ 33.00	\$ 34.00	1.2%	Each	
Building Plan Check Commercial E/M/P/F	65%	65%		65% Percent	
Building Plan Check Commercial (BLDG)	70%	70%		70% Percent	
Building Plan Check Commercial under \$14,000	\$ 50.00	\$ 51.00	1.2%	Each	
New Permit on Existing Exp. Permit	\$ 198.00	\$ 201.00	1.2%	Each	
Building Plan Check 1st Permit Ext.	\$ 33.00	\$ 34.00	1.2%	Each	
Building Plan Check 2nd Permit Ext.	\$ 66.00	\$ 67.00	1.2%	Each	
Building Plan Check 3rd Permit Ext.	\$ 132.00	\$ 134.00	1.2%	Each	
Building Plan Check Re-Issue or Re-Stamp (Per Hour)	\$ 106.00	\$ 107.00	1.2%	Each/min 66.00	
Building Plan Check Residential E/M/P/F	65%	65%	1.2%	65% Percent	
Building Plan Check Residential (BLDG)	70%	70%	1.2%	70% Percent	
Building Plan Check Residential under \$14,000	\$ 43.00	\$ 44.00	1.2%	Each	
C of O Walkthru Issue	\$ 66.00	\$ 67.00	1.2%	Each	
C of O Walkthru BLDG Only	\$ 198.00	\$ 201.00	1.2%	Each	
C of O Walkthru Congregate Living Life Safety Occupancy	\$ 528.00	\$ 535.00	1.2%	Each	
E/M/P Permit Commercial - Electric (Sq. Foot)	\$ 0.0792	\$ 0.0800	1.2%	Valuation/min \$66.00	
E/M/P Permit Commercial - Mechanical (Sq. Foot)	\$ 0.0792	\$ 0.0800	1.2%	Valuation/min \$66.00	
E/M/P Permit Commercial - Fuel Gas (Sq. Foot)	\$ 0.0792	\$ 0.0800	1.2%	Valuation/min \$66.00	
E/M/P Permit Commercial - Plumbing (Sq. Foot)	\$ 0.0792	\$ 0.0800	1.2%	Valuation/min \$66.00	
E/M/P Permit Residential - Electrical (Sq. Foot)	\$ 0.0396	\$ 0.0400	1.2%	Each	
E/M/P Permit Residential - Mechanical (Sq. Foot)	\$ 0.0396	\$ 0.0400	1.2%	Each	
E/M/P Permit Residential - Fuel Gas (Sq. Foot)	\$ 0.0396	\$ 0.0400	1.2%	Each	
E/M/P Permit Residential - Plumbing (Sq. Foot)	\$ 0.0396	\$ 0.0400	1.2%	Each	
Inspection After Hour (Per Hour)	\$ 99.00	\$ 101.00	1.2%	hr, min 198.00	
Inspection Investigation				dollar amount	
Inspection Re-Inspection (Inspection)	\$ 99.00	\$ 101.00	1.2%	Each	
Inspection Same-Day	\$ 198.00	\$ 201.00	1.2%	Each	
Inspection Site Investigation	\$ 198.00	\$ 201.00	1.2%	Each	
Issue Building	\$ 66.00	\$ 67.00	1.2%	Each	
Hold Harmless Document	\$ 4.00	\$ 5.00	1.2%	Each	
Refund Process Fee	\$ 66.00	\$ 67.00	1.2%	Each	
Temporary Cert. of Occupancy Commercial	\$ 792.00	\$ 802.00	1.2%	Each	
Temporary Cert. of Occupancy Residential	\$ 396.00	\$ 401.00	1.2%	Each	
Building Sign Footing Inspection	\$ 66.00	\$ 67.00	1.2%	Each	
Building Sign Plan Review	\$ 59.00	\$ 59.00	1.2%	Each	
Building Sign New Electrical Inspection	\$ 66.00	\$ 67.00	1.2%	Each	
Building New Residential Plan Review Deposit	\$ 788.00	\$ 798.00	1.2%	Each	
Building Residential Plan Review Deposit				dollar amount	
Building New Commercial Plan Review Deposit	\$ 1,014.00	\$ 1,026.00	1.2%	Each	
Building Commercial Plan Review Deposit				dollar amount	
Model Plan Review Fee	\$ 788.00	\$ 798.00	1.2%	Each	
Building Fast Track Permit Issue	\$ 66.00	\$ 67.00	1.2%	Each	
Building Fast Track Inspection	\$ 66.00	\$ 67.00	1.2%	Each	
<b>Community Development - Planning</b>					
Administrative Adjustment	\$ 178.18	\$ 180.32	1.2%	Each	
Amended or Corrected Plat	\$ 39.59	\$ 40.07	1.2%	Each	
Amended or Corrected Plat	\$ 329.96	\$ 333.92	1.2%	Each	
Annexation up to 249 acres	\$ 3,299.58	\$ 3,339.17	1.2%	Each	
Annexation 250 acres to 999 acres	\$ 25,000.00	\$ 25,300.00	1.2%	Each	
Annexation 1000 acres to 1999 acres	\$ 50,000.00	\$ 50,600.00	1.2%	Each	
Annexation 2000+ acres	\$ 75,000.00	\$ 75,900.00	1.2%	Each	
Appeal Under Zoning Code	\$ 197.97	\$ 200.35	1.2%	Each	
Code Text Amendment	\$ 659.92	\$ 667.83	1.2%	Each	
Comprehensive Sign Packages	\$ 857.89	\$ 868.19	1.2%	Each	
Conditional Use Permit Fee	\$ 1,266.84	\$ 1,302.28	1.2%	Each	
Development Agreement	\$ 1,319.83	\$ 1,335.67	1.2%	Each	
Development Agreement w/ Water Service Min	\$ 395.95	\$ 400.70	1.2%	MIN \$395.95/HRS*\$106/MAX \$791.90	
Development Agreement w/ Water Service Max	\$ 791.90	\$ 801.40	1.2%	MIN \$395.95/HRS*\$106/MAX \$791.90	
Development Agreement w/ Water Service PER HOUR	\$ 106.00	\$ 106.85	1.2%	MIN \$395.95/HRS*\$106/MAX \$791.90	
General Plan Major Amendment	\$ 3,959.49	\$ 4,007.01	1.2%	Each	
General Plan Minor Amendment	\$ 2,362.50	\$ 2,390.85	1.2%	Each	
General Plan Minor Amendment w/Rezone	\$ 1,055.87	\$ 1,068.54	1.2%	Each	
Historic Preservation Review	\$ 164.98	\$ 166.96	1.2%	Each	
Land Split/Records of Survey	\$ 461.94	\$ 467.48	1.2%	Each	
Master Plan Amendment	\$ 1,055.87	\$ 1,068.54	1.2%	Each	
Postage Fees				dollar amount	
Recording Mylars				dollar amount	
Replat w/ no density change	\$ 659.92	\$ 667.83	1.2%	Each	
Replat W/ council action	\$ 989.87	\$ 1,001.75	1.2%	Each	
Revision of Plat W/ no density change	\$ 659.92	\$ 667.83	1.2%	Each	
Revision of Plat W/ Council action	\$ 989.87	\$ 1,001.75	1.2%	Each	
Rezoning Application fee	\$ 2,362.50	\$ 2,390.85	1.2%	Each	
Rezoning Applications per acre fee	\$ 29.04	\$ 29.38	1.2%	Each	
Sign Permit Banner Sign	\$ 98.99	\$ 100.18	1.2%	Each	
Sign Permit New Sign Min	\$ 131.98	\$ 133.57	1.2%	SF/min \$131.98	
Sign Permit New Sign SF	\$ 2.31	\$ 2.34	1.2%	SF/min \$131.98	
Sign Permit Panel Change Min	\$ 66.00	\$ 67.00	1.2%	SF/min \$66.00	
Sign Permit Panel Change	\$ 1.32	\$ 1.34	1.2%	SF/min \$66.00	
Sign Permit Install w/o Permit	\$ 329.96	\$ 333.92	1.2%	Each	
Site Plan Approval Staff only	\$ 66.00	\$ 67.00	1.2%	Each	
Site Plan Approval Council	\$ 989.87	\$ 1,001.75	1.2%	Each	
Special Use Permits, General	\$ 1,781.77	\$ 1,803.15	1.2%	Each	
Special Use Permits, Height Exception	\$ 4,619.41	\$ 4,674.84	1.2%	Each	
Subdivision Exemption or Exception Fee	\$ 2,639.66	\$ 2,671.34	1.2%	Each	
Subdivision Exemption or Exception, per Lot Fee	\$ 118.78	\$ 120.21	1.2%	Each	
Subdivision Plat Extension	\$ 659.92	\$ 667.83	1.2%	Each	
Subdivision Final Plats, Admin fee	\$ 1,319.83	\$ 1,335.67	1.2%	Each	
Subdivision Final Plats, Per lot fee	\$ 33.00	\$ 33.39	1.2%	Each	
Subdivision Preliminary Plats, Admin fee	\$ 2,639.66	\$ 2,671.34	1.2%	Each	

City of Prescott  
FY2027 Citywide Fee Schedule  
July 1, 2026 - June 30, 2027

Fee Description	FY26	FY27	CPI ADJ 2026	Unit Description	Justification
	Amount	Amount			
Subdivision Preliminary Plats, Per lot fee	\$ 118.78	\$ 120.21	1.2%	Each	
Temporary Use Permit	\$ 197.97	\$ 200.35	1.2%	Each	
Topographic Exception	\$ 65.99	\$ 66.78	1.2%	Each	
Variance Fee	\$ 1,286.84	\$ 1,302.28	1.2%	Each	
Zoning Verification Letter	\$ 98.99	\$ 100.18	1.2%	Each	
Water Service Agreement - Comm Project < 2 Acre Feet	\$ 201.52	\$ 203.94	1.2%	Acre Foot Group	
Water Service Agreement - Comm Project 2-4.9 Acre Feet	\$ 268.70	\$ 271.92	1.2%	Acre Foot Group	
Water Service Agreement - Comm Project 5-10 Acre Feet	\$ 335.87	\$ 339.90	1.2%	Acre Foot Group	
Water Service Agreement - Comm Project > 10 Acre Feet	\$ 403.05	\$ 407.89	1.2%	Acre Foot Group	
Water Service Agreement - Comm Subdivision < 2 Acre Feet	\$ 201.52	\$ 203.94	1.2%	Acre Foot Group	
Water Service Agreement - Comm Subdivision 2-4.9 Acre Feet	\$ 268.70	\$ 271.92	1.2%	Acre Foot Group	
Water Service Agreement - Comm Subdivision 5-10 Acre Feet	\$ 335.87	\$ 339.90	1.2%	Acre Foot Group	
Water Service Agreement - Comm Subdivision > 10 Acre Feet	\$ 403.05	\$ 407.89	1.2%	Acre Foot Group	
Water Service Agreement - Single Family Residence	\$ 201.52	\$ 203.94	1.2%	Each	
Water Service Agreement - Multi-Family 2-5 UNITS	\$ 201.52	\$ 203.94	1.2%	Unit Group	
Water Service Agreement - Multi-Family 6-10 UNITS	\$ 268.70	\$ 271.92	1.2%	Unit Group	
Water Service Agreement - Multi-Family 11-50 UNITS	\$ 403.05	\$ 407.89	1.2%	Unit Group	
Water Service Agreement - Multi-Family 51-99 UNITS	\$ 537.40	\$ 543.85	1.2%	Unit Group	
Water Service Agreement - Multi-Family 100+ UNITS	\$ 671.74	\$ 679.80	1.2%	Unit Group	
Water Service Agreement - Residential Subdivision 6 - 25 Lots	\$ 403.05	\$ 407.89	1.2%	Lot Group	
Water Service Agreement - Residential Subdivision 26 - 100 Lots	\$ 671.74	\$ 679.80	1.2%	Lot Group	
Water Service Agreement - Residential Subdivision 100+ Lots	\$ 940.44	\$ 951.73	1.2%	Lot Group	
Water Service Agreement - Change Of Use	\$ 201.52	\$ 203.94	1.2%	Each	
<b>City Clerk</b>					
Liquor License Application Fee	\$ 404.00	\$ 409.00	1.2%	Application Fee	
Special Event Liquor License and Wine Festivals Application Fee	\$ 83.00	\$ 84.00	1.2%	Per day	
City Wide Records Requests	\$ 0.25	\$ 0.25		Per page	
City Wide Records Requests	\$ 5.00	\$ 5.00		CD	
Commercial Public Records Request	\$ 75.00	\$ 75.00		Per commercial request	
Peddler Solicitor Bond	Varies	Varies			
Peddler Solicitor ID Card Fee	\$ 10.00	\$ 10.00		Per ID card issued	
Peddler Solicitor License	\$ 50.00	\$ 50.00		One time Fee	
City Council Chambers Rental	Varies	Varies			
<b>Facilities / Downtown Parking</b>					
Parking Garage - Monthly licensing contract per parking space	\$ 45.00	\$ 45.00		per month	
Downtown Business District - In Lieu of Parking Fee	\$ 18,679.90	\$ 18,904.06	1.2%		
<b>Fire</b>					
Fire Alarm & Detection System Plan Review & Inspections - New Install Under 5,000 sq. ft.	\$ 513.00	\$ 520.00	1.2%		
Fire Alarm & Detection System Plan Review & Inspections - New Install 5,001 and over sq. ft.	513+ .005 per sq. ft.	520+ .005 per sq. ft.	1.2%		
Fire Alarm & Detection System Plan Review & Inspections - Modification (including TI), 1-6 devices	\$ 205.00	\$ 208.00	1.2%		
Fire Alarm & Detection System Plan Review & Inspections - Modification (including TI), 7 or more devices	\$ 308.00	\$ 312.00	1.2%		
Automatic Fire Sprinkler System Plan Review & Inspections - New Commercial Installation under 5,000 sq. ft.	\$ 513.00	\$ 520.00	1.2%		
Automatic Fire Sprinkler System Plan Review & Inspections - New Commercial Installation 5,001 or more sq. ft.	513 + .005 per sq. ft.	520+ .005 per sq. ft.	1.2%		
Automatic Fire Sprinkler System Plan Review & Inspections - Modifications 1-6 sprinklers	\$ 205.00	\$ 208.00	1.2%		
Automatic Fire Sprinkler System Plan Review & Inspections - Modifications 7 or more sprinklers	\$ 308.00	\$ 312.00	1.2%		
Automatic Fire Sprinkler System (13D Residential) Plan Review & Inspections - New Residential Installation	\$ 308.00	\$ 312.00	1.2%		
Automatic Fire Sprinkler System (13D Residential) Plan Review & Inspections - Modifications/Additions	\$ 103.00	\$ 105.00	1.2%		
Alternative Fire - Extinguishing System Plan Review & Inspections - New installation: foam, CO2, clean agent, chemical, etc.	\$ 308.00	\$ 312.00	1.2%		
Alternative Fire - Extinguishing System Plan Review & Inspections - New installation: commercial cooking (Hood) - single system	\$ 513.00	\$ 520.00	1.2%		
Fire Pump - New installation and modified	\$ 616.00	\$ 624.00	1.2%		
Underground Fire Lines - Installation	\$ 410.00	\$ 415.00	1.2%		
Spray Booths/Dipping Plan Review & Inspections - Pre-Manufactured Spray Booth	\$ 212.00	\$ 215.00	1.2%		
Spray Booths/Dipping Plan Review & Inspections - Non Pre-Manufactured Spray Booth	\$ 479.00	\$ 485.00	1.2%		
Fire Department Access (Permanent) - New Installation - access gate (each)	\$ 205.00	\$ 208.00	1.2%		
Liquid Petroleum Gas Plan Review & Inspection - New Installation - Tank 250 - 500 Gallons	\$ 103.00	\$ 105.00	1.2%		
Liquid Petroleum Gas Plan Review & Inspection - New Installation - Tank 501 or more gallon	\$ 137.00	\$ 139.00	1.2%		
High-piled combustible Storage - Plan Review	\$ 137.00	\$ 139.00	1.2%		
Wildland-Urban Interface Plan Review - Construction Plan Review	\$ 109.00	\$ 111.00	1.2%		
Temporary Use and Operational Permits - Single tent 400 sq. ft. or greater installation	\$ 103.00	\$ 105.00	1.2%		
Temporary Use and Operational Permits - Single canopy 700 sq. ft. or greater installation	\$ 103.00	\$ 105.00	1.2%		
Temporary Use and Operational Permits - Each additional tent, canopy, or membrane structure installation	\$ 34.00	\$ 35.00	1.2%		
Temporary Use and Operational Permits - Fireworks/Pyrotechnics Display	\$ 410.00	\$ 415.00	1.2%		
Temporary Use and Operational Permits - Carnivals and Fairs	\$ 103.00	\$ 105.00	1.2%	per hr/Inspector	
Temporary Use and Operational Permits - Amusement Building	\$ 205.00	\$ 208.00	1.2%		
Temporary Use and Operational Permits - Exhibits & Trade Show	\$ 205.00	\$ 208.00	1.2%		
Commercial Burn Permit - 30 Day	\$ 103.00	\$ 105.00	1.2%	103 hr/site visit	
Commercial Burn Permit - 90 Day	\$ 103.00	\$ 105.00	1.2%	103 hr/site visit	
Blasting - 3 Day Single Project, No On-Site Storage	\$ 103.00	\$ 105.00	1.2%	103 hr/site visit	

City of Prescott  
FY2027 Citywide Fee Schedule  
July 1, 2026 - June 30, 2027

Fee Description	FY26 Amount	FY27 Amount	CPI ADJ 2026	Unit Description	Justification
Blasting - 30 Day Single Project, No On-Site Storage	\$ 103.00	\$ 105.00	1.2%	103 hr/site visit	
Blasting - Magazine Storage (each site)	\$ 205.00	\$ 208.00	1.2%		
Other Fire Code Fees - State/DHS, and County Inspections	\$ 101.00	\$ 103.00	1.2%	Per person, per hour, one hour	
Other Fire Code Fees - After hours inspections	\$ 101.00	\$ 103.00	1.2%	Per person, per hour, three hour	
Other Fire Code Fees - Standby personnel/fire watch	\$ 101.00	\$ 103.00	1.2%	Per person, per hour, three hour	
Other Fire Code Fees - Re-inspection fee - after four	\$ 101.00	\$ 103.00	1.2%	one hour minimum	
Other Fire Code Fees - Special Event Inspection - when required	\$ 101.00	\$ 103.00	1.2%	Per hour	
Other Fire Code Fees - Same Day Inspection	\$ 101.00	\$ 103.00	1.2%	Per hour, one hour	
Other Fire Code Fees - Defensible Space Inspection - Wildland-Urban Interface	\$ 202.00	\$ 205.00	1.2%		
Other Fire Code Fees - Public Records Request				Per Current City Policy	
Other Fire Code Fees - Fire Investigation Pictures in Compact Disc format (each CD)	\$ 14.00	\$ 15.00	1.2%		
Fee Schedule - CPR/First Aid Classes - Heartsaver CPR Only Individual or Group of <10	\$ 45.00	\$ 45.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Healthcare Provider CPR Only Individual or Group of <10	\$ 50.00	\$ 50.00		Per Person	
Fee Schedule - CPR/First Aid Classes - First Aid Only Individual or Group of <10	\$ 35.00	\$ 35.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Heartsaver CPR and First Aid Individual or Group of <10	\$ 75.00	\$ 75.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Healthcare Provider CPR and First Aid Individual or Group of <10	\$ 80.00	\$ 80.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Heartsaver CPR Only Individual Group (10-15)	\$ 40.00	\$ 40.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Healthcare Provider CPR Only Individual Group (10-15)	\$ 40.00	\$ 40.00		Per Person	
Fee Schedule - CPR/First Aid Classes - First Aid Only Individual Group (10-15)	\$ 30.00	\$ 30.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Heartsaver CPR and First Aid Individual Group (10-15)	\$ 65.00	\$ 65.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Healthcare Provider CPR and First Aid Individual Group (10-15)	\$ 65.00	\$ 65.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Heartsaver CPR Only Individual Group (16-20)	\$ 35.00	\$ 35.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Healthcare Provider CPR Only Individual Group (16-20)	\$ 35.00	\$ 35.00		Per Person	
Fee Schedule - CPR/First Aid Classes - First Aid Only Individual Group (16-20)	\$ 25.00	\$ 25.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Heartsaver CPR and First Aid Individual Group (16-20)	\$ 55.00	\$ 55.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Healthcare Provider CPR and First Aid Individual Group (16-20)	\$ 55.00	\$ 55.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Heartsaver CPR Only Individual Group (21-30)	\$ 30.00	\$ 30.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Healthcare Provider CPR Only Individual Group (21-30)	\$ 30.00	\$ 30.00		Per Person	
Fee Schedule - CPR/First Aid Classes - First Aid Only Individual Group (21-30)	\$ 20.00	\$ 20.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Heartsaver CPR and First Aid Individual Group (21-30)	\$ 45.00	\$ 45.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Healthcare Provider CPR and First Aid Individual Group (21-30)	\$ 45.00	\$ 45.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Heartsaver CPR Only Individual Group (31-40)	\$ 25.00	\$ 25.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Healthcare Provider CPR Only Individual Group (31-40)	\$ 25.00	\$ 25.00		Per Person	
Fee Schedule - CPR/First Aid Classes - First Aid Only Individual Group (31-40)	\$ 15.00	\$ 15.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Heartsaver CPR and First Aid Individual Group (31-40)	\$ 35.00	\$ 35.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Healthcare Provider CPR and First Aid Individual Group (31-40)	\$ 35.00	\$ 35.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Heartsaver CPR Only Individual Group (41+)	\$ 20.00	\$ 20.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Healthcare Provider CPR Only Individual Group (41+)	\$ 20.00	\$ 20.00		Per Person	
Fee Schedule - CPR/First Aid Classes - First Aid Only Individual Group (40+)	\$ 15.00	\$ 15.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Heartsaver CPR and First Aid Individual Group (40+)	\$ 30.00	\$ 30.00		Per Person	
Fee Schedule - CPR/First Aid Classes - Combo Healthcare Provider CPR and First Aid Individual Group (40+)	\$ 30.00	\$ 30.00		Per Person	
Fee Schedule - CPR/First Aid Classes - West Yavapai Guidance Clinic Negotiated Rate				Per Session	
City of Prescott Ambulance Transportation Agreement	\$ 105.00	\$ 105.00		Per Advanced Life Support Rider	
City of Prescott Ambulance Transportation Agreement				Per Advanced Life Support Rider, above 5 occurrences	
<b>Information Technology</b>					
GIS Services - Commercial Entity requests - Aerial imagery and 1 ft contours	\$ -	\$ 55.00		per kilometer tile	Cost recovery, see memo
GIS Services - Commercial Entity requests - Custom layers or maps of any dimensions	\$ -	\$ 55.00		per hour	Cost recovery, see memo
<b>Legal</b>					
Paper Copy Fees	\$ 0.25	\$ 0.25		per page	
CD	\$ 5.00	\$ 5.00		per CD	
USB Copying Fee	\$ 5.00	\$ 5.00		per USB	
Diversion Program	\$ 350.00	\$ 350.00		Per Qualified Defendant	
Court Assessment Fee (Legal's portion)	\$ 40.00	\$ 40.00		Per Guilty Plea on Qualified Misdemeanor Case	
Warrant Fee	\$ 150.00	\$ 150.00			
<b>Library</b>					
Lost Materials	cost of item	cost of item			
Upper Conference Room - 1-2 hours	\$ 30.00	\$ 30.00		Flat rate	
Upper Conference Room - 2-4 hours	\$ 50.00	\$ 50.00		Flat rate	
Upper Conference Room - 4+ hours	\$ 75.00	\$ 75.00		Flat rate	
Founders Suite A - 1-2 hours	\$ 30.00	\$ 30.00		Flat rate	
Founders Suite A - 2-4 hours	\$ 50.00	\$ 50.00		Flat rate	

City of Prescott  
 FY2027 Citywide Fee Schedule  
 July 1, 2026 - June 30, 2027

Fee Description	FY26	FY27	CPI ADJ 2026	Unit Description	Justification
	Amount	Amount			
Founders Suite A - 4+ hours	\$ 75.00	\$ 75.00		Flat rate	
Founders Suite B - 1-2 hours	\$ 30.00	\$ 30.00		Flat rate	
Founders Suite B - 2-4 hours	\$ 50.00	\$ 50.00		Flat rate	
Founders Suite B - 4+ hours	\$ 75.00	\$ 75.00		Flat rate	
Founders Suite A & B - 1-2 hours	\$ 60.00	\$ 60.00		Flat rate	
Founders Suite A & B - 2-4 hours	\$ 100.00	\$ 100.00		Flat rate	
Founders Suite A & B - 4+ hours	\$ 150.00	\$ 150.00		Flat rate	
Training Lab - 1-2 hours	\$ 30.00	\$ 30.00		Flat rate	
Training Lab - 2-4 hours	\$ 50.00	\$ 50.00		Flat rate	
Training Lab - 4+ hours	\$ 75.00	\$ 75.00		Flat rate	
Library General Fees: Collection Agency Fees	\$ 20.00	\$ 20.00		Flat rate	
Library General Fees: Damaged Materials, needs replaced	cost of item	cost of item			
Library General Fees: Replacement library card fee	\$ 2.00	\$ 2.00		Flat rate	
Library General Fees: Printing - Internet - Black & White	\$ 0.10	\$ 0.10		Per page	
Library General Fees: Printing - Internet - Color	\$ 0.50	\$ 0.50		Per page	
Library General Fees: Fax - Domestic - 1st page	\$ 1.75	\$ 1.75		Per page	
Library General Fees: Fax - Domestic - Each additional page	\$ 1.00	\$ 1.00		Per page	
Library General Fees: Fax - International - 1st page	\$ 3.95	\$ 3.95		Per page	
Library General Fees: Fax - International - Each additional page	\$ 3.45	\$ 3.45		Per page	
Library General Fees: Color Copies	\$ 0.50	\$ 0.50		Per page	
Library General Fees: Black and White Copies	\$ 0.10	\$ 0.10		Per page	
Interlibrary loan postage fee	\$ 3.00	\$ 3.00		Flat rate	
<b>Police</b>					
Copy Fee (commerical purposes)	\$ 35.00	\$ 35.00		\$35 minimum or \$35/hr, whichever is greater	
Copy Fee (non-commercial purposes)	\$ 0.25	\$ 0.25		Per page	
Copy Fee - Mail In Requests	\$ 5.00	\$ 5.00		First 10 copies included, \$.25/copy thereafter	
Copy Fee - Photograph	\$ 5.00	\$ 5.00		First 10 photographs included, \$.50/photo thereafter	
Copy Fee - DVD	\$ 10.00	\$ 10.00		One (1) DVD	
Copy Fee - CD	\$ 5.00	\$ 5.00		One (1) CD	
Copy Fee - Thumb Drive or Similar Storage Device	\$ 5.00	\$ 5.00		One (1) Storage Device	
Copy Fee - Video Recording Copy Fee	\$ 46.00	\$ 46.00		Per Video-hour reviewed	
Facility Use Fee	\$ 20.00	\$ 20.00		Every 2 hours of use	
Administration Fee/Vehicle Impound Fee	\$ 150.00	\$ 150.00		per vehicle tow	
False Alarm Fee	\$ 100.00	\$ 100.00		Second police response in a calendar year	
False Alarm Fee	\$ 100.00	\$ 100.00		Third police response in a calendar year	
False Alarm Fee	\$ 100.00	\$ 100.00		Fourth police response in a calendar year	
False Alarm Fee	\$ 100.00	\$ 100.00		Fifth police response in a calendar year	
Dog License Fee	\$ 6.00	\$ 6.00		per dog license (altered), calendar year	
Dog License Fee	\$ 4.00	\$ 4.00		per dog license (prorated, altered)	
Dog License Fee	\$ 2.00	\$ 2.00		per dog license (prorated, altered)	
Dog License Fee	\$ 30.00	\$ 30.00		per dog license (unaltered), calendar year	
Dog License Fee	\$ 20.00	\$ 20.00		per dog license (prorated, unaltered)	
Dog License Fee	\$ 10.00	\$ 10.00		per dog license (prorated, unaltered)	
Dog License Fee/Late Penalty Fee	\$ 8.00	\$ 8.00		per dog license	
Dog License Fee/Duplicate Tag Fee	\$ 3.00	\$ 3.00		per dog license	
Emergency Response Costs Per Incident, Max fee allowed per ARS 28-1386	\$ -	\$ 1,000.00		Per incident	Liability for the expense of an emergency response for a single accident involving a person who is under the influence of intoxicating liquor, any drug, a vapor releasing substance, or any combination of liquor, drugs, or vapor releasing
<b>Public Works - Engineering</b>					
Drainage/FEMA Fees: Erosion & Sediment Control Inspection	\$ 65.99	\$ 66.78	1.2%	Each	
FEMA Elevation Certificate	\$ 125.38	\$ 126.88	1.2%	Each	
Mylar Printing	\$ 11.00	\$ 11.13	1.2%		
PW - Water Meter - 5/8 X 3/4 Inch Meter & Adapter	Actual Cost + 10%	Actual Cost + 10%		Each	
PW - Water Meter - 1 Inch Meter	Actual Cost + 10%	Actual Cost + 10%		Each	
PW - Water Meter - 1.5 Inch Meter	Actual Cost + 10%	Actual Cost + 10%		Each	
PW - Water Meter - 2 Inch Meter	Actual Cost + 10%	Actual Cost + 10%		Each	
PW - Water Meter - 3 Inch Meter	Actual Cost + 5%	Actual Cost + 5%		Each	
PW - Water Meter - 4 Inch Meter	Actual Cost + 5%	Actual Cost + 5%		Each	
PW - Water Meter - 6 Inch Meter	Actual Cost + 5%	Actual Cost + 5%		Each	
PW - Water Meter - Larger Than 6 Inch Meter	Actual Cost + 2%	Actual Cost + 2%		Each	
Miscellaneous Utilities Fee: Dye Test	\$ 329.96	\$ 333.92	1.2%	Each	
Miscellaneous Utilities Fee: Private Sewer Tap Locate	\$ 196.65	\$ 199.01	1.2%	Each	
Miscellaneous Utilities Fee: Fire Hydrant Flow Test	\$ 164.98	\$ 166.96	1.2%	Each	
Miscellaneous Utilities Fee: Pressure Test	\$ 55.43	\$ 56.10	1.2%	Each Location	
Utility/Engineering Plan Review Fees: Water	\$ 126.70	\$ 128.22	1.2%	Page	
Utility/Engineering Plan Review Fees: Sewer	\$ 126.70	\$ 128.22	1.2%	Page	
Utility/Engineering Plan Review Fees: Streets	\$ 83.15	\$ 84.15	1.2%	Page	
Utility/Engineering Plan Review Fees: Drainage	\$ 126.70	\$ 128.22	1.2%	Page	
Utility/Engineering Plan Review Fees: Outsourced Plan Review - Drainage	Actual Cost	Actual Cost		Plus 10%	
Utility/Engineering Plan Review Fees: Outsourced Plan Review - streets	Actual Cost	Actual Cost		Plus 10%	
Utility/Engineering Plan Review Fees: Outsourced Plan Review- water	Actual Cost	Actual Cost		Plus 10%	
Utility/Engineering Plan Review Fees: Outsourced Plan Review - wastewater	Actual Cost	Actual Cost		Plus 10%	
Utilities/Engineering Report Review Fees: Traffic Impact Analysis	\$ 79.19	\$ 80.14	1.2%	Hour	
Utilities/Engineering Report Review Fees: Water Report	\$ 68.63	\$ 69.45	1.2%	Hour	

City of Prescott  
 FY2027 Citywide Fee Schedule  
 July 1, 2026 - June 30, 2027

Fee Description	FY26	FY27	CPI ADJ 2026	Unit Description	Justification
	Amount	Amount			
Utilities/Engineering Report Review Fees: Sewer Report	\$ 68.63	\$ 69.45	1.2%	Hour	
Utilities/Engineering Report Review Fees: Drainage Report	\$ 68.63	\$ 69.45	1.2%	Hour	
Utilities/Engineering Report Review Fees: Geotechnical Report	\$ 44.87	\$ 45.41	1.2%	Hour	
Grading Plan Review Fees: 50 or less	\$ -	\$ -	1.2%	Cubic Yard	
Grading Plan Review Fees: 51 to 100	\$ 31.01	\$ 31.38	1.2%	Cubic Yard	
Grading Plan Review Fees: 101 to 1000	\$ 23.96	\$ 24.25	1.2%	Cubic Yard	
Grading Plan Review Fees: 1001 to 10,000	\$ 65.00	\$ 65.78	1.2%	Cubic Yard	
Grading Plan Review Fees: 10,001 to 100,000					
For First 10,000 CY, plus \$24.50 for each additional 10,000 CY or fraction thereof	\$ 65.00	\$ 65.78	1.2%	See Notes	
Grading Plan Review Fees: 100,001 to 200,000					
For First 100,000 CY, plus \$13.25 for each additional 10,000 CY or fraction thereof	\$ 356.02	\$ 360.29	1.2%	See Notes	
Grading Plan Review Fees: 200,001 or More					
For First 200,000 CY, plus \$7.25 for each additional 10,000 CY or fraction thereof	\$ 530.90	\$ 537.27	1.2%	See Notes	
Grading Plan Review Fees: Additional Changes, Additions, or Revision to Approve Plans	\$ 66.65	\$ 67.45	1.2%	Hour, Minimum Charge 1/2 hr	
Grading Permit Fees: 50 or Less	\$ 31.01	\$ 31.38	1.2%	Cubic Yard	
Grading Permit Fees: 51 to 100	\$ 48.84	\$ 49.43	1.2%	Cubic Yard	
Grading Permit Fees: 101 to 1,000					
For First 100 CY, plus \$17.50 each additional 100 CY or fraction thereof	\$ 48.84	\$ 49.43	1.2%	See Notes	
Grading Permit Fees: 1,001 to 10,000					
For First 1,000 CY, plus \$14.50 each additional 1,000 CY or fraction thereof	\$ 256.71	\$ 259.79	1.2%	See Notes	
Grading Permit Fees: 10,001 to 100,000					
For First 10,000 CY, plus \$66.00 each additional 10,000 CY or fraction thereof	\$ 428.95	\$ 434.10	1.2%	See Notes	
Grading Permit Fees: 100,001 or More					
For First 100,000 CY, plus \$36.50 each additional 10,000 CY or fraction thereof	\$ 1,212.92	\$ 1,227.48	1.2%	See Notes	
Grading Inspection and Fees: Outside normal business hours - streets	\$ 66.65	\$ 67.45	1.2%	Hour, Minimum charge 2 hrs	
Grading Inspection and Fees: Outside normal business hours - water	\$ 66.65	\$ 67.45	1.2%	Hour, Minimum charge 2 hrs	
Grading Inspection and Fees: Outside normal business hours - wastewater	\$ 66.65	\$ 67.45	1.2%	Hour, Minimum charge 2 hrs	
Grading Inspection and Fees: Re-Inspection Fees	\$ 66.65	\$ 67.45	1.2%	Hour, Minimum charge 2 hrs	
Grading Inspection and Fees: Inspection for which no fee is specifically indicated	\$ 66.65	\$ 67.45	1.2%	Hour, Minimum Charge 1/2 hrs	
Right of Way Fees	\$ 50.00	\$ 50.60	1.2%	Each	
Right of Way Fees: Abandonment Request	\$ 30.00	\$ 30.36	1.2%	Each	
Right of Way Fees: Abandonment Processing	\$ 235.00	\$ 237.82	1.2%	Each	
Right of Way Fees: Bus Benches	\$ 25.00	\$ 25.30	1.2%	Annual	
Right of Way Fees: Variances	\$ 200.00	\$ 202.40	1.2%	Each	
General Engineering Standards Alterations & Modifications: Administrative	\$ 175.00	\$ 177.10	1.2%	Each	
General Engineering Standards Alterations & Modifications: Technical	\$ 350.00	\$ 354.20	1.2%	Each	
General Engineering Standards Alterations & Modifications: Design Standard	\$ 700.00	\$ 708.40	1.2%	Each	
General Engineering Standards Alterations & Modifications: Appeal	\$ 350.00	\$ 354.20	1.2%	Each	
<b>Public Works - Inspections</b>					
Public Work Inspections - streets	\$ 98.98	\$ 100.17	1.2%	Per Hour	
Public Work Inspections - water	\$ 98.98	\$ 100.17	1.2%	Per Hour	
Public Work Inspections - wastewater	\$ 98.98	\$ 100.17	1.2%	Per Hour	
Public Works Inspections (Outside Normal Hours)- streets	\$ 148.47	\$ 150.25	1.2%	Per Hour	
Public Works Inspections (Outside Normal Hours)- water	\$ 148.47	\$ 150.25	1.2%	Per Hour	
Public Works Inspections (Outside Normal Hours) - wastewater	\$ 148.47	\$ 150.25	1.2%	Per Hour	
<b>Public Works - Streets</b>					
Street Maintenance	\$ 200.00	\$ 200.00		Per Lot	
Adopt a Street sign (24x30)	\$ 75.00	\$ 75.00			
Custom Ryder Sign (Name/Dedication) (24x8)	\$ 25.00	\$ 25.00		Each	
Street Light Assessment	\$ 0.75	\$ 0.75		Per Dwelling Unit	
<b>Recreation Services</b>					
Parking - Lakes and Trailhead Kiosk Fees	\$ 5.00	\$ 5.00		per vehicle	
Parking Permits - Pre-Pay Lake Event	\$ 2.50	\$ 2.50		per vehicle	
Parking Permits - 10 Park Visits	\$ 20.00	\$ 20.00		flat rate	
Parking Permits - 40 Park Visits	\$ 60.00	\$ 60.00		flat rate	
Parking Permits - Annual Pass	\$ 100.00	\$ 100.00		flat rate	
Ramada (Large) Rental Fee - Full Day - Goldwater Lakes	\$ 320.00	\$ 320.00		per day	
Ramada (Large) Rental Fee - Half Day - Goldwater Lake	\$ 160.00	\$ 160.00		per day	
Ramada (Large) Rental Fee - Full Day - Watson Lake	\$ 500.00	\$ 500.00		per day	
Ramada (Large) Rental Fee - Half Day - Watson Lake	\$ 250.00	\$ 250.00		per day	
Ramada (Large) Rental Fee - Full Day - Heritage Park	\$ 320.00	\$ 320.00		per day	
Ramada (Large) Rental Fee - Half Day - Heritage Park	\$ 160.00	\$ 160.00		per day	
Ramada (Medium) Rental Fee - Half Day - Parks	\$ 220.00	\$ 220.00		per day	
Ramada (Medium) Rental Fee - Full Day Parks	\$ 110.00	\$ 110.00		per day	
Ramada (Small) Rental Fee Full Day - Lakes	\$ 220.00	\$ 220.00		per day	
Ramada (Small) Rental Fee - Half Day - Lakes & Parks	\$ 110.00	\$ 110.00		per day	
Ceremony Pad Rental Fee - Full Day -Goldwater Lake	\$ 175.00	\$ 175.00		per day	
Ceremony Pad Rental Fee - Half Day -Goldwater Lake	\$ 100.00	\$ 100.00		per day	
Grass Area Rental - Watson Lake	\$ 50.00	\$ 50.00		per hour	
Grass Area Rental - Granite Creek Park	\$ 50.00	\$ 50.00		per hour	
Special Event Park Rental - Watson Lake	\$ 1,000.00	\$ 1,000.00		per day	
Special Event Park Rental - (All Camping Areas) Watson Lake	\$ 600.00	\$ 600.00		per day	
Special Event Park Rental - (North Camping Area Only) Watson Lake	\$ 300.00	\$ 300.00		per day	
Beer Permits	\$ 10.00	\$ 10.00		per day	
Camping	\$ 25.00	\$ 25.00		per day	
Special Event Gym Rental - Commercial Use	\$ 100.00	\$ 100.00		per hour	
Special Event Gym Rental - Private Use	\$ 50.00	\$ 50.00		per hour	
Independent Contract Instructor	15%	15%		of sales	
Special Needs Adult Program - Event Fee's	\$ 5.00	\$ 5.00		per person	
Concession Booth Rental Fee - Ball Field	15%	15%		monthly of sales	
Boat Rental Concession	15%	15%		monthly of sales	
Other Parks and Rec Rentals	15%	15%		monthly of sales	
Other Parks and Rec Rentals - Electricity	\$ 16.00	\$ 16.00		monthly	

City of Prescott  
FY2027 Citywide Fee Schedule  
July 1, 2026 - June 30, 2027

Fee Description	FY26	FY27	CPI ADJ 2026	Unit Description	Justification
	Amount	Amount			
Hockey Rink Rental	\$ -	\$ 10.00		per hour	Offset costs to maintain
Field Usage- Resident rate	\$ 25.00	\$ 25.00		per hour	
Field Prep Rate- Soccer/ Football- Resident Rate	\$ 200.00	\$ 200.00		per prep	
Field Prep Rate- Softball/ Baseball- Resident rate	\$ 45.00	\$ 45.00		per prep	
Field Prep Rate (Additional)- Softball/ Baseball- Tournaments	\$ 35.00	\$ 35.00		per prep	
Field Weather Delay	\$ 25.00	\$ 25.00		per hour	
Light Usage- Resident Rate	\$ 35.00	\$ 35.00		per hour	
Fence Relocation- Resident Rate	\$ 200.00	\$ 200.00		per field	
Special Events Application Fee- Level A	\$ 100.00	\$ 100.00		per event	
Special Events Application Fee- Level B	\$ 75.00	\$ 75.00		per event	
Special Events Application Fee- Level C	\$ 50.00	\$ 50.00		per event	
Special Events Application Fee- Level D	\$ 25.00	\$ 25.00		per event	
Trekabout Hiking Club- Annual	\$ 20.00	\$ 20.00		per applicant	
Refundable Security & Damage Deposit- Ramada Rentals	\$ 200.00	\$ 200.00		per Team	
Refundable Security & Damage Deposit- Tournaments	\$ 500.00	\$ 500.00		per Team	
Refundable Security & Damage Deposit- Special Events Level A	\$ 1,000.00	\$ 1,000.00		per Team	
Refundable Security & Damage Deposit- Special Events Level B	\$ 500.00	\$ 500.00		per Team	
Refundable Security & Damage Deposit- Special Events Level C	\$ 200.00	\$ 200.00		per Team	
Refundable Security & Damage Deposit- Special Events Level D	\$ 200.00	\$ 200.00		per Team	
Adult Basketball League- Winter- Early Registration	\$ 375.00	\$ 375.00		per Team	
Adult Basketball League- Winter- Regular Registration	\$ 400.00	\$ 400.00		per Team	
Adult Volleyball League- Spring- Early Registration	\$ 155.00	\$ 155.00		per Team	
Adult Volleyball League- Spring Regular Registration	\$ 180.00	\$ 180.00		per Team	
Adult Softball League- Summer- Early Registration	\$ 350.00	\$ 350.00		per Team	
Adult Softball League- Summer- Regular Registration	\$ 375.00	\$ 375.00		per Team	
Adult Softball League- Summer- FP Regular Registration	\$ 350.00	\$ 350.00		per Team	
Adult Kickball League- Summer- Regular Registration	\$ 200.00	\$ 200.00		per Team	
Adult Basketball League- Summer- Early Registration	\$ 275.00	\$ 275.00		per Team	
Adult Basketball League- Summer- Regular Registration	\$ 300.00	\$ 300.00		per Team	
Adult Volleyball League- Fall- Early Registration	\$ 245.00	\$ 245.00		per Team	
Adult Volleyball League- Fall Regular Registration	\$ 270.00	\$ 270.00		per Team	
Senior Olympic Softball	\$ 400.00	\$ 400.00		per Team	



City of Prescott Arizona  
Information Technology  
828 Rodeo Drive  
Prescott, Arizona 86305  
928-777-1400

March 25, 2026

The Prescott Information Technology (IT) Department, Geographic Information Systems (GIS) Division is requesting City Council approval of data request fees for commercial entities. The GIS Division currently charges commercial entities data request fees based on the Yavapai County GIS Department's fees from 2007. These fees do not reflect current processing costs. Updated fees will not apply to non-commercial data requests; for example, students and researchers, private citizens, and other agencies. Additionally, these fees will not apply to organizations operating under contract for the city. The IT Department is proposing a streamlined fee assessment model designed to recover the direct costs associated with fulfilling specialized commercial data requests. Fees will be based on the total mid-point compensation cost for a GIS Specialist (Job Class 3078, Grade 112) as calculated by the Finance Department, currently \$55.00 per hour. This standardized rate ensures an objective and consistent billing process, accurately reflecting the City's actual expenses for professional data preparation and delivery. This rate represents a fully "burdened" hourly cost, which includes the base salary and benefits (healthcare, retirement contributions, etc.)

The City's GIS Division maintains a comprehensive enterprise geodatabase containing critical spatial layers such as addresses, street centerlines, zoning boundaries, utility infrastructure (water, sewer, and storm), aerial images, and topographic contours. These layers are regularly updated by the GIS Division through the digitization of new subdivision plats, as-built engineering plans, and GPS survey data to ensure the city's digital twin remains accurate.

To promote transparency and public accessibility, the City provides foundational layers, specifically street centerlines, city limits, subdivision boundaries, and address points, via the AZ Geo public Data Hub where they can be downloaded by any resident or organization free of charge. However, for specialized datasets or large-scale commercial applications, the City is seeking to establish a formal data distribution process to address the technical requirements of providing geographic information data. While the public hub serves general community needs, the GIS Division occasionally receives requests for comprehensive copies of sensitive or high-value data from private companies—such as engineering firms, real estate developers, and telecommunications providers—who utilize these records for sophisticated commercial map production and spatial analysis. These requests often involve specialized processing requirements, such as converting GIS features into CAD-compatible formats like AutoCAD (.dwg or .dxf) to ensure seamless integration into private engineering and design workflows. To manage these professional requests sustainably, the City is seeking to implement a cost-recovery fee structure designed to offset the administrative and technical labor required to compile, format, and deliver these specialized data packages to commercial entities that derive direct profit from their use.

Private entities must submit a formal request detailing the scope of their project and the specific layers required. The requester will be provided with a preliminary time estimate for the technical extraction and preparation of the data packages prior to the commencement of work. Fees are assessed based on the complexity of the data requested and the staff time required for technical extraction and preparation. For example, standard datasets like aerial imagery or topographic contour tiles will carry a flat administrative fee for the time spent compiling the files, while more intricate datasets, such as utility networks, are

subject to per-hour pricing to reflect the additional technical labor and quality control necessary to package these specialized layers for commercial delivery. To ensure billing accuracy, all labor hours dedicated to the request will be documented within the Department’s project management system (Asana application). Upon completion of the technical work, the requester will be billed for the final total of recorded time required to prepare and transmit the data package.

In addition to the standard hourly estimate process, the IT Department is seeking to establish one primary exception to simplify the fulfillment of its most frequent data inquiry: Aerial Imagery and 1-foot Contour data packages. Because these high-resolution datasets represent a significant and expensive municipal investment to acquire and process every four years, and because the delivery workflow is highly consistent, these requests will be billed at a flat-rate of one hour of labor per 1-square-kilometer tile. This flat-rate covers the end-to-end processing cycle—including requirement scoping, location identification, billing, and secure digital transmission—providing commercial entities with these high-value assets while streamlining City administrative operations.

All commercial data transfers will be delivered with a “Data Confidentiality, usage, & Liability Notice.” This document grants a non-exclusive right to use the data for the specified commercial purpose while protecting the City via a disclaimer that the data is provided "as-is" and is not a substitute for an on-site professional survey. This structured approach ensures that while the City supports local economic development, the administrative costs associated with compiling, formatting, and exporting these records are not subsidized by the taxpayers, but are instead covered by the commercial entities that derive direct profit from their use.

Aerial imagery and 1-ft contours: \$55 per square kilometer tile

Custom layers or maps of any dimensions: \$55 per hour of staff time

Free download through AZ Geo Data Hub:

- Parcels polygons
- Building footprints
- Subdivisions polygons
- Street centerlines
- Address points
- City limits polygon

**ORDINANCE NO. 2026-1947**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING PRESCOTT CITY CODE TITLE IV, CHAPTER 4-7, SECTION 4-7-5, AMENDING THE ANNUAL ADJUSTMENT OF FEES**

**RECITALS:**

WHEREAS, Arizona Revised Statute §9-137 authorizes each city incorporated pursuant to Title 9, Article 1, with all the powers, duties, rights and privileges granted to cities under the laws and constitution of this state; and,

WHEREAS, Arizona Revised Statute §9-499.01 vests charter cities with all the powers of incorporated towns as set forth in Title 9 as well as all powers vested in them pursuant to their respective charters; and,

WHEREAS, Article VII, Section 5 of the Prescott City Charter grants Prescott City Council the authority to adopt a code or amend or repeal any ordinance; and,

WHEREAS, Article XIII, Section 8 of the Prescott City Charter grants Prescott City Council the plenary powers to enact and make all proper and necessary ordinances, resolutions and orders to carry out and give effect to the express, as well as the implied powers granted in the City Charter to thereby protect and safeguard the rights, interests, safety, morality, health and welfare of the City and its inhabitants; and,

WHEREAS, it is in the best interest of the City of Prescott to amend the Prescott City Code and amend Section 4-7-5 regarding Annual Adjustment of Fees.

**ENACTMENTS:**

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

SECTION 1. THAT, Section 4-7-5 of the Prescott City Code shall be deleted in its entirety and amended to read as follows:

“Commencing July 1, 2026, and annually thereafter, the fees provided for in Sections 4-7-2 and 4-7-3 shall be increased equivalent to the increase in the “Consumer Price Index for All Urban Consumers” (CPI-U) for the Phoenix-Mesa-Scottsdale, AZ metropolitan area, using the calendar-year annual average. Adjustments will be implemented July 1 following the end of the calendar year, rounded up to the next whole dollar provided, however, that in no event shall there be a decrease in the fees charged pursuant to this Chapter.”

SECTION 2. THAT the Mayor and staff are hereby authorized to sign this Ordinance, approve the amendment, and effectuate the terms on behalf of the City of Prescott.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 26<sup>th</sup> day of May, 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. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2026-1947 is a true, correct and accurate copy of Ordinance No. 2026-1947, 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

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