City of Prescott

City Council - Voting Meeting

August 11, 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 - Associate Pastor Crystal Noland with ONE Church**
5. **PLEDGE OF ALLEGIANCE - Mayor Rusing**
6. **PROCLAMATIONS**
   - A. Prescott Jazz Summit 25th Anniversary - August 27-30, 2026
   - B. 2026 International Mountain Bicycling Association Trail Town
7. **PRESENTATIONS**
   - A. Updated Water Quality Report
8. **OPEN CALL TO THE PUBLIC**

   The City of Prescott welcomes public engagement and residents may comment & address Council regarding matters NOT included on the posted Agenda during the Call to the Public. Please complete a green speaker card and submit it to the City Clerk prior to the meeting being convened. Speakers are limited to four (4) minutes, and the Call to the Public will be limited to forty (40) minutes in total with the following stipulations:
   - Citizens will be limited to addressing Council on the same topic only four (4) times in total
   - If a topic has been addressed more than five times by different speakers, the Mayor may limit future discussion on this topic
   - Topics of a primarily national concern may be limited at the discretion of the Mayor
   - Call to the public shall not be used to address the Council on current or pending legal matters by a party or their representative

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

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

9. CONSENT AGENDA

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

A. Approval of Meeting Minutes from the July 14, 2026 Study Session and the July 14, 2026 Voting Meeting.

B. Approval of the 2027 City of Prescott's Legislative Platform & Authorization for Staff to Transmit the Document to State and Federal Representatives.

C. Approval of City Contract No. 2027-045 with Columbia Capital LLC for Independent Municipal Advisor Services for Upcoming Debt Issuances.

D. Approval of Acceptance of Seven (7) Federal Aviation Administration (FAA) Grants & Seven (7) Arizona Department of Transportation (ADOT) Grant Applications as Follows: 1) Grant #3-04-0030-061-2026 for Hangar Development Phase Two (2) in the Amount of $2,968,750.00, and ADOT Application for $78,125.00; 2) Grant #3-04-0030-062-2026 for Construction of a Wash Rack in the Amount of $300,000.00, and ADOT Application for $7,895.00; 3.) Grant #3-04-0030-063-2026 for Southwest Ramp Reconstruction Phase One (1) in the Amount of $273,160.00, and ADOT Application for $7,188.00; 4) Grant #3-04-0030-064-2026 for Vehicle Service Road Phase One (1) in the Amount of $175,000.00, and ADOT Application for $4,605.00; 5) Grant #3-04-0030-065-2026 for Environmental Assessment for Runway 3R-21L Extension in the Amount of $967,551.00, and ADOT Application for $25,462.00; 6) Grant #3-04-0030-066-2026 for Taxiway ‘F’ Realignment Phase Two (2) in the Amount of $2,210,805.00, and ADOT Application for $58,179.00; 7) Grant #3-04-0030-67-2026 for Vehicle Transmitters in the Amount of $173,280.00, and ADOT Application for $4,560.00. The total amount of the FAA grants is $2,968,750.00, and the ADOT grant application amount is $78,125.00.

E. Approval of City Contract No. 2027-043 for the Lease of Property at 6543 Crystal Lane at Prescott Regional Airport — Ernest A. Love Field.

F. Approval of City Contract No. 2025-111A1, an Amendment to City Contract No. 2025-111 Between the Prescott Fire Department and Yavapai Regional Medical Center for a Base Hospital & Provider Agreement Adding Yavapai Regional Medical Center East Campus, 7700 E. Florentine Prescott Valley, AZ 86314 to the Agreement & Extending the Termination Date.

G. Approval of Multiple Purchase Orders Related to Water Infrastructure Emergency Repairs Ratifications on Sheldon Street as Follows: 1) PO No. 02260707 in the Amount of $274,182.50 with Fann Contracting, Inc.; 2) PO No. 02260709-001 in the Amount of $68,688.98 with DBA Construction, Inc.; and 3) PO No. 02260708 in the Amount of $277,984.32 with Sunland Asphalt &

Construction, LLC. Funding for All POs in the Total Amount of $597,994.80 is Budgeted & Available in the Water Fund.

H. Approval of City Contract No. 2026-093A1, an Amendment to City Contract No. 2026-093 with Earth Resources Corporation for Construction of the Stricklin Park Green Stormwater Infrastructure Site Project in the Amount of $95,429.51. Funding is Budgeted & Available in the Streets and Wastewater Funds.

I. Approval of City Contract No. 2026-078A2, an Amendment to City Contract No. 2026-078 with DBA Construction for the Blooming Hills Drive Sidewalk Repair Project in an Amount not to Exceed $318,411.50 Utilizing the City's Job Order Contract. Funding is Budgeted & Available in the Streets Fund.

10. LIQUOR LICENSE

A. Public Hearing and Consideration for a new Series 12 Restaurant Liquor License Application from Jose Manuel Gutierrez Hernandez, Applicant, for El Tapatio. Location: 547 Miller Valley Road.
Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License Application No. 400566 for a new Series 12 Restaurant Liquor License for El Tapatio. Location: 547 Miller Valley Road.

11. REGULAR AGENDA

A. Presentation & Discussion Regarding Approval of City Contract No. 2027-046, for Tourism Destination Marketing Execution, Economic Development Initiatives, and Campaign Support.
Recommended Action: MOVE to approve City Contract No. 2027-046

B. Presentation, Discussion & Possible Action Regarding Adoption of Resolution No. 2026-1999 Approving an Elected Fire Deterrent System Policy.
Recommended Action: MOVE to adopt Resolution No. 2026-1999

C. Presentation, Discussion & Possible Action Regarding an Update on the Police Substation & Property/Evidence Facility Project, as Well as Site Development Options.
Recommended Action: MOVE to approve Option A or Option B as presented today

D. Presentation & Discussion Regarding an Update on the Multiple Fire Station Project Development.
Recommended Action: This item is for discussion only. No formal action will be taken.

E. Discussion & Possible Direction Regarding Level of Mayor & Council Involvement in Meetings and Decision-Making as It Relates to Expenditures of Prop478 Funds.
Recommended Action: This item is for discussion and direction only. No formal action will be taken.

F. Adoption of Resolution No. 2026-1998 Dissolving the Charter Review Committee.
Recommended Action: MOVE to adopt Resolution No. 2026-1998

12. ADJOURNMENT

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

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

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 8/6/26 at 11:00 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Sarah M. Thornhill

Sarah M. Thornhill, City Clerk

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	City Clerk
ITEM #:	9.A
SUBJECT:	Approval of Meeting Minutes from the July 14, 2026 Study Session and the July 14, 2026 Voting Meeting.

ITEM SUMMARY

This item is for the approval of the July 14, 2026 Study Session and the July 14, 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. July 14, 2026 Study Session Minutes
2. July 14, 2026 Voting Meeting Minutes

City of Prescott
City Council - Study Session

July 14, 2026 | 2:00 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 2:02 pm.

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 Possible Amendments to the City's Art Donation Policy.

Mayor Rusing discussed that she feels the art donation policy needs to be revised in order to provide clearer guidance for evaluating and accepting art donations. She noted that the Civic Enhancement Committee and the library have been involved in addressing these requests and invited the Library Services Director to provide additional input.

Library Director Melissa Orr discussed the status of art in the library, which has become difficult to manage and find the correct history. She would like to get the current art situated before they can move forward and consider acceptance of more art and make sure it is appropriate for the library and the city. Maintenance can also be a large expense.

Mayor Rusing commented that most art shows use a juried selection process and said the revised policy would incorporate a similar approach to help ensure donated artwork meets quality standards while continuing to support Prescott's arts community.

Councilman Grady asked for clarification on accepting commissioned art.

Mayor Rusing clarified that would be art that the city commissions.

Councilwoman Frederickson asked Ms. Orr for clarification on art on the books but not physically available and asked for clarification on the policy and if we would need two policies for art we already have and future commissioned art.

Ms. Orr explained that historical records of the library's art collection are incomplete and difficult to interpret, making it unclear what artwork remains in the collection or what happened to other pieces. She said the library's priority is to inventory the artwork currently on hand before determining the disposition of any missing items.

City Attorney Joseph Young clarified the policy in the agenda packet is the current policy adopted by Council in 2024. He stated that a single policy could address both donated and commissioned artwork, provided it clearly distinguishes how each type is managed. He noted that the policy should establish procedures for the acceptance and potential return of donated artwork, while commissioned pieces would be handled differently due to the city's investment in acquiring them.

Mayor Rusing commented that she was surprised other cities do not have an art policy.

Councilman Ruby commented that there is a big difference between commissioned and donated art. He sees this more as a problem with curation of art for the city.

Mayor Pro Tem Fruhwirth commented that she is concerned with using taxpayer money paying for art when there are other more important services to pay for. Art should be lent or donated. She cited some examples and challenges that the Prescott Downtown Partnership is working through. She would like art to be kept fresh and updated or moved around to various locations.

Mayor Rusing suggested that volunteers from Prescott's arts community could assist with evaluating artwork, noting their expertise would be valuable in the review process.

Councilman Gambogi added that he agrees with Mayor Pro Tem Fruhwirth that we should not pay for art and should rotate it.

Councilman Grady commented that there is a broader issue with art in the community. He was hoping for more art in more places.

Councilman Ruby emphasized the need for individuals with expertise in art curation and rotation to help develop a process for managing the City's art collection. He suggested establishing a citizen-led group or committee of local arts community members to oversee curation and provide guidance, noting that the community has qualified volunteers who could support these efforts.

Mayor Rusing commented that this is the beginning of the conversation. The library should not be an art museum.

Mayor Pro Tem Fruhwirth added that the Civic Enhancement Committee should continue to administer the art donation policy, with final acceptance of artwork remaining subject to City Council approval. She stressed the importance of ensuring donated artwork aligns with the City's standards and values and supported keeping the committee involved while recognizing that additional

artistic expertise could be beneficial.

Mr. Young clarified and provided background on the 2024 revisions to the art policy, explaining that they clarified City Council's authority to approve or deny all art donations and determine their placement. He noted the changes also eliminated donor-imposed location requirements and explained that Council previously chose not to limit donations to specific artistic themes, leaving acceptance decisions to Council's discretion.

Mayor Pro Tem Fruhwirth added that there are other city buildings that can display art. There is an art community in Prescott that is more knowledgeable about all things art. She proposed the idea of a subcommittee on art under the Civic Enhancement Committee.

Councilman Ruby added maybe could also expand the Civic Enhancement Committee if they are taking on more duties.

Member of the public John Lutes commented that a subcommittee sounds like a good idea, with maybe members from current galleries and museums. It is important to elevate the artists in the community, which there are many in the community. Prescott has a vibrant, active art community. Use local sculptors and feature local artists to invest in community.

Mayor Rusing requested to have the Civic Enhancement Committee review the policy and provide feedback before coming back to Council.

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

4. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 2:41 pm.

_____
CATHEY RUSING, Mayor

ATTEST:

_____
SARAH M. THORNHILL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on July 14, 2026. I further certify the meeting was duly called and held and that a quorum was present.

_____
Sarah M. Thornhill, City Clerk

City of Prescott

City Council - Voting Meeting

July 14, 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 3:01 pm

2. ROLL CALL

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

3. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Fruhwirth provided the announcements.

Mayor Rusing requested a moment of silence to recognize the wildland firefighters who lost their lives on June 27th.

4. INVOCATION - Father Biju with Sacred Heart Roman Catholic Parish

5. PLEDGE OF ALLEGIANCE - Councilman Ruby

6. PRESENTATIONS

A. Presentation to Citizens Academy Graduates
Mayor Pro Tem Fruhwirth presented the graduates their certificates.

7. PROCLAMATIONS

A. 65th Anniversary of the Prescott Sunrise Lions Club
Councilmand Grady presented the Proclamation.

B. 38th Arizona Cowboy Poets Gathering - August 7
Mayor Rusing presented the Proclamation.

8. OPEN CALL TO THE PUBLIC

A. Walter Kosar addressed the Council regarding Willow Lake restoration and use of treated effluent to maintain water level.

9. CONSENT AGENDA

MOTION BY MAYOR RUSING TO APPROVE CONSENT AGENDA ITEMS 9.A. THROUGH 9.E., EXCLUDING 9.D; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (7 - 0)

A. Approval of Meeting Minutes from the June 23, 2026 Executive Session, the June 23, 2026 Study Session and the June 23, 2026 Voting Meeting.

B. Adoption of Resolution No. 2026-1995 Designating the City of Prescott Chief Fiscal Officer for Fiscal Year 2027.

C. Approval for the Prescott Police Department to Apply for Various Fiscal Year 2027 Grant Funding Opportunities.

D. Approval of Multiple City Contracts for the Tourism Advisory Committee (TAC) Grant Awards Annual Marketing Support for Fiscal Year 2027 Events Run by Local Non-Profits as Follows: 1) City Contract No. 2027-006 for the 14th Annual Hope Fest; 2) City Contract No. 2027-007 for the 38th Arizona Cowboy Poets Gathering; 3) City Contract No. 2027-008 for the 48th Annual Whiskey Row Marathon; 4) City Contract No. 2027-009 for the 53rd Annual Phippen Museum Western Art Show & Sale; 5) City Contract No. 2027-010 for the 20th Annual Corvette Car Show; 6) City Contract No. 2027-011 for the Arizona Philharmonic Season 9; 7) City Contract No. 2027-012 for the Art in the Pines: 7th Annual Prescott Plein Air Festival; 8) City Contract No. 2027-013 for the Festival of Trees; 9) City Contract No. 2027-014 for the Hazeltine Theater Season; 10) City Contract No. 2027-015 for the Journeys in Spirit; 11) City Contract No. 2027-016 for the Mogollon Highlands Festival; 12) City Contract No. 2027-017 for The Nutcracker; 13) City Contract No. 2027-018 for the Prescott Area Artist Studio Tour; 14) City Contract No. 2027-019 for the Prescott Bluegrass Festival; 15) City Contract No. 2027-020 for the Prescott's Doc HolliDaze Weekend; 16) City Contract No. 2027-021 for the Prescott Film Festival; 17) City Contract No. 2027-022 for the Prescott Highland Games & Celtic Faire; 18) City Contract No. 2027-023 for the Prescott Indian Art Market (PIAM); 19) City Contract No. 2027-024 for the Prescott Jazz Summit; 20) City Contract No. 2027-025 for the Prescott Shootout; 21) City Contract No. 2027-026 for the Shakespeare in the Pines; 22) City Contract No. 2027-027 for the Solstice Flute Camp and Concert; 23) City Contract No. 2027-028 for the Watson Lake Car Show; 24) City Contract No. 2027-029 for the WildLights & Animals Sights; 25) City Contract No. 2027-030 for the Yavapai County Fair; 26) City Contract No. 2027-031 for the Yavapai Yuletide Event; 27) City Contract No. 2027-032 for the YES! Explorers Challenge; and 28) City Contract No. 2027-033 for Yuletide Feast and Song. Funding is Available & Budgeted Through Transient Occupancy (Bed) Tax Funds.

*****Councilman Ruby recused himself due to a conflict of interest on this item.*****

Councilwoman Frederickson pulled this item from the Consent Agenda for further details on the contracts.

Tourism Manager Mike Kelly provided an overview of the Tourism Advisory Committee (TAC) and its FY 2027 tourism grant program. He explained that TAC serves in an advisory role to the Mayor and Council on tourism marketing, promotion, programming, and grant recommendations. The city allocated $90,000 in bed tax funding for grants supporting nonprofit special events that promote tourism, generate overnight stays, and create economic impact. He reviewed the grant application timeline, eligibility requirements, funding criteria, and the evaluation process, noting that applications were scored based on economic impact, strategic marketing efforts, and community benefit, with 28 applicants receiving funding recommendations.

Mayor Rusing asked for clarification on the source of the tourism grant funding.

Mr. Kelly explained that the grants are funded through the City's 3% transient lodging (bed) tax collected on hotel stays and noted that the tax previously applied to certain long-term rentals before that provision was removed.

MOTION BY COUNCILWOMAN FREDERICKSON TO APPROVE CONSENT AGENDA ITEM 9.D.; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (6 - 0) COUNCILMAN RUBY RECUSED.

E. Approval of Award of the FY27 Acker Trust Grant Program Funding.

F. Approval of Appointment of Members to the Pedestrian, Bicycle & Traffic Advisory Committee and the Tourism Advisory Committee.

Councilman Gambogi pulled this item from the Consent Agenda for further questions on who was chosen and who chose them.

Mayor Rusing reviewed the names of the two members chosen for the Committees and explained applications were reviewed and selections made by the Council Subcommittee on Appointments.

MOTION BY MAYOR PRO TEM FRUHWIRTH TO APPROVE APPOINTMENTS OF MEMBERS TO THE PBTAC AND TOURISM ADVISORY COMMITTEE; SECONDED BY COUNCILMAN GRADY: PASSED (6 - 1) COUNCILMAN GAMBOGI DISSENTING.

10. CONSENT ORDINANCE

A. Adoption of Ordinance No. 2026-1945 Setting the FY27 City Property Tax Levy.

Councilman Gambogi expressed concerns about the city's overall spending priorities, referencing recent tax and fee increases, infrastructure costs, and open space acquisitions. He stated that he did not support the proposed item, emphasizing that his concerns were directed at Council policy decisions rather than city staff.

Mayor Rusing expressed support for the proposed property tax, citing reductions in City revenues resulting from state legislative changes, including the elimination of the bed tax on certain long-term rentals. He stated that the additional revenue would remain in the community to help fund City services, including libraries and parks and recreation.

Mayor Pro Tem Fruhwirth explained that, after further consideration and feedback from the public, she could no longer support the proposed property tax. While acknowledging the fiscal challenges created by state actions, she expressed concern about the cumulative impact of upcoming fee increases and stated that, in her view, other funding priorities were more urgent at this time.

Councilman Ruby discussed the proposed property tax's impact on property owners, noting that renters would not be directly affected. He compared the estimated increase to other local taxes and stated that he supported the proposal because he believed it would lessen the burden on lower-income residents who do not own property.

Councilwoman Frederickson expressed support for the proposed property tax, stating that inflation has increased the City's operating costs and that the levy is one of the few available revenue sources. She characterized the increase as relatively modest and said it was necessary to help maintain City services despite rising expenses.

Councilman Grady expressed support for the proposed property tax, agreeing with Councilwoman Frederickson's comments. He stated that the increase was modest and represented a prudent approach to addressing the City's rising costs given its limited revenue options.

Councilman Garing expressed support for the proposed property tax, noting that his property taxes decreased significantly after relocating from California to Prescott and indicating that he viewed the proposed increase as reasonable.

Councilman Gambogi spoke in opposition to the proposed property tax, expressing concern that continued tax increases could place a greater financial burden on residents over time. He encouraged the City to prioritize economic growth as a means of increasing revenue rather than relying on higher property taxes.

MOTION BY MAYOR RUSING TO ADOPT CONSENT ORDINANCE ITEM 10A; SECONDED BY COUNCILWOMAN FREDERICKSON: PASSED (5 - 2) MAYOR PRO TEM FRUHWIRTH AND COUNCILMAN GAMBOGI DISSENTING.

11. LIQUOR LICENSE

A. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Lauren K Merrett, Applicant, for Megh Indian Cuisine. Location: 220 W Goodwin Street Ste 1.

MOTION BY MAYOR RUSING TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILWOMAN FREDERICKSON. (PASSED 7-0)

MOTION BY MAYOR RUSING TO APPROVE LIQUOR LICENSE APPLICATION NO. 401061 FOR A NEW SERIES 12 RESTAURANT LIQUOR

LICENSE FOR MEGH INDIAN CUISINE. LOCATION: 220 W GOODWIN STREET STE. 1; SECONDED BY COUNCILMAN RUBY. (PASSED 7-0)

B. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Jesus Manuel Altamirano, Applicant, for Filiberto's Mexican Food. Location: 555 Miller Valley Road.

MOTION BY MAYOR RUSING TO CLOSE THE PUBLIC HEARING; SECONDED BY MAYOR PRO TEM FRUHWIRTH. (PASSED 7-0)

MOTION BY MAYOR RUSING TO APPROVE LIQUOR LICENSE APPLICATION NO. 397301 FOR A NEW SERIES 12 RESTAURANT LIQUOR LICENSE FOR FILIBERTO'S MEXICAN FOOD. LOCATION: 555 MILLER VALLEY ROAD; SECONDED BY COUNCILMAN GRADY. (PASSED 7-0)

12. REGULAR AGENDA

A. Public Hearing & Discussion and Possible Action Regarding the Opening of a Public Comment Period in Accordance with Resolution No. 2023-1862 or Adoption of an Amendment to Resolution No. 2023-1862 & Revised Public Comment Period and Process Related to the Adoption of the Rodeo Master Plan.

City Manager Dallin Kimble introduced the topic and explained that the Rodeo Fairgrounds planning process has shifted from the sequence outlined in Resolution No. 2023-1862, with the master plan now being completed before zoning and leases. He recommended amending the resolution to reflect the revised process, including a 45-day public comment period beginning August 5, along with an open house and public hearing, before Council considers the master plan on October 13. He noted these changes would allow the public to review and comment on the final draft while ensuring compliance with the amended resolution.

Mayor Rusing commented that an amendment to the date makes sense.

Councilman Ruby supported the revised public comment process and emphasized that public input on the draft master plan should be meaningful and considered before Council takes final action. He also expressed concern that describing the draft as "final" could suggest the plan is no longer subject to change.

Councilman Gambogi expressed support for beginning the 45-day public comment period on August 5 with the final draft of the master plan. He encouraged the community to work toward resolving ongoing disagreements regarding the Rodeo Fairgrounds so the City could move forward.

Member of the public Sundrop Carter addressed the Council urging them to ensure transparency and public input regarding the use of the $15 million in state funding for Rodeo Fairgrounds improvements, emphasizing that the funds are taxpayer dollars and should benefit the broader community.

Member of the public Kym Lopez addressed the Council and requested that

Council postpone action on the proposed statue until the design could be reviewed by their organization and insurance carrier to ensure it would be covered under the existing insurance policy.

Member of the public Rosalee Darby addressed the Council and expressed support for the 45-day public comment period and encouraged preserving the heritage and historic purpose of the Rodeo Fairgrounds throughout the planning process.

MOTION BY COUNCILMAN GAMBOGI TO ADOPT AN AMENDMENT TO RESOLUTION NO. 2023-1862 AND UPDATING THE PUBLIC COMMENT PERIOD FROM 60-DAYS TO 45-DAYS BEGINNING AUGUST 5, 2026; SECOND BY MAYOR PRO TEM FRUHWIRTH. (PASSED 7-0)

B. Presentation, Discussion & Possible Approval of the Revised Design and Purchase Order for Installation of the Horse Statute at the Prescott Rodeo Grounds.

Mayor Rusing commented on the significance of the Centennial Cowboy Horse Statue, noting its historical connection to the Rodeo and its previous location at Old City Hall. She expressed support for relocating the statue to the Rodeo Fairgrounds, stating the proposed location would better showcase the artwork and provide greater visibility. She recommended incorporating lighting to enhance visibility during nighttime Rodeo events and suggested a drip irrigation system to help establish and maintain the surrounding landscaping.

Deputy Recreation Services Director Tim Legler presented the proposed relocation and installation plan for the statue from Old City Hall to the Rodeo Fairgrounds. The design was developed in coordination with Rodeo representatives and includes features to discourage climbing, improve safety by setting the statue back from the roadway with protective boulders, and provide solar lighting. He explained that newly installed landscaping would be irrigated using a temporary water tank until established. The concept was reviewed with Rodeo management, revised based on feedback, and solicited for bids from local landscaping contractors, with three responsive proposals received.

Mayor Pro Tem Fruhwirth expressed support for the revised statue design, stating she preferred it over the previous concept. She asked about the proposed “World’s Oldest Rodeo” lettering shown in the rendering and whether it was included in the bids.

Mr. Legler clarified it would be metal lettering and added as a separate element from the landscaping contract.

Councilman Grady asked why a separate landscaping bid was solicited when a previous contract with Ridgeline Builders included landscape materials and installation.

Mr. Legler clarified that the original Ridgeline Builders contract included funding for both the bleachers, sound system and the statue installation. After the initial statue design was rejected and a new design was developed, the statue

installation portion was removed from Ridgeline's contract through an amendment, resulting in the need for a separate landscaping proposal and contract.

Councilman Garing asked about the statue's proposed location and clarified that it would be along Rodeo Drive rather than the main entrance. Discussion followed regarding future consideration of traffic patterns and whether Rodeo Drive should be evaluated as a primary entrance to the Rodeo Grounds.

Mayor Pro Fruhwirth commented she preferred the R.E. & Sons bid due to the design and level of detail provided. She highlighted the detailed specifications regarding plant sizes, wall dimensions, and project elements, stating that the additional cost was justified by the clarity of the proposal. She encouraged Council to review all bid options and expressed support for creating a visually appealing, western-themed entrance feature that reflects Prescott's heritage as the World's Oldest Rodeo.

Mayor Rusing agreed.

Councilwoman Frederickson asked for clarification on the prior bid and questioned whether the original amount included additional work beyond what was included in the current landscaping proposals, noting the difference between the original budgeted amount and the current bid amounts.

Mr. Legler clarified that the project had a different scope previously and that contract was amended.

Councilman Ruby asked for clarification regarding ownership of the statue and questioned why the Rodeo would be responsible for insurance coverage if the statue was located on city property.

Mayor Rusing clarified that the statue is owned by Prescott Frontier Days/Rodeo, not the city, and that while it was previously located at Old City Hall, ownership remained with the Rodeo.

Councilman Garing asked about the traffic study timeline and statue location.

Public Works Director Gwen Rowitsch provided an update regarding the potential realignment of the Rodeo Drive entrance as part of the Miller Valley Road sidewalk project. She explained that the City is evaluating options to create a more direct intersection with Miller Valley Road and improve access for larger vehicles, including semis entering the Rodeo Grounds. She noted that the review is ongoing and includes challenges related to topography, property ownership, and overhead utilities. A final solution has not yet been identified.

Mr. Kimble added that the statue's location has been reviewed as part of the Rodeo Grounds master planning process and has remained consistent through each design iteration. He expressed confidence that the proposed location will continue through the final master plan drafts.

Council discussion and review of bid submissions.

MOTION BY MAYOR PRO TEM FRUHWIRTH TO APPROVE RODEO STATUE PURCHASE ORDER WITH R.E. & SONS LANDSCAPING IN THE AMOUNT OF $77,111.13; SECONDED BY MAYOR RUSING: PASSED (6 - 1) COUNCILMAN GAMBOGI DISSENTING.

C. Approval of Multiple City Contracts with CORE Construction, Inc. for Construction Manager at Risk (CMAR) Pre-Construction Services for Multiple Fire Station Projects as Follows: 1) City Contract No. 2027-002 for Fire Station 76; 2) City Contract No. 2027-003 for Fire Station 73; and 3) City Contract No. 2027-004 for Fire Station 72. Funding in the Total Amount of $352,743.00 for all Three Contracts is Budgeted & Available Through Public Safety Tax Initiative Funding.

Capital Program Manager Tim Sherwood presented the proposed CMAR contracts for three fire station projects.

Mayor Rusing thanked staff for the work completed on the fire station projects but expressed concern that the item contained significant information and would have benefited from a study session discussion beforehand. She requested additional clarity regarding projected project costs and noted the importance of fiscal responsibility. She also questioned why architectural and engineering design services were being contracted separately rather than included in the CMAR contract.

Public Works Director Gwen Rowitsch clarified that the CMAR contract is for construction management services during the design phase, including value engineering, constructibility review, and cost estimating as the project progresses. She explained that the projects are currently in the early design phase and the CMAR will assist the architect and engineers in developing plans that are cost-effective and ready for construction. The initial guaranteed maximum price is only for pre-construction services and does not include construction costs. Architectural and engineering services are separate contracts because those professionals are responsible for design work, while the CMAR provides construction expertise and guidance.

Mayor Rusing discussed the Police Department’s future needs, including a property and evidence center and police substation. She suggested evaluating whether a police substation could be co-located with one of the planned fire stations to reduce costs, noting the significant site development expenses associated with the current Prescott Lakes Parkway property. She recommended that the design team consider potential co-location opportunities, including near the Phippen Roundabout or other proposed fire station locations.

Ms. Rowitsch responded that while co-locating a police substation with a fire station could have been considered earlier in the process, the current fire station sites are not large enough to accommodate both facilities. She noted that significant progress has already been made on the current fire station projects, including land acquisition and design work, and changing direction at this stage would create delays. She added that the Prescott Lakes Parkway property

includes additional acreage that the city has first right of refusal to purchase if future expansion is needed.

Councilman Grady asked when the city would receive the first project cost estimates to compare against the costs presented to voters as part of the Proposition 478 public safety tax initiative.

Ms. Rowitsch explained that the CMAR will provide cost estimates throughout the design process, with the first detailed estimate expected at approximately the 30% design phase. The CMAR scope includes multiple cost estimates as the project advances, allowing the City to evaluate costs, identify potential savings, and compare projected expenses with the amounts presented during the Proposition 478 public safety tax initiative.

Mayor Pro Tem Fruhwirth asked for an update on the potential annexation of the property purchased for the Phippen location fire station, noting that Council had previously discussed annexing the property when approving the land purchase. She also requested an update on the potential annexation of the nearby trailhead property, which is adjacent to city-owned land.

City Attorney Joseph Young responded providing an update on the potential annexation of the Phippen fire station property and adjacent city-owned trailhead property. He explained that previous annexation requirements would have required including neighboring properties; however, recently approved state legislation will allow city-owned properties to be annexed without including adjacent parcels once the updated statutes take effect. He anticipated the annexation process would have minimal costs, primarily related to any necessary surveying, and noted the city could waive its own fees.

Mayor Pro Tem Fruhwirth raised public concerns regarding potential flooding at the Sundog Ranch Road fire station site and asked staff about planned measures to address drainage and flood mitigation.

Ms. Rowitsch addressed drainage concerns at the Sundog Ranch Road station site, explaining that an existing major drainage channel through the property will be incorporated into the design. The current plan is to create an earthen channel to direct water flow rather than allowing it to sheet across the site. Staff noted that drainage improvements will consider pre- and post-development flows to ensure water continues to leave the site at historical rates. Flood control district funding may be used to help offset related costs, and staff will continue refining the design as the project progresses.

Fire Chief Holger Durre provided background on the selection of the Sundog Ranch Road site, noting that evaluations were conducted over several years through public discussions and multiple locations were considered. The site was selected based on response time goals, including achieving an 8-minute 90th percentile total response time, and other factors such as location constraints and feasibility. He also noted coordination with Recreation Services regarding the nearby trailhead, including plans to relocate the trailhead before construction begins to avoid disruption. Proposed improvements include relocating parking

closer to the trailhead, with parking capacity expected to remain the same or improve.

Councilman Gambogi explained that approximately seven to eight potential sites were evaluated before selecting the proposed fire station locations. The analysis included computer modeling and simulations focused primarily on improving emergency response times and meeting public safety goals. He emphasized that the site selection process was extensive and centered on saving lives through improved response capabilities.

Member of the public Joanne Oellers commented that, as a representative of Save the Dells, she feels the public involvement has been less than desired.

Member of the public Walt Anderson commented that he has a lot of concern with station 76 and there has not been sufficient public participation in site selection. He has been part of the effort for the Willow Lake Management plan and feels that has been a good process.

MOTION BY COUNCILMAN GAMBOGI TO APPROVE CITY CONTRACT NO. 2027-002, 2027-003 AND 2027-004; SECONDED BY COUNCILMAN GRADY: PASSED (7 - 0)

D. Approval of City Contract No. 2027-005 with Willmeng Construction for Construction Manager at Risk (CMAR) Pre-Construction Services for the Police Substation & Property/Evidence Project in the Amount of $534,042.00. Funding is Budgeted & Available Through Public Safety Tax Initiative Funding.

Capital Program Manager Tim Sherwood provided an overview of the proposed CMAR contract for the Police Substation & Property/Evidence Facility. He explained that seven sites were evaluated before selecting the Prescott Lakes Parkway location based on police response times, proximity to the Yavapai County Justice Facility, and the site's ability to meet current and future operational needs. Following a qualifications-based selection process, Willmeng Construction was recommended for pre-construction services under a $534,042 contract.

Mayor Rusing expressed support for constructing a new police substation and property and evidence facility but questioned the proposed combined project at the Prescott Lakes Parkway site due to the estimated $8 million in site excavation and retaining wall costs. She suggested separating the police substation from the property and evidence facility, stating the latter could be located on flatter City-owned property to reduce costs. She encouraged staff to explore more cost-effective alternatives, citing examples from other municipalities, and suggested the current property could potentially be repurposed for other development.

Councilman Gambogi expressed support for the proposed Prescott Lakes Parkway location, noting its proximity to the courts and detention facility would provide operational benefits. He also emphasized confidence in staff's recommendation and questioned whether relocating the facility would result in comparable site development costs, asking staff about the potential excavation

costs at an alternative City-owned site.

Mr. Sherwood responded that an alternative city-owned site would likely not provide significant cost savings due to similar grading and drainage challenges. He noted that early site preparation estimates are refined as design progresses, explaining that the preliminary retaining wall estimate had already been reduced from approximately $8 million to $4.5 million at the 30% design stage. Mr. Sherwood added that the CMAR process is intended to identify additional cost-saving opportunities as the project advances.

Mayor Rusing suggested evaluating additional alternatives for the police facilities, including locating the police substation on City-owned property near the Adult Center and relocating the property and evidence facility to flatter City-owned land near the airport. She stated that additional options analysis was warranted given the project's estimated cost and questioned whether the two facilities needed to be co-located.

Deputy Police Chief Jon Brambila explained that the proposed police substation and property and evidence facility is a long-term investment driven by the Police Department's current and future operational needs. He stated that staff evaluated multiple locations, including co-location options with fire stations, before selecting the Prescott Lakes Parkway site based on response times, operational efficiencies, proximity to the jail, justice facilities, police range, and other public safety partners. He emphasized that consolidating patrol, traffic, animal control, K-9, and property and evidence operations at one location would improve efficiency, while the existing downtown station would continue serving administrative, records, detective, and community service functions. He noted the department has outgrown its current facilities, existing evidence storage is inadequate, and the selected site provides room for future expansion. While acknowledging the site's construction challenges, he stated that the design process is still in its early stages and will continue to identify cost-saving opportunities.

Councilman Ruby asked whether project costs were considered during the Police Department's assessment of facility needs and site selection, and how cost factored into the planning process.

Deputy Chief Brambila confirmed that cost has been a significant consideration throughout the planning process. He noted that staff has focused on value engineering to reduce costs, while recognizing that construction costs have risen substantially in recent years. He added that the project team conducted extensive research, including touring comparable facilities and attending public safety design conferences, to balance operational needs with budget constraints.

Councilwoman Frederickson expressed support for the proposed police facility site, citing its compatibility with surrounding uses, proximity to public safety and justice facilities, and operational efficiencies. She acknowledged the site's topographic challenges but expressed confidence that the CMAR process would help identify value engineering opportunities to reduce costs. She also noted that the agenda item was focused on approving the CMAR contract rather than

reconsidering site selection.

Mayor Pro Tem Fruhwirth stated that staff's explanations and the reduction in estimated earthwork costs increased her comfort with the proposed project. She encouraged staff to consider co-locating a future northern police substation with a future fire station where feasible to improve efficiency and maximize taxpayer resources.

MOTION BY COUNCILMAN GAMBOGI TO APPROVE CITY CONTRACT NO. 2027-005; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (7 - 0)

E. Adoption of Resolution No. 2026-1996 and Ordinance No. 2026-1952, Authorizing Updates to Prescott City Code Section 2-1-8 Utilities Division; Provision of Water to Areas Outside the City Limits; Rules and Regulations.

Community Development Director Chelsea Walton presented a proposed code revision regarding City water service to properties outside city limits. She explained that the current code allows service to a single-family residence outside city limits only if the property is connected to both City water and sewer systems. Staff received numerous requests from properties adjacent to City water lines that could not feasibly connect to the sewer. Following direction from the Water Issues Subcommittee and City Council, staff prepared a code amendment and resolution identifying 53 specific eligible parcels that would be allowed to connect to City water service.

Mayor Rusing thanked staff for their work addressing the issue of water service for certain properties outside city limits. She noted that many of the affected parcels are older lots where records and documentation were incomplete, but existing infrastructure indicated an intent for City water service. She supported the proposed limited, one-time solution identifying eligible parcels and clarified that it would not establish a broader precedent.

City Attorney Joseph Young clarified that the proposed code revision does not change the intent of the 2022 Water Policy requirement for sewer connections, but provides a limited solution for 53 specific parcels where there was evidence of prior intent for city water service. He explained that the ordinance includes safeguards to prevent expansion beyond the identified properties, including a defined parcel list and review criteria. Additional provisions require abandonment of existing wells and prohibit turf grass installation for water conservation purposes. He also noted that an in-lieu fee for properties receiving city water without sewer service was considered but was not appropriate for this limited action.

Councilman Gambogi thanked staff and the City Attorney, stating that the proposed solution was a rational approach that addressed the issue for the identified properties. He expressed support for moving forward with the item.

Councilman Ruby emphasized the importance of maintaining the city's policy requiring sewer connections for new development to support wastewater recharge. However, he noted that the limited number of properties involved and the minimal potential impact on water resources made the proposed solution a

practical and financially responsible approach. He expressed support for assisting the affected property owners while maintaining the city's broader water management principles.

Member of the public Arthur Klein addressed the Council and expressed support for the proposed water service solution, noting that some undeveloped lots would have little value without access to city water service. He thanked the Council for considering the matter.

MOTION BY COUNCILMAN GAMBOGI TO ADOPT RESOLUTION NO. 2026-1996 & ORDINANCE NO. 2026-1952; SECONDED BY MAYOR RUSING: PASSED (7 - 0)

13. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 6:11 p.m.

CATHEY RUSING, Mayor

ATTEST:

SARAH M. THORNHILL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on July 14, 2026. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill, City Clerk

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	City Manager
ITEM #:	9.B
SUBJECT:	Approval of the 2027 City of Prescott's Legislative Platform & Authorization for Staff to Transmit the Document to State and Federal Representatives.

ITEM SUMMARY

This item is for approval of the proposed 2027 legislative platform. A legislative platform is an opportunity for the Mayor and Council to declare a position on issues and items that are of critical importance to the city. It provides guidance to elected and appointed city officials, and others who may be assigned to represent the city, particularly in efforts to advocate for or against legislation, support the legislative positions of other organizations, and secure grant funds for city projects. The platform also provides the city manager and staff with direction for instances when a timely response on behalf of the city is necessary.

This legislative platform is organized around four of the city's strategic focus areas identified in the strategic plan: safe communities, a dynamic economy, reliable infrastructure, and our natural environment. This year's document was reduced to a single page (front and back) to improve readability.

The Council may approve the legislative platform, approve it with amendments, or choose not to approve the platform. If the Council chooses not to approve a platform, each legislative question will need to be discussed in a council meeting and the city will not have input on any item with a restricted response deadline.

BACKGROUND

Each year, the city has created a list of statements or priorities for legislative activity that constitutes the city's legislative agenda. The legislative platform continues that practice with additional structure, strategic alignment, and an updated presentation.

FINANCIAL IMPACT

There is no direct financial impact related to the legislative platform, though it may indirectly influence state and federal decisions and grant applications with financial ramifications.

RECOMMENDED ACTION

MOVE to approve the 2027 Legislative Platform and authorize staff to transmit the document to state and federal representatives

ATTACHMENTS

1. 2027 Legislative Platform

2027 LEGISLATIVE PLATFORM

CITY PROFILE

48,945 Residents
Prescott is a full-service charter city and regional center for Northern Arizona. We value our Western heritage, outdoor recreation, natural resources, and quality of life.

390,000+ Airport Operations
Prescott Regional Airport (PRC) is one of the nation's 20 busiest airports with a USFS Fire Center serving Northern Arizona, extensive military and civilian pilot and air traffic controller training, and commercial service.

1.5M+ Annual Visitors
Prescott is Arizona's Christmas City, home of the World's Oldest Rodeo, an IMBA Trails Town, Arizona's Territorial Capital, and the home of the world-famous Whiskey Row.

Regional Public Safety Hub
Accredited regional emergency response and dispatch for all hazards including police, fire, medical, and wildland.

Water-Secure Community
Prescott is the only community in the region with an assured water supply through ADWR.

Economic Engine
Growing aviation/aerospace, healthcare, advanced manufacturing, technology, and higher education sectors make Prescott an ideal community for investment.

LEGISLATIVE PRIORITIES

Local Control & Fiscal Stability
Protect Prescott's charter authority, local decision-making, and fiscal flexibility.

Preserve the City's rural character. Advocate for legislation that benefits rural communities. Exempt rural areas from urban-focused policies.

Allow municipalities to have direct oversight of short-term rentals in their communities.

Safe Communities
Build resilience through investment in public safety response and services. Ensure appropriate facilities and equipment are available to protect our community, including the use of K-9 units and secure technology.

Support wildland firefighting capabilities, including at Prescott Regional Airport (PRC), and help residents maintain property insurance.

Reduce the concentration and impact of sober living homes, strengthen state oversight, provide a mechanism to recover costs of high frequency public safety responses, and reduce the use and impact of illicit substances.

Oppose legislation that would erode due process or result in harsher sentencing for individuals, including law enforcement officers and staff performing their assigned duties.

BILLS OF INTEREST

1. Authorize cities to make one-time, mid-year budget adjustments for unanticipated revenues
2. Clarify the existing conflicting statute for timing of tax levy notifications
3. Modify Title 13 to ensure fair and practical sentencing related to dangerous occupations
4. Allow Construction Manager at Risk (CMAR) on City projects that include federal and state aviation grant funds.

FUNDING PRIORITIES

1. Phase II of the Northeast Airport Ramp for wildfire helicopters, cargo, innovation ($3M)
2. On-ramps between Highways 89 / 89A previously designed with ADOT funding ($4M)
3. Multi-use path on SR-89 from Frontier Village to Lee Boulevard ($4M)
4. Phippen Trail low water crossing to connect retail areas and reduce public safety response times ($2.3M crossing, $8.1M road)
5. Purchase of ~400 acres to expand Granite Dells Regional Park ($5M)

LEGISLATIVE PRIORITIES

Dynamic Economy

Prescott is ready to partner with the State of Arizona and federal agencies to attract aviation/aerospace, advanced manufacturing, healthcare, technology, and other target industries that contribute to state and national economies.

Expand Prescott Regional Airport as a wildfire response asset and maturing economic catalyst bridging university workforce development and research with emerging technologies and aviation/aerospace innovation.

Promote jobs, workforce development, and business investment while preserving Prescott's character and quality of life. Help existing businesses grow and expand.

Preserve and enhance tourism as an economic contributor to rural communities.

Support legislation and funding for nonprofit and education partners, libraries and museums, and art and cultural organizations that provide services to the City.

Reliable Infrastructure

State roads in rural areas should be adequately funded, maintained and improved.

Extend the runway at Prescott Regional Airport (PRC) to support regional wildfire defense and commercial air service. Allow Construction Manager at Risk (CMAR) on City projects that include federal and state aviation grant funds.

Prepare now for roads needed in the future, including freeway connecting I-17 to Prescott.

Ensure all vehicles are contributing to community road and parking infrastructure without invading privacy.

Water & Natural Resources

Protect Prescott's assured water supply and maintain the Big Chino Water Ranch as a critical water source.

Support outdoor recreation, trail connectivity, lake health, wildlife corridors, open space, and preservation of Arizona's unique ecosystems.

Protect the headwaters of the Hassayampa River and the Gila River Drainage from activities that could harm water quality and/or flow.

Mayor Cathey Rusing
(928) 777-1401 x 4830
mayorcatheyrusing@prescott-az.gov

Mayor Pro Tem Lois Fruhwirth
Councilmember Mary Frederickson
Councilmember Ted Gambogi
Councilmember Jim Garing
Councilmember Patrick Grady
Councilmember Jay Ruby

Alexis Susdorf, State48 Public Affairs
(480) 278-2793
alexis@state48pa.com

Nick Ponder, HighGround, Inc.
(614) 975-6147
nponder@azhighground.com

Dallin Kimble, City Manager
(928) 777-1435
dallin.kimble@prescott-az.gov

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Finance
ITEM #:	9.C
SUBJECT:	Approval of City Contract No. 2027-045 with Columbia Capital LLC for Independent Municipal Advisor Services for Upcoming Debt Issuances.

ITEM SUMMARY

This item is for the approval of City Contract No. 2027-045. This contract will allow the City to engage Columbia Capital LLC as the City's independent municipal advisor for upcoming Wastewater Utility financing. The firm will provide advice and technical expertise throughout the financing process, including evaluating financing alternatives, assisting with the issuance strategy, coordinating the financing team, and structuring the successful sale and closing of debt. The agreement is being procured through the State of Arizona cooperative purchasing contract, which was competitively solicited.

BACKGROUND

As the City pursues additional capital financing for Utility projects, engaging an independent municipal advisor will provide valuable expertise throughout the financing process. An independent municipal advisor possesses specialized knowledge of the municipal debt market, financing structures, and issuance costs, and serves as a fiduciary to the City throughout the transaction. Under Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) regulations, municipal advisors have an explicit duty of care and loyalty to act in the City's best interests.

The Government Finance Officers Association (GFOA) recommends that debt issuers retain a municipal advisor prior to undertaking a debt financing and that the advisor be selected through a competitive procurement process. A municipal advisor assists the City in evaluating financing alternatives, developing the financing strategy, assembling the financing team, coordinating the debt issuance process, and successfully marketing and closing the bonds.

An additional benefit of engaging an independent municipal advisor is that the City retains flexibility in determining the most appropriate method of sale for each bond issuance. Based on market conditions, financing objectives, and the characteristics of the proposed debt, the advisor can objectively evaluate whether a competitive or negotiated sale is in the City's best interest. By contrast, an underwriter does not act as an advisor and does not owe a fiduciary duty. The primary role of an underwriter is to purchase securities with a view to distribution in an arm's-length commercial transaction with the issuer.

The State of Arizona recently completed a competitive solicitation in 2024 with contracts extended through September 2027 that established a pool of qualified municipal advisory firms. The solicitation and resulting contracts were designed to provide municipal advisory services to State agencies, boards, commissions, and participating members of the State Purchasing Cooperative. Staff reviewed the State's procurement process and determined that it provides a well-structured and competitive method for selecting qualified firms while allowing participating agencies to leverage the State's procurement efforts.

After reviewing the awarded firms, staff recommends selecting Columbia Capital LLC based on the following:

- Columbia Capital is well qualified to assist the City secure the lowest cost of capital while implementing terms and provisions to maximize flexibility. Achieving this goal requires independent advice to determine the most advantageous method of bond sale through either competitive, negotiated, or private placement of debt.
- Columbia Capital is one of only two firms in the State's awarded pool that serves exclusively as an independent municipal advisor. Unlike firms that also act as broker-dealers or underwriters, Columbia Capital does not underwrite bond transactions, reducing the potential for conflicts of interest and providing independent fiduciary advice throughout the financing process.
- Columbia Capital submitted the lowest fee schedule among the awarded firms
- The proposed financing team - Jim Stricklin, Khalen Dwyer, and James Prichard - has extensive experience advising Arizona municipalities and other public agencies on complex municipal financings.

FINANCIAL IMPACT

The fee for the municipal advisor is paid at the time of the debt issuance and from debt proceeds under costs of issuance. The fee varies based on the amount and type of debt based on the competitive fee schedule provided during the State's RFP process.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2027-045

ATTACHMENTS

1. City Contract No. 2027-045_Columbia Capital

COOPERATIVE AGREEMENT

Between

The City of Prescott

And

Columbia Capital Management LLC

For

Independent Municipal Advisor for Debt Issuances

Contract No. 2027-045

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into this August 11, 2026, between the City of Prescott, an Arizona municipal corporation (the "City"), and Columbia Capital Management LLC (the "Vendor").

This Agreement between the City and the Vendor adheres to pricing found in the approved cooperative purchasing contract number (the “Contract”) CTR073702 with State of Arizona. A copy of the cooperative purchasing contract is attached hereto as Exhibit "C" and incorporated herein by reference.

1. COMPENSATION

The City shall pay the Columbia Capital Management LLC at the unit rate set in the State of Arizona Contract # CTR073702 for providing Independent Municipal Advisor Services. Contract as per quote attached hereto as Exhibit "A" and incorporated herein by reference.

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

2. TERM OF CONTRACT

Per the terms of Contract number CTR073702 with State of Arizona. Contract CTR073702 is a multi-year contract beginning from the date of award, September 16, 2024, for one year. The contract may be extended up to a maximum of four (4) years on a year-to-year basis, with the mutual consent of the City of Prescott and the Contractor.

Contract Extension 1 Extended 09/16/2025 through 09/15/2026

Contract Extension 2 Extended 09/16/2026 through 09/15/2027

The City of Prescott will follow the same term as contract number CTR073702 with State of Arizona.

3. CONTRACT CONDITIONS

3.1. INVOICES

All invoices shall be emailed to ap@prescott-az.gov.

3.2. NOTIFICATIONS

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

City of Prescott	Columbia Capital Management LLC
201 N. Montezuma Street	6700 Antioch Suite 250
Prescott, AZ 86301	Merriam, Kansas 66204
contracts@prescott-az.gov	kdwyer@columbiacapital.com

3.3. CONFLICT OF INTEREST

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

3.4. TERMINATION FOR CONVENIENCE

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

3.5. DISCREPANCY

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

3.6. INDEMNIFICATION

Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, the Vendor/Supplier/Contractor hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Vendor/Supplier/Contractor's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Vendor/Supplier/Contractor further releases and discharges the City, its departments and divisions, its agents and employees,

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

4. INSURANCE REQUIREMENTS

4.1. INSURANCE LIMIT REQUIREMENTS

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

Commercial General Liability – Occurrence Form

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

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

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

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

Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

4.2. WORKERS' COMPENSATION

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

4.3. ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

4.4. NOTICE OF CANCELLATION

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

4.5. ACCEPTABILITY OF INSURERS

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

4.6. VERIFICATION OF COVERAGE

Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are

to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

DATED: _____ day of _____, 2026

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

Columbia Capital Management LLC

AUTHORIZED SIGNATURE (FULL NAME)

PRINTED FULL NAME

TITLE

EMAIL

DATE SIGNED

City of Prescott, a municipal corporation:

CATHEY RUSING, MAYOR

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

Exhibits List

A - BAFO_2_BPM006317_Attachment_13_Pricing_Document

B - Prescott G-42 Engagement Agreement v3-Utility Revenue Obligations

C - Columbia Capital - Standard Disclosures

D - CTR073702_Columbia_Contract

E - CTR073702_Contract_Amendment_2

Exhibit A

BAFO_2_BPM006317_Attachment_13_Pricing_Document

Attachment 13 – Pricing Document BAFO Round 2

Please fill out your pricing for the items listed below.
Additionally in APP, put $1.00 in the items tab for Standard Release Item.

Offeror Name and Contact Information:

Columbia Capital Management, LLC
James Stricklin, Managing Director
602-345-9239
jstricklin@columbiacapital.com

Per Bond Pricing Structure:

The Offeror shall indicate the fee per $1,000 of the face value of the financing for each financing transaction undertaken by the Eligible Agency. The Offeror shall indicate any changes in the fee per $1,000 based on the financing size as shown in the table below and any minimum or maximum fees per financing transaction.

The Offeror shall separately state the fees per $1,000 for a collateralized structure and a non-collateralized structure.

A. COLLATERALIZED STRUCTURE PER $1,000 OF PAR AMOUNT OR PROCEEDS, WHICHEVER IS HIGHER:

Principal Amount of Issue	Fee Per $1,000
Less than $10 mil	$25,000 Flat Fee
$10 mil to $25 mil	$2.00/$25,000 Min
$25 mil to $50 mil	$1.50/$50,000 Min
$50 mil to $100 mil	$1.25/$75,000 Min
$100 mil to $200 mil	$1.00/$125,000 Min
Over $200 mil	$0.90/$200,000 Min
Fixed-rate transaction minimum fee	$25,000
Fixed-rate transaction maximum fee	$350,000
Variable rate transaction minimum fee	$25,000
Variable rate transaction maximum fee	$350,000
Additional fee for initial transaction of a newly created financing program	$20,000
Additional fee for refunding issue	$20,000

B. POOLED STRUCTURE PER $1,000 OF PAR AMOUNT OR PROCEEDS, WHICHEVER IS HIGHER:

Principal Amount of Issue	Fee Per $1,000
Less than $10 mil	$25,000 Flat Fee
$10 mil to $25 mil	$2.00/$25,000 Min
$25 mil to $50 mil	$1.50/$50,000 Min
$50 mil to $100 mil	$1.25/$75,000 Min
$100 mil to $200 mil	$1.00/$125,000 Min
Over $200 mil	$0.90/$200,000 Min
Fixed-rate transaction minimum fee	$25,000
Fixed-rate transaction maximum fee	$350,000
Variable rate transaction minimum fee	$25,000
Variable rate transaction maximum fee	$350,000
Additional fee for initial transaction of a newly created financing program	$20,000
Additional fee for refunding issue	$20,000

Pricing Schedule for Key Personnel with Hourly Rate:

The Offered shall indicate hourly rates for other financial advisory activities described in the Scope of Work (not associated with a bond transaction).

Name of Key Person	Title	Hourly Rate
Jim Stricklin	Managing Director	$300
Khalen Dwyer	Managing Director	$300
James Prichard	Managing Director	$300
Jeff White	Managing Member	$300
Stacey Walter	Compliance Officer	$150
Deric Marr-Andrews	Senior Analyst	$175

Other Fees:

The Offeror shall indicate by narrative or using the table below any additional fees for services contemplated under this solicitation. Indicate how each fee will be calculated (hourly rates, etc.)

The above proposed fees are inclusive of our review of the legal and disclosure documents associated with the transaction, as prepared by bond counsel or disclosure counsel.

Service	Fee	How Calculated
Senior Lien Revenue Bonds or Obligations	Fees quoted in Sections A. and B. Plus 20%	Based on amount of issue
Production of Official Statements	$20,000	Flat Fee
Advanced defeasance/establish escrow	$10,000 minimum plus $1,000 per additional issue	Based on number of issues subject to minimum
Current defeasance/early redemption	$7,500	Flat Fee
Bank Loan Direct Purchase	Not to exceed 1.5% of loan amount	$25,000 minimum
Bond Election	$5,000	Flat fee paid at first issuance
Out-of-pocket expenses	At cost	At cost

The per bond pricing structure indicated above is only for general obligation bonds, pricing should be adjusted to be 20% higher for senior lien revenue bonds or obligations. Columbia will negotiate additional compensation for publicly offered issues with an underlying rating below A-, or complex financings outside of those outlined in the Scope of Work section, including but not limited to the following.

- Real Estate related issues
- Utility Company acquisitions
- Water rights acquisitions
- Tax increment or Land Based financings
- Special District financings (including Improvement Districts and Community Facilities Districts)
- Public/Private Partnerships
- Conduit issuers
- Other transactions involving unique/complex circumstances

To the extent the State or Eligible Agencies wish to engage other areas of Columbia's expertise such as Arbitrage Rebate, Structured Products, or Asset Management, those services would be available under separate agreement or contract.

Exhibit B

Prescott G-42 Engagement Agreement v3-Utility Revenue Obligations

COLUMBIA CAPITAL
MUNICIPAL ADVISORS

2942 N. 24th Street, Suite 114
Phoenix, AZ 85016

James Stricklin, Managing Director
602.345.9239
jstricklin@columbiacapital.com

August 11, 2026

Mr. Lars Johnson
Finance Director
City of Prescott, Arizona
201 N. Montezuma St., Ste 224
Prescott, AZ 86301

Via Electronic Mail

Re: Municipal Advisor Services – Utility Revenue Obligations (the "Obligations")

Dear Mr. Johnson:

Thank you for the opportunity to serve the City of Prescott, Arizona (the "City or Client"). Upon your acceptance, this engagement letter (the "Agreement") will serve as confirmation of the City's terms and conditions of Columbia Capital Management, LLC's ("Columbia" or the "Advisor") engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the "Effective Date").

Scope of Services

The Obligations may be issued in one or more series, as either a WIFA Loan, a rated open-market transaction or as a direct placement.

Primary Services. Client engages Columbia with respect to the scope of services identified in Exhibit A (the "Scope of Services").

Although the Advisor, along with Special Counsel may assist in the gathering and assembly of financial, statistical and other factual information, the preparation of the Official Statement and related disclosure is the responsibility of the City. The information in the Official Statement may be provided by, or sourced from, the City, the Yavapai County Assessor's, Treasurer's and Finance offices, the Arizona Department of Revenue and other sources which are considered to be reliable and are customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness. The Advisor makes no representation as to the accuracy or completeness of such information.

Advisor's services hereunder specifically *exclude* the following:

- the Scope of Services does not include tax, legal, accounting or engineering advice and does not include review or advice on any feasibility study.

Optional Scope of Services. Client may, at its option as expressed in writing, engage Advisor with respect to the following (the "Optional Scope of Services"):

- subscription to Advisor's MuniVault® suite of post-issuance services. Services include reviewing or drafting a post-issuance compliance policy, providing periodic training for the bond compliance officer, preparing checklists to assist in Client's annual review of post- issuance compliance; maintaining a repository of Client's bond files in our secure cloud storage utility.

- Advisor's investment of idle funds, loan proceeds and/or bond proceeds.

- subscription to Advisor's Assay™ Debt Intelligence services, including: development of a comprehensive, non-destructive repository of outstanding, refunded and retired debt, organized by security type; evaluating market perceptions of Client's credit quality in real-time using MSRB secondary market trading activity; and, providing annual debt reporting, including required information for inclusion in Client's audited financial statements.

If Client chooses to engage Advisor with respect to Optional Scope of Services items, such items shall be added to the definition of "Scope of Services" herein.

Amendments. The parties agree that this Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties further agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

Engagement Team
While additional resources of Columbia will be available to the City on an as-needed basis, our proposed engagement team for the City includes day-to-day work by **James Stricklin**, **Khalen Dwyer or James Prichard**. Should the Client engage the Advisor on any of the Optional Scope of Services, the day-to-day engagement team would be expanded contingent on the service(s) selected.

Advisor's Regulatory Duties
The Municipal Securities Rulemaking Board (the "MSRB") Rule G-42 requires that Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for and advice provided by the Advisor to Client. The rule also requires that Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Advisor in carrying out these regulatory duties, including providing to Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

Term of this Engagement
This Agreement may be terminated with or without cause by either party upon sixty (60) days' written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. If the Agreement is terminated prior to the completion of the Scope of Services, (i) Client agrees to provide reasonable compensation to and reimbursement of any out-

of-pocket expenses of Advisor within thirty (30) days of the effective date of the termination and (ii) Advisor agrees to assist Client in the orderly wrap-up of its work during the notice period of the termination.

Compensation

Fees and Expenses. The fee due to Advisor hereunder was developed with mutual consent and shall be paid, along with the reimbursement of expenses incurred by Advisor in connection with any services provided hereunder, as set forth below:

Municipal Advisory Fees
(Per Series of Obligations Issued):

Fees: **See attached State of Arizona Municipal/Financial Advisor Services Pricing Document (Solicitation No. BPM006317)**

Expenses: **Not to Exceed $25,000**

Unless otherwise agreed with the City, our fee would be due concurrent with the closing of the transaction.

In addition, Client agrees to reimburse Advisor for its actual, reasonable and customary out-of-pocket costs incurred in effecting the Scope of Services upon invoice by Advisor. Expenses include, but are not limited to, the assembly and word processing of your preliminary and final official statements for publication and distribution, if requested, and other miscellaneous expenses.

Fees on Optional Services. If Client elects to engage Advisor with respect to Optional Scope of Services items, the fees due to Advisor hereunder shall include:

Service Type	**Fee**
Investment brokerage (one-time investment) for various funds and accounts in the trust indenture or bond resolution (project account, debt service reserve fund, escrow fund, etc.)	0.20% of the face amount invested per account, subject to IRS safe harbor limits
Active investment for idle funds and bond proceeds of Client, including portfolio design, security selection, portfolio accounting and reporting, collateral sufficiency verification and related services	0.125% per annum, billed quarterly in arrears based upon average monthly account values
Assay™ Debt Intelligence Signature Level services (annual debt reports with secondary market trading and refunding scan information, along with details necessary for Notes to the Financial Statements, plus up to two (2) hours per year of ad hoc reporting/analysis)	$6,500 one-time initial setup fee, plus $3,250 per year
Post-issuance compliance services (MuniVault®), including assisting the City in managing its responsibilities under its post-issuance compliance policy	$3,200 one-time initial setup fee per bond series, plus $950 per year per series of bonds

Draft

Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Advisor or any of its associated persons, Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Advisor to Client. No recourse shall be had against Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any municipal security or otherwise relating to the tax treatment of any municipal security or municipal financial product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

Required Disclosures
MSRB Rule G-42 requires that Advisor provide Client with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in an exhibit to this Agreement.

Choice of Law
This Agreement shall be construed and given effect in accordance with the laws of Arizona.

Binding Effect and Assignment
This Agreement shall be binding upon and inure to the benefit of Client and Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

Entire Agreement
This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

Severability
If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

No Third-Party Beneficiary
This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any

person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Authority

The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct Advisor's performance of its activities under this Agreement:

Lars Johnson, Finance Director

Counterparts

This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

Respectfully submitted,
COLUMBIA CAPITAL MANAGEMENT, LLC

James Stricklin
Managing Director

ACKNOWLEDGED AND ACCEPTED

The City hereby acknowledges and accepts the terms of this proposal as of the date set forth below.

By: _____ Date _____

Finance Director
Its:

Draft

APPENDIX A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect to the City's proposed sale of senior lien utility revenue obligations (the "Obligations"). The Obligations may be issued in one or more series, as either a WIFA Loan, a rated open-market transaction or as a direct placement. Columbia may undertake some or all activities for or on behalf of the City with respect to carrying out this engagement, as directed by the City:

Pre-Sale Activities

1. Assist the City with their long-range financial planning for infrastructure needs;
2. Evaluate alternative methods of sale and approaches for funding the Obligations;
3. Review recommendations made by other parties to the City with respect to Obligations;
4. Review financial and other information regarding the City, the Obligations and the source of repayment of or security for the issue;
5. In conjunction with Special Counsel, consult with the City on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on the City and its financing plans;
6. Assist the City in establishing a plan of financing, including method of sale;
7. We understand that the City is interested in exploring a WIFA Loan placement or a public sale of the Obligations, if the City does a public offering, our services will include review of the official statement or similar offering document;
8. Assist the City in establishing the preliminary structure, revenue pledge, timing, terms and other similar matters concerning the Obligations;
9. Prepare the list of key dates or financing timetable for the Obligations, as needed;
10. Consult and meet with representatives of the City and its agents or consultants with respect to the Obligations;
11. Attend meetings of the City's staff, governing body of the City, and/or WIFA Board meetings, as requested;
12. Along with Special Counsel, advise the City regarding any impact on existing continuing disclosure undertakings as a result of issuing the Obligations;
13. As needed, assist the City in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, underwriters, etc.) to work on the Obligations;
14. Work with Special Counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the City and other documents necessary to finalize and close the Obligations;
15. Assist in the gathering of information with respect to financial, statistical and factual information relating to the City in connection with the preparation of request for funding or preliminary and final official statements, as requested;
16. Assist the City, Special Counsel and Underwriter's Counsel in the assembly of the preliminary and final official statements, if requested;
17. Make arrangements for the electronic publication of the preliminary and final official statements;

Draft

18. At the time of sale, review available, relevant data on comparable Obligations recently or currently being sold by comparable issuers;
19. Respond to questions from potential investors/purchasers;

Competitive Bid Transaction

20. In conjunction with Special Council, coordinate the preparation of a Notice Inviting Bids (bids are to be submitted through the Parity® Electronic Bid Submission System ("Parity®"), bids will be summarized and the winning bid will be reviewed for compliance with the established bidding parameters;

Open-Market Transaction

21. For an open-market transaction, arrange and facilitate interaction with credit ratings agencies, including the assistance in the preparation of materials to accompany the rating request, if needed;
22. On a negotiated sale, review and comment on proposed underwriting policies, participate in pre-pricing, pricing discussions and in post-financing review;

Direct Placement Transaction

23. Manage a Request for Funding ("RFF") if needed;
24. Along with Special Counsel, review the term sheet from the winning purchaser and advise the City on the reasonableness of the proposal;

Post Sale Activities

25. Review and comment on the Legal Documents;
26. To facilitate the closing of the transaction, coordinate the preparation of a draft closing memo for review and approval by the financing team; and
27. Provide updated debt schedules, as needed.

Draft

Exhibit C

Columbia Capital - Standard Disclosures

COLUMBIA CAPITAL
MUNICIPAL ADVISORS

6700 Antioch
Suite 250
Merriam, Kansas 66204

STANDARD DISCLOSURES

Date: July 31, 2026

Client: City of Prescott,Arizona

INTRODUCTION
The Municipal Securities Rulemaking Board (MSRB) has promulgated regulations impacting the way municipal advisors interact with their clients. In compliance with those regulations, Columbia Capital Management, LLC (Columbia Capital) offers the following disclosures (Standard Disclosures).

These Standard Disclosures are provided to you in accordance with MSRB Rule G-42(b).

MUNICIPAL ADVISOR CERTIFICATION
Columbia Capital is a municipal advisor as defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. As of the date listed above, Columbia Capital has fully complied with the municipal advisor registration requirements of both the US Securities and Exchange Commission (SEC) and the MSRB, both for the firm and for its employees engaged in municipal advisory activities.

CONFLICTS OF INTEREST
As of the date listed above, Columbia certifies that it has no known actual or perceived material conflicts of interest related to our work for you.

AFFILIATES
Columbia Capital does not have any affiliate that provides any advice, services, or products to or on behalf of your organization that is directly related to the municipal advisory activities to be performed by Columbia Capital.

NO PAYMENTS BY COLUMBIA CAPITAL
Columbia Capital has not made any payments, directly or indirectly, to obtain or retain this engagement to perform municipal advisory activities for your organization.

NO PAYMENTS TO COLUMBIA CAPITAL
Columbia Capital has not received any payments from a third party to enlist a recommendation by Columbia Capital to your organization of its services, any municipal securities transaction or any municipal financial product.

6700 Antioch
Suite 250
Merriam, Kansas 66204

NO FEE-SPLITTING ARRANGEMENTS

Columbia Capital has not entered into any fee-splitting arrangements involving your organization with any provider of investments or services to your organization.

THIRD-PARTY PAYMENTS

Columbia's general practice is not to accept payments from third-parties related to our work for your organization. On occasion, it may be more convenient for you to require a third-party to pay us for our work for you. In any case where a third party will pay us in connection with our engagement with you, we will disclose all such payments to you in writing in advance.

CONSIDERATIONS RELATED TO FEES

The MSRB has determined that the method of calculation of the fees paid by issuers and obligated persons to municipal advisors can lead to incentives for the municipal advisor that differ from yours. Regardless of the method, however, the fees we charge are not permitted to be excessive given the scope of the engagement. The paragraphs below describe the different incentives our common fee methods may create. In addition, Columbia Capital mitigates these concerns related to fees through its adherence to its fiduciary duty, which includes an obligation to deal honestly and act in your best interests without regard to Columbia Capital's financial or other interests.

In the event our fee is ***contingent*** upon the successful outcome of the engagement (typically, the successful closing of a financing transaction), our incentive is to both complete the transaction and to do so quickly. In certain circumstances completion of the transaction may not be in your best interest.

In the event our fee is ***contingent*** upon the successful outcome of the engagement (typically, the successful closing of a financing transaction) and is ***variable***, calculated on the size of transaction, our incentives are to complete the transaction, to do so quickly and to increase the size of the transaction. In certain circumstances, completing the transaction and increasing its size may not be in your best interest.

In the event our fee is ***hourly***, our incentive is to both take longer to complete the engagement and to spend more time working on it. Delays in completion of an engagement or additional fees due to the amount of time expended may not be in your best interest.

In the event our fee is a ***fixed*** amount, our incentive is to complete the engagement more quickly and to limit our time investment in completing the engagement. Because the fixed fee is paid regardless of the outcome, you may incur fees without assurance of a successful outcome.

In the event we provide both ***municipal and investment advisory services*** to you, our incentive is to increase the size of the transaction to provide us with more proceeds to invest and earn

6700 Antioch
Suite 250
Merriam, Kansas 66204

investment adviser fees on those proceeds. Engaging a single firm to provide both advisory services may not be in your best financial interest.

The mode and amount of our fee will be disclosed in the documentation of our engagement with you.

LEGAL OR DISCIPLINARY MEASURES

Neither Columbia Capital nor any representative of Columbia Capital has been subject to any legal or disciplinary event that is material to the evaluation of Columbia Capital or the integrity of our management or advisory personnel.

COMPLAINTS

As a regulated entity, we are obligated to provide our municipal advisory clients annual disclosures pursuant to MSRB Rule G-10. No action is required on your part. Please find our required disclosures below:

- Columbia is registered as a municipal advisor with the U.S. Securities and Exchange Commission and the MSRB
- the MSRB's website is www.msrb.org
- the MSRB makes available on its website a brochure for municipal issuers and borrowers describing the protections that may be provided by the MSRB to issuers and borrowers, MSRB's rules and how to file a complaint with an appropriate regulatory authority. That brochure can be found here: http://www.msrb.org/~/media/Files/Resources/MSRB-MA-Clients-Brochure.ashx

Additionally, you may address concerns or complaints to our chief compliance officer by emailing ccm_compliance@columbiacapital.com.

QUESTIONS
Please direct any questions about these Standard Disclosures to:

Stacey Walter
Compliance Officer
Columbia Capital Management, LLC
6700 Antioch, Suite 250
Merriam, Kansas 66204
913-312-8057
swalter@columbiacapital.com

Exhibit D

CTR073702_Columbia_Contract

	Request for Proposal **Solicitation No BPM006317** **Municipal/Financial Advisor Services**	Arizona Department of Administration State Procurement Office 1802 W. Jackson, #100 Phoenix, AZ 85007

Attachment 01 – Offer and Acceptance Form

SUBMISSION OF OFFER: The undersigned hereby offers and agrees to provide Municipal/Financial Advisor Services in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Offer indicated by the latest dated version below

Columbia Capital Management, LLC.
Offeror company name

Signature of person authorized to sign Offer — Date

6700 Antioch Suite 250
Address

Jeff White, Managing Member
Printed name and Title

Merriam, Kansas 66204
City, State, ZIP

Jeff White, Managing Member
Contact name and Title

jwhite@columbiacapital.com — 913-312-8077
Contact email address — Contact phone number

Revised Offers:	9/6/24 Date	Signature	Date	Signature
Best and Final Offer:	9/11/24 Date	Signature		

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-09, 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
2. Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or Service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. Complies with A.R.S. § 18-132 when offering electronics or information technology products, Services, or maintenance;
4. Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instructions to Offers. Any extensions to the Offer Acceptance Period shall be made in accordance with the A.A.C. R2-7-C310;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER

The offer is hereby accepted.
The Contractor is now bound to sell the Materials or Services listed by the attached Contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

The Contract shall henceforth be referred to as Contract No. CTR073702

The effective date of the Contract is September 16, 2024

The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives purchase order or written notice to proceed.

State of Arizona Awarded this **day of** September 12, 2024 **20**

Stephanie Stevens
[Procurement Officer Name]
[Procurement Officer Title]
Procurement officer signature

	Request for Proposal under A.R.S. § 41-2534 Notice Page	Arizona Department of Administration State Procurement Office 1802 W. Jackson, #100 Phoenix, AZ 85007

Solicitation Number:	**BPM006317**
Description:	**Municipal/Financial Advisor Services**
Solicitation Due Date and Time:	**August 1, 2024 at 3:00 PM AZ Time**
Pre-Offer Conference:	July 17, 2024 at 10:00 AM AZ Time Municipal/Financial Advisor Services Pre-Offer Conference Wednesday, July 17 · 10:00 – 11:00am Time zone: America/Phoenix Google Meet joining info Video call link: https://meet.google.com/oto-pndw-vpi Or dial: (US) +1 501-697-9509 PIN: 363 307 852# More phone numbers: https://tel.meet/oto-pndw-vpi?pin=3065708910808

Proposals will only be accepted **online** in the **"State's eProcurement System", Arizona Procurement Portal (APP), at https://app.az.gov until the "Bid/Offer Due Date" indicated in the "State's eProcurement System" for the Solicitation No. shown at the top of this page**. Proposals must be in the State Procurement Office's possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State's eProcurement System to the State's eProcurement System Help Desk by phone at (602) 542-7600, option 2; or by email to app@azdoa.gov.

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in the "State's eProcurement System".

It is the responsibility of the Prospective Offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.

Notice Page

Table of Contents

Solicitation Summary	4
Scope of Work	6
Special Terms and Conditions	13
Addendum A to the Special Terms and Conditions	37
Addendum B to the Special Terms and Conditions	38
Uniform Terms and Conditions 10.5	42

Solicitation Summary

1. What is the State Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 *et seq.* is seeking to establish one or more mandatory statewide contracts on behalf of Arizona Department of Administration to provide Municipal/Financial Advisor Services.

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State's discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the Solicitation, unless the Offeror expressly restricts an item or combination of items in its Offer, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such a basis will result in the best value and is in the best interest for the State. The State may otherwise determine, at its sole discretion, that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. What is in the Solicitation?

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM006317 Solicitation Requirements

2.1.1.1. Notice / Cover Page
2.1.1.2. Table of Contents
2.1.1.3. Solicitation Summary
2.1.1.4. Scope of Work
2.1.1.5. Special Terms and Conditions
2.1.1.6. Addendum A to the Special Terms and Conditions
2.1.1.7. Addendum B to the Special Terms and Conditions
2.1.1.8. Uniform Terms and Conditions

2.1.2. Attachment: BPM006317 Solicitation Instructions

2.1.3. Solicitation Attachments

2.1.3.1. Offer and Acceptance
2.1.3.2. Boycott of Israel Disclosure
2.1.3.3. Forced Labor of Ethnic Uyghurs Ban
2.1.3.4. Confidential Information Designation
- Confidential Information Designation (for reference only)

2.1.3.5. Conformance Statements and Exceptions Requests
2.1.3.6. Key Personnel
2.1.3.7. Letter of Insurability
2.1.3.8. Organization Profile
2.1.3.9. Proposed Subcontractors
2.1.3.10. Experience and Capacity Response
2.1.3.11. References
2.1.3.12. Pricing Document
2.1.3.13. Method of Approach
2.1.3.14. AZ Baseline Infrastructure Security Controls

2.2. The State may issue a Solicitation Amendment at any time after Solicitation publication and before the Offer due date. It is the responsibility of the Prospective Offeror to routinely check the APP website for any Solicitation Amendments and revised documents.

Scope of Work

1. Purpose and Background

1. 1 Purpose: The State of Arizona Department of Administration, State Procurement Office (defined as "The State") is seeking to enter into contracts with qualified Financial Advisor Services to provide services for the State of Arizona, its Agencies, Boards and Commissions as well as Participating Members of the State Purchasing Cooperative (collectively herein referred to as Eligible Agencies).

1. 2 The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Customers may acquire these services.

1. 3 Background: The State of Arizona intends to implement contract(s) for the purchase of Municipal/Financial Advisory Services Statewide. Each Agency utilizing this contact will possess authorization under applicable law to enter into appropriate types of financing agreements.

1. 4 Projected Awards: It is the intent of the State to award multiple contracts for the required services and it is the intention of the State to award contracts that will provide coverage for all of these services throughout the State of Arizona.

1. 5 Projected Utilization: The estimated dollar volume of services purchased under the proposed contract is approximately $500,000 to $1 million annually based on historical usage data and anticipated volumes. This contract will be used on an as-needed basis; the State makes no guarantee as to actual spend under any resultant contract.

2. Scope Summary

2.1. The objective is to award contracts to a pool of qualified vendors who can deliver Municipal/Financial Advisory Services and related analyses and services. Successful Contractors shall be qualified and have the capacity to provide Services statewide as stated herein. Contractor at a minimum shall:

2.1.1. Have continuously provided municipal advisory services for municipal finance transactions at state-level agencies for the past five years;

2.1.2. Have proven familiarity with Federal and Arizona laws and regulations, relating to state-level borrowing and municipal financing;

2.1.3. Have assigned Key personnel available to work in Phoenix or other specific locale in Arizona when deemed necessary by the Eligible Agency;

2.1.4. Provide proof of registration with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board, and maintain registration for the term of this contract;

2.1.5. Have the ability to provide services throughout the State of Arizona; and

2.1.6. Provide all the necessary technical resources and skills, support services and management of these resources.

3. Scope of Services

3.1. The contractor and qualified personnel must perform the listed services in conjunction with the planning, development, issuance, and management of financing transactions. This may include items such as direct, conduit and pooled bonds, bond notes, lease-purchase agreements sold on a taxable, tax-exempt, public or private basis, or other financing agreements/transactions. Please check if additional information is required.

3.2. Municipal/Financial Advisory Services

3.2.1. Assist the Eligible Agency staff and others to prepare debt obligation financing plans. This may include offering alternative financing techniques, long range financial planning, making recommendations to maximize borrower objectives, and otherwise providing advice regarding financing transactions. Alternative financing techniques may include bank loans, private placements, certificates of participation, public- private partnerships, lease-to-own agreements and other types of financial transactions as applicable;

3.2.2. Structure financial transactions, including amortization schedules, terms, discounts, call features, etc. Discuss various alternatives and recommend the best alternative considering the Eligible Agency's current outstanding debt and capital plan. Make recommendations to enhance bond marketability and reduce issuance costs. Review industry trends that may affect tax-exempt debt issuance and other types of financial transactions.

3.2.3. Attend meetings of the Eligible Agency and its staff on an as-needed basis to discuss financing projects. Make presentations to governing bodies of Eligible Agencies as requested;

3.2.4. Assist the Eligible Agency staff and others with entering into

necessary ground leases between the Eligible Agency and a trustee as applicable, and other agreements as needed if collateral is deemed necessary;

3.2.5. Assist the Eligible Agency in developing timetables for the issuance and sale of public and private debt obligations to ensure issues are planned and executed in the most efficient and cost effective manner;

3.2.6. Assess the municipal and private debt markets, the timing of debt obligation sales and make recommendations concerning bid processes (competitive, negotiated or combinations thereof);

3.2.7. Coordinate and assist with the preparation of all necessary debt documents, including Official Statements and relevant legal documents. Serve as a clearinghouse for debt documentation reviews. The extent of involvement in the document preparation process will be dependent on the nature and form of the financing transaction and the needs of the Eligible Agency;

3.2.8. Prepare applicable preliminary and final Official Statements for each financing requiring such documents in camera-ready or other indicated format; coordinate the publication and distribution of such documents with both print and electronic publishers as appropriate;

3.2.9. Handle all necessary printing and advertising arrangements for documents associated with the financing of transactions, including but not limited to Official Statement and bond/certificate printing costs, and newspapers advertisements;

3.2.10. Assist the Eligible Agency in developing, preparing, soliciting, and reviewing requests for proposals and request for qualifications associated with financial products and transactions;

3.2.11. Coordinate with rating agencies when assignment of a credit rating is determined to be in the best interest of the Eligible Agency, which may include developing presentations.

3.2.12. Prepare or coordinate with underwriters to prepare, investor roadshows or other investor presentations as applicable, and;

3.2.13. Assist the Eligible Agency in procuring any ancillary

financing-related products and services which, at a minimum, may include:

3.1.13 (a) Credit enhancement (i.e. bond or certificate insurance).

3.1.13 (b) Credit ratings; roadshows or other investor presentations.

3.1.13 (c) Paying agent, registrar, escrow, trustee, verification agent or other services.

3.1.13 (d) Forward contracts; escrow investments; and travel arrangements.

3.1.13 (e) Other such products and services as the Eligible Agency may deem necessary or desirable in connection with any financing transaction. Type of assistance may include, but is not limited to, the taking of bids, negotiation of terms and conditions, and coordination of all activities with all other parties involved in the financing.

3.1.13 (f) Selection of such service providers may be through a Request for Proposal (RFP) or similar process, conducted by or on behalf of the Eligible Agency.

3.1.13 (g) Such products and services on behalf of the Eligible Agency may be may be reimbursed at cost or at a negotiated fee.

3.2.14. Oversee the Debt Obligation Pricing Process, including but not limited to:

3.1.14 (a) Prepare analyses to support recommendations on structuring pricing and spreads relative to market conditions at the time of the sale;

3.1.14 (b) Advise the Eligible Agency on non-price terms and conditions of each debt obligation sale;

3.1.14 (c) Monitor market conditions;

3.1.14 (d) Provide negotiation support and evaluate final pricing;

3.1.14 (e) Provide advice and assistance in all aspects of the pricing, and/or bid process;

3.1.14 (f) Review and assess all legal documents, and;

3.2.15. Coordinate closing events, including but not limited to signature details, pre-closing formalities, wire-transfer of funds, communications with Eligible Agencies or other officials, preparation of final financial results including debt service schedules and review of closing documents.

3.2.16. Assist Eligible Agencies with complying with SEC Rule 15c2-12 Compliance and Related Laws and Regulations, including coordination of all activities necessary to comply with continuing disclosure requirements or any other applicable laws or rules as may be. Including but not limited to:

3.1.16 (a) Notification of the dates(s) such filing(s) is required;

3.1.16 (b) Preparation of letters and forms of transmittal, as requested;

3.1.16 (c) Notification to the Eligible Agency of all tables and information that must be updated and submitted;

3.1.16 (d) Prior to each transaction, obtain the disclosure analysis or report prepared for the transaction from the underwriter or through other means, and provide it to the Eligible Agency at least seven (7) days in advance of any due diligence call or meeting.

3.2.17. Assist the Eligible Agency in conducting financial analyses or research and preparing reports and schedules to comply with legal requirements related to financing, such as the annual debt report required by with A.R.S. § 41-726.

3.2.18. As requested any other services, tasks, counsel or

assignments normally and customarily performed by a Municipal Advisor not specifically mentioned above. Such activities may be billed at a negotiable fee.

4. Scope of Services

4.1. Key Personnel - It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.

4.2. Contractor's Other Contract Responsibilities - Furnish all necessary labor, tools, equipment, vehicles, supplies, and traffic control services and devices as needed to effectively perform the services as specified in this contract.

4.3. Code of Conduct - The Contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acting on behalf of the State without appropriate authorization; c) providing favorable or unfavorable treatment to anyone; d) making a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresenting or otherwise impeding the efficiency, authority, actions, policies, or adversely affecting the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State.

4.4. CONFLICT OF INTEREST - The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of Contractor's contract.

4.5. ACCURACY OF WORK - The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

4.6. INDEPENDENT CONTRACTOR - This contract is for the Contractor to provide work under a service agreement with the State and not as an employee or agent of the State. The Contractor is solely and exclusively responsible, legally and financially, for wages, per diem, taxes, Social Security payments, health benefits, insurance, bonds, Workmen's Compensation costs, and any other fees or expenses the contractor may be required to pay in his normal course of business.

4.7. Contractor shall maintain in current status all Federal, State and Local licenses, registrations and permits required for the operation of a business conducted by the Contractor.

4.8. Relationship with others - The Contractor shall cooperate fully with the State, the Arizona counties, municipalities and local government officials, and all such others as may be required in the performance of this Contract. This shall include attendance at meetings, discussion, and hearings, as may be required; presentation of data, as may be requested from time to time by the State to effect such cooperation; and compliance with all directives issued by the State.

4.9. Security - Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

4.10. Suspension of Work – Contractor shall suspend all work as requested by the State when work performance is observed in violation of safety rules, regulations or practices.

4.11. Contractor shall reassign or otherwise remove any Contractor employees found unacceptable by the State.

4.12. Contractor personnel specified in the Contractor’s proposal shall not be changed without the State’s approval in writing.

Special Terms and Conditions

The Special Terms and Conditions modify the Uniform Terms and Conditions. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. Definition of Terms: As used in the Contract, the terms listed below are defined as follows:

   1.1. Acceptance: The document titled "Offer and Acceptance Form" bearing the state contract number once Procurement Officer has signed it to signify (1) State's formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term "acceptance" used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

   1.2. Accepted Offer:

      1.2.1. If State did not request a Revised Offer, then "Accepted Offer" means the Initial Offer.

      1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then "Accepted Offer" means the latest Revised Offer.

      1.2.3. If State requested a Best and Final Offer, then "Accepted Offer" means the Best and Final Offer.

   1.3. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.

   1.4. Arizona Procurement Code: The Arizona Procurement Code consists of Arizona Revised Statutes (A.R.S.) §§ 41-2501 *et seq*. and Arizona Administrative Code (A.A.C.) R2-7-101 *et seq.* There is additional information in the Solicitation Instructions regarding how to access these state statutes and rules.

   1.5. Arizona Risk and Authorization Management Program (AZRAMP): is used by the Arizona Department of Homeland Security to evaluate Cloud services and Contractors that will transfer, process, or store state data outside of state-managed or controlled networks, and has three levels of control review:

      1.5.1. AZ Mandatory Control Baseline: 35 Controls

      1.5.2. NIST Low Impact Control Baseline: Public Data Classification

1.5.3. NIST Moderate Impact Control Baseline: Confidential Data Classification

1.6. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: https://azdor.gov/transaction-privilege-tax-tpt

1.7. Attachment. Any item that:

1.7.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);

1.7.2. Was attached to an Offer when submitted; and

1.7.3. Was included in the Accepted Offer.

1.8. Cloud Services: Cloud or Cloud Services means any Software as a Service (SaaS), Infrastructure as a Service (IaaS), or Platform as a Service (Paas) involving the transfer, processing, or storage of state Data outside the control of state-managed and controlled networks.

1.9. Contract Terms and Conditions: The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.10. Contractor: The Person identified on the Accepted Offer who has entered into the Contract with the State.

1.11. Contractor Indemnitor: Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.12. Co-Op Buyer: A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the I.R.S. under Section 501(c)(3) through 501(c)(6) of the tax code.

1.13. Data Breach: Data Breach is used herein as defined as stated in A.R.S. Title 18, chapter 5, article 4 (Data Security Breaches), or in any relevant state or federal standard, to

indicate an unauthorized acquisition of and unauthorized access that materially compromises the security or confidentiality of unencrypted and unredacted computerized personal information maintained as part of a database of personal information regarding multiple individuals.

1.14. Eligible Agency:

1.14.1. If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.

1.14.2. If the Special Terms and Conditions indicate that the Contract is a mandatory statewide contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

1.14.3. If the Special Terms and Conditions indicate that the Contract is a "cooperative" contract available for use by Co-Op Buyers, then "Eligible Agency" means any State of Arizona department, agency, university, commission, board, or any Co-Op Buyer.

1.15. Federal Risk and Authorization Management Program (FedRAMP): A federal government program that provides a standardized approach to security assessment, authorization, and continuous monitoring specifically for Cloud products and services relied upon by federal entities that store, process and transmit federal information.

1.16. Instructions to Offerors: The Solicitation Instructions document of the Solicitation.

1.17. NIST: NIST is the National Institute of Standards and Technology. For more information, see https://www.nist.gov/.

1.17.1. NIST Low Impact: If a Contractor may process, transmit, or store Public State Data (per State Data Classification Policy P8110), metadata, and/or Data that may be released to the public that requires no additional levels of protection during its work under the Contract, or as directed by the State Chief Privacy Officer (Arizona Department of Homeland Security Governance, Risk, and Compliance team), then the Contractor **shall** comply with NIST Low Impact security controls.

1.18. Order: The instrument by which the Eligible Agency or Co-Op Buyer authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as an "Order": "Purchase order," "task order," "service order," or "job order".

1.19. State's eProcurement System: The State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State's eProcurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf

1.20. State: With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each Eligible Agency or Co-Op Buyer who has issued the Order.

1.21. State Indemnitees: Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.22. StateRAMP: A non-profit organization that provides a uniform approach to verifying that the cybersecurity of Cloud service providers (CSPs) meets the standards and regulations needed to do business with state and local governments.

1.23. Work: The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2. Contract Interpretations

2.1. Usage. Where the Contract:

2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier Subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.

2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(32) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative

constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

2.1.3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(44) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

2.1.4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity;

2.1.5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.2. Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document, but not in another, is not to be considered a conflict or inconsistency.

2.2.2.1. Contract Amendments;

2.2.2.2. The final Solicitation Documents, in the following order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;

(4) Scope of Work;

(5) Exhibits to the Scope of Work;

(6) Specifications; and

(7) Any other documents referenced or included in the Solicitation;

2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

2.2.3. Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror Data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

3. Contract Administration and Operation

3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for twelve (12) months unless canceled, terminated, or permissibly extended.

3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one (1) year and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

3.3. Notices and Correspondence

3.3.1. To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General

Mailing Address" in Contractor's corresponding State's eProcurement System Vendor Profile; and address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.3.2. To State. Contractor shall address all Contract correspondence other than formal notices to the email address indicated in "Contact Instructions" in the State's eProcurement System Summary for State; and address any required notices to State via email to the Procurement Officer identified as "Purchaser" in the State's eProcurement System and via mail to the following mailing address:

Arizona Department of Administration
State Procurement Office
1802 W. Jackson, #100,
Phoenix, AZ 85007

3.3.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.4. Signing of Contract Amendments. Contractor's counter-signature (or "approval" in the State's eProcurement System, in the case of an amendment) is not required to give effect if the Contract Amendment only covers either:

3.4.1. extension of the term of the Contract within the maximum aggregate term; or

3.4.2. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.

In every case other than those listed in 3.4.1 and 3.4.2 above, both parties' signatures (or "approval" in the State's eProcurement System in the case of an Amendment) are required to give it effect.

3.5. Click-through Terms and Conditions. If either party uses a web-based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and

conditions in using an Electronic Ordering System, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.6. Books and Records

3.6.1. Retain Records. In addition to the audit rights detailed in the Uniform Terms and Conditions, State also requires that, pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing Data submitted in satisfaction of § 41-2543 for the period specified in the statute.

3.6.2. Usage Information. Additionally, any and all information (including, but not limited to, documentation or Data) related to Eligible Agency and Co-Op Buyer usage retained solely within the Contractor's system (for example, related to punch-out or Contractor catalog sales) shall be considered public information or information that can be shared with and distributed by the State freely and for any purpose under the State's government purpose rights detailed in Section 3 of the Uniform Terms and Conditions [Ownership of Intellectual Property]. Any modifications to this Contract notwithstanding, the State shall have free use of any and all information related to Eligible Agency or Co-Op Buyer purchasing. Upon request by the State, Contractor shall promptly provide the State with any usage information requested and shall not attempt to limit the State's use in any way.

3.6.3. Right To Audit. The retained books and records are subject to audit by State during that period. Pursuant to A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.6.4. Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.7. Subcontract

3.7.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.7.2. Additional names. Contractor shall not enter into a Subcontract to perform Work under the Contract, without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it. Approval of additional subcontractors shall be added to the Contract by a bilateral Contract Amendment.

3.7.3. Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.8. Orders

3.8.1. Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the Arizona Procurement Code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.

3.8.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions. Any Contractor terms

added to quotes or otherwise unilaterally added to Eligible Agency or Co-Op Buyer Orders are null and void.

3.8.3. Orders are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.8.4. No Minimums or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.8.5. Non-contracted Materials or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that Materials or Services not specifically awarded are under a State contract is a violation of the Contract and law.

3.9. Order Cancellations. State may cancel Orders within a reasonable period after issuance and at its discretion. The same method used for ordering will be used for cancellation.

3.9.1. If State cancels an Order, then State shall:

3.9.1.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date; and

3.9.1.2. reimburse Contractor for actual, documented costs incurred in fulfilling the Order up to the cancellation effective date and the cost of any obligations incurred in fulfilling the Order up to the cancellation effective date that demonstrably cannot be canceled or that have pre-established cancellation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question.

3.9.2. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice; State is not liable for any Materials that were produced, shipped, or delivered, or Services that were performed before Contractor had acknowledged the corresponding Order.

3.9.3. State shall also be able to cancel Orders freely and without any further obligation at any time prior to Contractor's formal acknowledgement of the Order.

3.10. The Contract is a mandatory statewide contract (per A.A.C. R2-7-607) for multiple purchases, projects, or assignments, and a cooperative contract (per A.R.S. § 41-2632 and A.A.C. R2-7-1002(B)) that can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a cooperative contract hereunder.

3.10.1. Contractor shall verify if an ordering entity is a current Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

3.10.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.10.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41- 2633. Rates are set in accordance with SPO Technical Bulletin (TB) 007, available on the SPO website, which may be revised at the State's sole discretion as part of Arizona state procurement policy. For convenience (though note that this link may change over time) TB 007 may be found here:

https://spo.az.gov/suppliers/usage-reporting.

Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Method of calculation,

payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting.

3.10.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Contract Terms and Conditions Section 8 and its right to terminate for default under Section 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting.

3.10.5. Contractor shall acknowledge each Order from Eligible Agencies within one (1) business day after receipt by either: (a) "approving" the Order electronically in the State's eProcurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in the State's eProcurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.8.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in the State's eProcurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in the State's eProcurement System within three (3) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in the State's eProcurement System and if it does so the rejection will be void.

3.10.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each Co-Op Buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are

entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.11. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a Purchase Order in the State's eProcurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

3.11.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Contract, then preparing an Order using those prices (e.g. filling out an order form), and sending it to the Contractor;

3.11.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement;

3.11.3. As described in 3.11.2 above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State; or

3.11.4. As described in 3.11.3 above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.12. Work on State Premises

3.12.1. Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is

responsible is a material breach of contract and grounds for termination for default.

3.12.2. Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

3.13. Transitions

3.13.1. During commencement, Contractor shall attend transition meetings with any outgoing suppliers to coordinate and ease the transition so that the impact on State's operations is kept to a minimum. State may elect to have outgoing suppliers complete some or all of their Work or Orders in progress, even if that Work could be covered under the incoming supplier's Contract. Conversely, the State may have a continued need for the same Materials and Services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any incoming supplier and State to ensure as smooth and complete a transition transfer as is practicable.

3.13.2. Eligible Agency or Co-Op Buyers representative will coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming supplier. As with the incoming transition, State may permit Contractor, when Contractor is outgoing, to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

3.13.3. RESERVED [for additional transition needs including, but not limited to, the transfer of any required Data]

4. Costs and Payments

4.1. Type of Pricing. Offeror shall include only firm, fixed pricing in the Offer.

4.2. Contractor's Best Pricing. Contractor warrants that, for the term of the Contract, the prices and discounts set out in the Attachment 13 Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), shall be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment, and materials.

4.2.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates, or allowances.

4.2.2. If Contractor's Best Pricing for equivalent services, items of equipment, and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

4.2.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If the difference occurred before it was identified, then Supplier agrees to charge less than the Contract Pricing until the extended difference that would have been realized (i.e. if the Contractor's Best Pricing had been applied when it should have been) has been settled.

4.3. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State.

4.3.1. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4.3.2. Additional Charges. Any charges or fees not delineated in the Contract shall not be added, billed, or invoiced under the Contract.

4.4. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any price increases.

4.4.1. Initial Contract prices shall be honored for one year after award of Contract.

4.4.2. The State needs sufficient time to make a fair and equitable determination in response to any Contractor requests for price adjustments. As a result, the State requests that the Contractor provide ninety (90) days advance notice prior to any price adjustment whenever possible, and at a minimum, sixty (60) days advance notice. Requests sent to the State with less than sixty (60) days notice will be denied, unless the Contractor provides proper documentation

demonstrating the urgency of the request. The State shall determine whether the price increase is in the best interest of the State.

4.4.3. All price adjustments will be implemented by a formal Contract Amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

4.4.4. State expects Contractors to use Lean Six Sigma principles to reduce costs in their supply chain, and not simply pass new costs on to the State. If a price increase is requested, State will ask for evidence that Lean Six Sigma principles and tools have been used by Contractor to attempt to reduce costs in advance of any request for a price increase under the Contract.

4.5. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include differences in pricing, begin, and end date of promotion along with the products covered.

4.6. Travel. Contractor shall request and receive written approval prior to any travel under the Contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel/travel-information. Eligible Agency or State shall reject any claim for travel reimbursement for which Contractor did not receive prior written approval.

4.7. Funding

No particular funding considerations apart from Uniform Terms and Conditions Sections 4.5 [Availability of Funds for the Next State Fiscal Year] and 4.6 [Availability of Funds for the Current State Fiscal Year] have been identified as of the Solicitation publication date.

4.8. Invoicing

4.8.1. Invoices Go To Ordering Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Agency or Co-Op Buyer at the address indicated on the applicable Order document or by utilizing the Ordering Entity’s purchasing tool/process.

4.8.2. Minimum Invoice Requirements. Every invoice shall include the following information:

4.8.2.1. Bill-to name and address;
4.8.2.2. Contractor name and contact information;
4.8.2.3. Remit-to address;
4.8.2.4. Invoice number and date;
4.8.2.5. State contract number;
4.8.2.6. Order number (APP PO number);
4.8.2.7. Material or Service description (itemized);
4.8.2.8. Date(s) Services were performed or Materials were delivered;
4.8.2.9. Applicable payment terms;
4.8.2.10. Quantity delivered or performed;
4.8.2.11. Line item unit of measure;
4.8.2.12. Item price;
4.8.2.13. Extended pricing;
4.8.2.14. Receipt for pass-through expenses (if applicable);
4.8.2.15. Taxes (as a separate invoice line item), including the percentage used to calculate taxes;
4.8.2.16. Mailing fees (if applicable); and
4.8.2.17. Total invoice amount due.

4.8.3. No Invoice Without Authorization. Contractor shall not seek payment for any:

4.8.3.1. Materials or Services that have not been authorized on an acknowledged Order;

4.8.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or

4.8.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed by the Procurement Officer.

4.8.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process required by the ordering Eligible Agency or Co-Op Buyer. Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.8.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Agency or Co-Op Buyer may, at its discretion, reject any materially defective invoice.

4.8.5.1. The ordering Eligible Agency or Co-Op Buyer shall notify the Contractor within five (5) business days after receipt if it determines an invoice to be materially defective.

4.8.5.2. Invoices will be deemed automatically rejected upon delivery if they: are sent to an incorrect address, do not reference the correct State contract and Purchase Order number, or are payable to any Person other than the Contractor.

4.8.5.3. The ordering Eligible Agency or Co-Op Buyer shall have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

4.9. Payments

4.9.1. Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Pricing Section of the Special Terms and Conditions above, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342, after both of the following occur: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Contract, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in the State's eProcurement System and provided a current I.R.S. Form W-9 to State unless excused by law from providing one.

4.9.2. Payments Only To Contractor. Unless an assignment and assumption agreement has been reached between the Contractor and State pursuant to Section 5.1 of the Special Terms and Conditions [Assignment and Delegation] or the State has been otherwise compelled by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier the Contract was awarded to within the eProcurement System.

4.9.3. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4 Costs and Payments of the Uniform Terms and Conditions.

4.9.4. Joint Checks or Direct Pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

4.9.5. Recovery of Overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an overpayment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.

4.9.6. Purchasing Card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a purchasing card (also called a p-card) are the responsibility of the Contractor. Unless otherwise stated in the Contract, there will be no additional fees or increase in prices associated with this method of payment.

4.9.7. Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: https://gao.az.gov/publications/forms.

4.10. Applicable Taxes

4.10.1. Contractor To Pay All Taxes. State is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless clearly stated otherwise in the Contract, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.10.2. Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. Assignment and Delegation

5.1.1. In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.1.2. In Part. Subject to Special Terms and Conditions sections 3.7 [Subcontract] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or state law.

6. Risk and Liability

6.1. Risk of Loss. Contractor shall bear all risk of loss to Materials while in pre-production, production, storage, transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the scope of the Work, until they have been accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. General Contractor Indemnification and Insurance Requirements

6.2.1. Contractor Indemnification (Not Public Agency). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of

Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, 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, officials, agents, employees, or volunteers.

6.2.3. **Insurance Requirements**. **Addendum A to the Special Terms and Conditions: Contractor Insurance Requirements is incorporated herein as part of the Special Terms and Conditions.**

6.3. Patent and Copyright Indemnification. *[CONTRACTOR/VENDOR (NOT PUBLIC AGENCY)]*. With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless

State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

6.3.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

6.3.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

6.3.3. State may elect to participate in such action at its own expense; and

6.3.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this section 6.3 does not apply.

7. Warranties

7.1. Warranties and Requirements Related to Information Security. Addendum B: Warranties and Requirements Related to Arizona Information Security Statewide Policies, Standards, and Procedures is incorporated herein as part of the Special Terms and Conditions.

7.2. [FOR ADDITIONAL, SOLICITATION-SPECIFIC WARRANTIES, if any]

8. State's Contractual Remedies

8.1. [RESERVED]

9. Contract Termination

9.1. [RESERVED]

10. Contract Claims

10.1. [RESERVED]

11. Arbitration

11.1. [RESERVED]

12. General Provisions for Services

12.1. Applicability. Article 12 applies to the extent the Work is or includes Services.

12.2. Comprehensive Services. Contractor shall provide the comprehensive range of Services for which a price is established in the Contract for ordering by Eligible Agencies and Co-Op Buyers.

12.3. Additional Services. State at its discretion may modify the scope of the Contract by Contract Amendment to include additional Services or service categories that are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment is fully executed, Contractor shall then update all applicable pricing and make them available to all affected entities at no additional cost. Either party may make the request to add Services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional Services, but State may elect not to add some or all of the Services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request shall include documentation demonstrating that the proposed price for the additional Services is both fair and reasonable and comparable to the original prices.

12.4. Off-Contract Services. Contractor shall ensure that the ordering process for the Services prevents Orders for Services not included in the scope of the Contract (and for which no price or compensation has been established in the Contract) or Services explicitly excluded from the Contract. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded ordering of Services, and endeavors to prevent such Orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation.

12.5. Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion, and without the obligation to demonstrate cause, instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace removed personnel with other personnel that have equivalent qualifications, experience, and capabilities.

12.6. Accuracy of Work. Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State shall not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.7. Requirements at Location of Services

12.7.1. Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order. Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes.

12.7.2. If performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities (including but not limited to prisons) where prior clearances are required, Contractor shall contact the facility directly in advance of performing the Services to confirm its current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State shall not pay any additional fees (including but not limited to service charges) or excuse late performance, if Contractor has failed to comply with these requirements.

12.8. Acceptance of Services. State has the right to accept Services subject to acceptance criteria. State may apply acceptance criteria to the Contract or a specific Order, which may include, but are not limited to, accuracy, completeness, conformance to requirements, or quality. State shall not pay Contractor for unaccepted Services, and State may, at its discretion, withhold or make partial payment for any rejected Services, while Contractor is in the process of re-performing or otherwise curing the grounds for State's rejection.

12.9. Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, and in addition to any other rights and remedies available under the Contract, if Contractor fails to perform any material portion of the Services including, but not limited to, failure to complete any contractual deliverable or failure to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

12.9.1. Contractor shall provide State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

12.9.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any and all reasonable corrections State instructs and adopt State's recommendations, including any measures State determines to be necessary for employee or public safety, or the protection of property or the environment.

12.9.3. Contractor shall take the necessary action(s) to avoid any like failures in the future.

Addendum A to the Special Terms and Conditions

Contractor Insurance Requirements

Procurement Officer to verify and add the appropriate Insurance Requirements from the Risk Management website, available at the following link:

https://staterisk.az.gov/insurance/insurance-modules

Also review Attachment 07 Letter of Insurability

Addendum B to the Special Terms and Conditions

Warranties and Requirements Related to
Arizona Information Security Statewide Policies, Standards, and Procedures

1. Security Standards
   1.1. Security of the State's systems and Data are of **utmost** importance to the State. In order to assure security from a personnel and operations perspective, Contractor shall comply with all requirements, in their entirety, as described in the statewide enterprise architecture; statewide Information Technology security policies, standards, and procedures; and any applicable agency-specific Information Technology security policies, standards, and procedures.
   1.2. Contractor shall follow the correct, current version of these policies, standards, and procedures established by the Arizona Department of Homeland Security (AZDOHS) pursuant to their authority under A.R.S. Title 41, Chapter 41. The current website for these policies, standards, and procedures is: Information Technology Policies, Standards and Procedures. Note that this link is provided for convenience only.
   1.3. For security reasons, some state facilities require non-state personnel to have escorts. If required by the state facility, Contractor personnel shall only be allowed inside of a State facility if accompanied by an escort designated by the State. This is applicable in Correctional facilities, Public Safety facilities, State Lottery, and other facilities as designated by the State.

2. Security Framework
   2.1. The State of Arizona information security policies and standards follow the National Institute of Standards and Technology (NIST) SP 800-53 Rev. 5 Security and Privacy Guidelines may currently be located at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf.
   2.2. The State has established a process to assess risk associated with storing, processing and/or transmitting State of Arizona Data with external, non-State of Arizona entities. The Arizona Risk and Authorization Management Program (AZRamp) was developed to ensure State and contractors meet these requirements. All contractors responding to State solicitations must successfully complete the AZRamp risk assessment based upon the Data classification involved as determined by the Data owner and AZDOHS Cyber Command. Failure to successfully complete AZRamp assessment will be deemed as breach of contract.
   2.3. In the State's sole discretion, the State may also accept current FedRamp and StateRamp certifications as evidence that the Contractor has met the State's risk assessment requirements.

2.4. Other forms of Cybersecurity Frameworks (CSF), Trust Documents, Self-Attestations, including, but not limited to, ISO/IEC, SOC 2 & 3, PCI, or HIPAA reports of compliance, may be reviewed as part of the State's risk assessment, but are not exclusive or conclusive evidence that the Contractor has met the State's risk assessment requirements.

3. Additional Security Requirements

3.1. Contractor shall comply with all security requirements requested by the State.

3.2. If an Arizona Risk and Authorization Management Program (AZRamp) is required, it will generally follow these steps, each of which shall be completed by the Contractor upon request by the State:

3.2.1. Contractor shall submit a completed Arizona Baseline Infrastructure Security Controls Prerequisite assessment spreadsheet with its Offer. The Arizona Baseline Infrastructure Security Controls Prerequisite assessment spreadsheet as found at: https://azdohs.gov/sites/default/files/arizona_baseline_security_controls_pre-requisite__0_0.xls, and mitigate gaps or install compensating controls for any issues of concern identified by State.

3.2.2. Contractor shall provide Information Security documentation for the AZRamp assessment to include System Security Plan (SSP), Written Information Security Programs (WISP), or supporting written IT policies for review of the assessment.

3.2.3. Note regarding the confidential treatment of Contractor information:

3.2.3.1. The State of Arizona seeks a partnership with our supporting vendors, therefore, Non-Disclosure Agreements (NDA) for release to review submitted SSPs, WISPs, or written IT policies will not be considered.

3.2.3.2. Submitted SSPs, WISPs, or written IT policies are deleted and not retained after AZRamp Authorization is granted.

3.2.3.3. Procedures for submission of documents considered confidential or proprietary are identified within this RFP.

3.2.3.4. Special secure transfer of documents related to this AZRamp review process may be made by contacting: GRC@AZDOHS.gov to make special arrangements for the transfer of these documents.

3.2.4. If applicable to this Solicitation, Contractor shall complete and submit with the Offer an unedited and signed State of Arizona Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (BAA).

3.2.5. All contract awards are contingent on the successful completion of the AZRamp 125 Low Impact (public information) or the AZRamp 325 Moderate (Confidential, PII, or PHI) Impact Control spreadsheet titled "Arizona Infrastructure Security Controls 2017 (Excel)," to be determined by the Enterprise Security, Privacy & Risk Compliance team. Low (Column E) and Moderate (Column F) Impact controls spreadsheet can be located here: https://azdohs.gov/sites/default/files/arizona_baseline_security_controls_2017_v2_0_0.xls.

3.3. The State reserves the right to conduct risk assessments, vulnerability assessments, black-box penetration tests or hire a third party to conduct risk assessments, vulnerability assessments, and black-box penetration tests of the Contractor's environment. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all flaws deemed serious by the State when discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control(s).

3.4. Upon request, Contractor shall submit copies of system logs from Contractor's environment to the State of AZ security team in the format requested to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

3.5. Contractor shall comply with all applicable State and Federal laws and regulations, including, but not limited to, the following (please note that the links are provided for convenience only and may change):

3.5.1. State of Arizona statewide policies, standards and procedures: https://azdohs.gov/information-technology-it-policies-standards-and-procedures;

3.5.2. Federal Information Security Modernization Act of 2014 (FISMA): https://csrc.nist.gov/topics/laws-and-regulations/laws/fisma;

3.5.3. OMB Circular A-130: https://www.federalregister.gov/documents/2016/07/28/2016-17872/revision-of-omb-circular-no-a-130-managing-information-as-a-strategic-resource;

3.5.4. National Cyber Strategy of the United States of America: https://www.cisa.gov/executive-order-strengthening-cybersecurity-federal-networks-and-critical-infrastructure;

3.5.5. Health Insurance Portability and Accountability Act (HIPAA) including Business Associate Agreement/ Health Information Technology for Economic and Clinical Health Act (HITECH): https://www.hhs.gov/hipaa/index.html;

3.5.6. Tax Information Security Guidelines For Federal, State and Local Agencies: Safeguards for Protecting Federal Tax Returns and Return Information (I.R.S. Publication 1075): https://www.irs.gov/pub/irs-pdf/p1075.pdf;

3.5.7. Criminal Justice Information Services Security Policy (CJIS): https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center;

3.5.8. Centers for Medicare & Medicaid Services (CMS), Minimum Acceptable Risk Standards for Exchanges (MARS-E): https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/2-MARS-E-v2-0-Minimum-Acceptable-Risk-Standards-for-Exchanges-11102015.pdf;

3.5.9. A.R.S. §18-104 - Arizona Department of Administration, Arizona Strategic Enterprise Technology (ADOA-ASET), Powers and duties of the agency: https://www.azleg.gov/arsDetail/?title=18;

3.5.10. A.R.S. §41-4282 - Statewide Information Security and Privacy Office (SISPO): https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/04282.htm

3.5.11. A.R.S. §18-551 - Definitions Information Security Including PII: https://www.azleg.gov/ars/18/00551.htm;

3.5.12. A.R.S. §18-552 - Notification of security system breaches; requirements; enforcement; civil penalty; preemption; exceptions: https://www.azleg.gov/ars/18/00552.htm;

3.5.13. Arizona Executive Order 2008-10 – Mitigating Cyber Security Threats: https://aset.az.gov/node/428;

3.5.14. SIPC Memorandum of Understanding (MOU): https://www.sipc.org/about-sipc/;

3.5.15. State Environmental policies: https://azdeq.gov/LawsAndRules;

3.5.16. Family Education Rights Privacy Act (FERPA): https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html?src=rn;

3.5.17. Driver's Privacy Protection Act (DPPA): https://azdot.gov/motor-vehicles/driver-services/driver-license-information/motor-vehicle-records;

3.5.18. Incident Response Reporting program and system: https://azdohs.gov/sites/default/files/p8240-incident-response-planning_0.pdf;

3.5.19. State of Arizona Library, Archives and Public Records, Records Management Division, General Retention Schedules https://azlibrary.gov/branches/archives-records-management; and

3.5.20. Payment Card Industry (PCI) Security Standards including but not limited to Supplemental Documents, Information Supplements and Validation Requirements: https://www.pcisecuritystandards.org.

Uniform Terms and Conditions 10.5

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.

1.2. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.

1.3. "Contract" means the combination of the Solicitation, including the Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.5. "Contractor" means any person who has a Contract with the State.

1.6. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical Data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.7. "Days" means calendar days unless otherwise specified.

1.8. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

1.9. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.10. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.11. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.12. "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.13. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.15. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Materials or any Services required for the performance of the Contract.

1.16. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;
2.3.2. Uniform Terms and Conditions;
2.3.3. Statement or Scope of Work;
2.3.4. Specifications;
2.3.5. Attachments;
2.3.6. Exhibits; then
2.3.7. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each Subcontractor to retain any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities, and the Contractor's processes or services, at reasonable times for inspection of the facilities or Materials covered under this Contract as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor Materials testing shall constitute final acceptance of the Materials or Services. If the State determines non-compliance of the Materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation, stated in the Contract, or listed on the State's eProcurement system. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Continuous Improvement. Contractor shall recommend continuous improvements on an ongoing basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

3.9. Ownership of Intellectual Property

3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2. any elements of derivative work of such pre-existing Materials that was not created pursuant to the Contract are not part of that work product; and

3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.11. Federal Immigration and Nationality Act. Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, Contractor shall flow down this requirement to all Subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension or debarment of the contractor.

3.12. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.13. Offshore Performance of Work involving Data is Prohibited. Any Services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to Data shall be performed within the defined territories of the United States.

3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

3.15. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.

3.15.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.

3.15.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services.

3.16. Certifications Required by State Law.

3.16.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq*. and will refrain from any such boycott for the duration of this Contract.

3.16.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of Materials or Services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.4.3. Tax Indemnification. Contractor and all Subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.4.4. I.R.S. W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.5. Availability of Funds for the Next State Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State Fiscal Year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current State Fiscal Year until funds are made available for performance of this Contract.

4.6. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

4.6.1. Accept a decrease in price offered by the Contractor;
4.6.2. Cancel the Contract; or
4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services or Materials, directed by a person who is not specifically authorized by the Procurement Officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Procurement Officer as described in Arizona State Procurement Office Standard Procedure 002. The Contractor shall clearly list any proposed Subcontractors and the Subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss. The Contractor shall bear all loss of conforming Materials covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming Materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency).To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the Contractor or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, 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, officials, agents, employees, or volunteers.

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of Materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this paragraph shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither the Contractor nor State shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either the Contractor or State is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or Services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the Materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged, and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Be free from defects of material and workmanship;

7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing

warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.10. Performance in Public Health Emergency. Contractor warrants that it will:

7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1. Identification of response personnel by name;

7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq*., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

7.15. Survival of Rights and Obligations after Contract Expiration or Termination.

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.15.3. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or Services supplied under this Contract shall fully comply with the Contract. The delivery of Materials or Services or a portion of the Materials or Services that do not fully comply constitutes a breach of contract. On delivery of nonconforming Materials or Services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, Materials, documents, Data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, Materials or Services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring Materials or Services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

Exhibit E

CTR073702_Contract_Amendment_2

	Contract Amendment	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007
	Contract: CTR073702 Amendment: 2	
	Supplier: Columbia Capital Management LLC	
	Service: **Statewide Municipal/Financial Advisor Services**	

This Contract Amendment Number **2** to extend the Contract period of **September 16, 2026** through **September 15, 2027** is hereby executed in accordance with Section 3.2, Contract Extensions, Section 3.4, Signing of Contract Amendments, and Section 5.1, Contract Amendments, of the Special Terms and Conditions and is effective as of **July 22, 2026**.

RECITALS

The State and Supplier entered into that certain agreement title Master Service Agreement, effective as of **September 16, 2024** pursuant to which Supplier is to provide **Statewide Municipal/Financial Advisor Services.**

Thereafter contract amendment **1** to extend the contract period to **September 16, 2025** through **September 15, 2026** was executed on June 18, 2025.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Airport
ITEM #:	9.D
SUBJECT:	Approval of Acceptance of Seven (7) Federal Aviation Administration (FAA) Grants & Seven (7) Arizona Department of Transportation (ADOT) Grant Applications as Follows: 1) Grant #3-04-0030-061-2026 for Hangar Development Phase Two (2) in the Amount of $2,968,750.00, and ADOT Application for $78,125.00; 2) Grant #3-04-0030-062-2026 for Construction of a Wash Rack in the Amount of $300,000.00, and ADOT Application for $7,895.00; 3.) Grant #3-04-0030-063-2026 for Southwest Ramp Reconstruction Phase One (1) in the Amount of $273,160.00, and ADOT Application for $7,188.00; 4) Grant #3-04-0030-064-2026 for Vehicle Service Road Phase One (1) in the Amount of $175,000.00, and ADOT Application for $4,605.00; 5) Grant #3-04-0030-065-2026 for Environmental Assessment for Runway 3R-21L Extension in the Amount of $967,551.00, and ADOT Application for $25,462.00; 6) Grant #3-04-0030-066-2026 for Taxiway 'F' Realignment Phase Two (2) in the Amount of $2,210,805.00, and ADOT Application for $58,179.00; 7) Grant #3-04-0030-67-2026 for Vehicle Transmitters in the Amount of $173,280.00, and ADOT Application for $4,560.00. The total amount of the FAA grants is $2,968,750.00, and the ADOT grant application amount is $78,125.00.

ITEM SUMMARY

This item is for the acceptance of Seven (7) Federal Aviation Administration (FAA) grants and seven (7) Arizona Department of Transportation (ADOT) applications for upcoming airport projects.

Grant #3-04-0030-061-2026 for Hangar Development Phase 2. This phase will be for the design and construction of new hangars for aircraft storage in several locations within the airport boundary. This project will assist in the airports ability to be as self-sustaining as possible, by generating new revenue. The total amount of the FAA grant is $2,968,750.00, and the ADOT grant application amount is $78,125.00.

Grant #3-04-0030-062-2026 for construction of a new Stormwater Pollution Prevention Plan (SWPPP)-compliant aircraft wash rack to be located in the vicinity of the City's hangar complex. This wash rack will support based tenants and assist with the airport's environmental compliance program. The total amount of the FAA grant is $300,000.00, and the ADOT grant application amount is $7,895.00.

Grant #3-04-0030-063-2026 for the first phase (design and environmental clearance) of the southwest ramp reconstruction, fencing, and erosion control and soil stabilization project. This ramp supports multiple commercial tenants and provides access to the airport's crosswind runway 12-30. The total amount of the FAA grant is $273,160.00, and the ADOT grant application amount is $7,188.00.

Grant #3-04-0030-064-2026 for the first phase (alignment and 30% design) of the vehicle service road. The airport does not have a complete vehicle service road that allows access from one side of the secured airfield to the other. This causes movement area crossings by airport vehicular operations, and tenant vehicular operations, and can create fueling delays and/or incursions that would otherwise be avoided. The total amount of the FAA grant is $175,000.00, and the ADOT grant application amount is $4,605.00.

Grant #3-04-0030-065-2026 for the environmental assessment of the primary runway shift and extension project. This project will identify any environmental impacts associated with the proposed runway shift and extension. The total amount of the FAA grant is $967,551.00, and the ADOT grant application amount is $25,462.00.

Grant #3-04-0030-066-2026 for the second phase of taxiway 'F' realignment and a portion of taxiway 'D' reconstruction. Phase two delivers enabling components necessary to advance the project, through site mobilization, grading activities, stormwater improvements and preparatory paving. This project will improve taxiway geometry and reduce the risk of runway incursions. The total amount of the FAA grant is $2,210,805.00, and the ADOT grant application amount is $58,179.00.

Grant #3-04-0030-067-2026 for vehicle transmitters. The objective of this project is to procure and install Vehicle-Mounted Area Transmitters (VMATs) on authorized airport operations and maintenance vehicles, to improve situational awareness and location of vehicles within movement and non-movement areas of the airport. The project supports the safe and efficient operation of airport vehicles by providing real-time location of vehicles to air traffic controllers. The total amount of the FAA grant is $173,280.00, and the ADOT grant application amount is $4,560.00.

BACKGROUND

The Federal Aviation Administration (FAA) assists the nation's airports with funding for planning, design, environmental and construction projects under the Airport Improvement Program. Similarly, the Arizona Department of Transportation (ADOT) assists the state's airports by funding half of the local match of the FAA projects, among other things.

Total cost of these projects is $7,440,575.00. The FAA reimburses up to 95% of eligible project costs, which totals $7,068,546.00, and ADOT matches 2.5%, which totals $186,014.00. The city's local match is also 2.5%, which totals $186,014.00.

FINANCIAL IMPACT

The City match for all seven (7) grants is $186,014.00 (2.5%). Funds are available in the Airport Fund, which may be supported by the General Fund, and budgeted for City fiscal year 2027.

RECOMMENDED ACTION

1) MOVE to accept Grant #3-04-0030-061-2026, associated ADOT application, and anticipated matching grant; 2) MOVE to accept Grant #3-04-0030-062-2026, associated ADOT application, and

anticipated matching grant; 3) MOVE to accept Grant #3-04-0030-063-2026, associated ADOT application, and anticipated matching grant; 4) MOVE to accept Grant #3-04-0030-064-2026, associated ADOT application, and anticipated matching grant; 5) MOVE to accept Grant #3-04-0030-065-2026, associated ADOT application, and anticipated matching grant; 6) MOVE to accept Grant #3-04-0030-066-2026, associated ADOT application, and anticipated matching grant; and 7) MOVE to accept Grant #3-04-0030-067-2026, associated ADOT application, and anticipated matching grant

ATTACHMENTS

1. FAA_061-2026_Hangar Dev. Ph.2
2. FAA_062-2026_Wash Rack
3. FAA_063-2026_SW Apron
4. FAA_064-2026_VSR
5. FAA_065-2026_3R-21L RWY EXT EA
6. FAA_066-2026_TWY F Relocation Ph. 2
7. FAA_067-2026_VMATs
8. 1. ADOT Match Hangar Dev. Ph. 2
9. 2. ADOT Match Wash Rack
10. 3. ADOT Match SW Apron
11. 4. ADOT Match VSR
12. 5. ADOT Match 3R-21L RWY EXT EA
13. 6. ADOT Match TWY F Relocation Ph. 2
14. 7. ADOT Match VMATs

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☐ No ☒ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☒ Yes ☐ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☒ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to ____ % as approved by ____ (the Cognizant Agency) on ____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project is shown on the recently submitted (11/13/2025) Airport Layout Plan and a Categorical Exclusion (CATEX) was completed for phase 2.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes the project is within Airport Property and is shown on the submitted Approved Airport Layout Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes the project is within Airport Property and adjacent to commercial development and existing airport hangars.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The project is within Airport Property and is shown on the recently submitted (11/13/2025) Airport Layout Plan.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable, project is already within the Airport Boundary.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable, project is already within the Airport Boundary.

---

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number: 3-04-0030-061-2026
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense	14,029		
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	270,000		
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	2,840,971		
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)	$ 3,125,000		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)	$ 3,125,000		
19. Federal Share requested of Line 18	2,968,750		
20. Grantee share	78,125		
21. Other shares	78,125		
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 3,125,000		

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	78,125
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	78,125
25. Other Shares	**Amount**
a. State	78,125
b. Other	
c. **TOTAL** - Other Shares	$ 78,125
26. TOTAL NON-FEDERAL FINANCING	$ 156,250

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Hangar Development Phase 2

AIRPORT: Prescott Regional Airport - Ernest A. Love Field

1. Objective:

This project is for the design and construction new, sponsor-owned hangars for aircraft storage in multiple locations within the airport boundary. This project will assist in the airports ability to be as self-sustaining as possible by generating new revenue.

2. Benefits Anticipated:

The project will assist the airport in relieving a two-year wait list for t-hangars and a twenty-year wait list for box hangar space at the airport. It will also generate new revenue to the airport, as we continue to be as self-sustaining as possible.

3. Approach: (See approved Scope of Work in Final Application)

The intent of the plans and specifications is to prescribe complete work for the described project, which a contractor will perform in a manner acceptable to the City of Prescott, Airport Director, and in full compliance with the terms of the contract.

Unless otherwise specified in the Special Provisions, the contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, but no limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.

4. Geographic Location:

Site 1: 34° 39’ 33.30” N 112° 25’ 9.13”W
Site 2: 34° 39’ 31.07” N 112° 25’ 20.46”W
Site 3: 34° 39’ 24.29” N 112° 25’ 23.31”W

5. If Applicable, Provide Additional Information:

6. Sponsor’s Representative: (include address & telephone number)

John Kuebrich, Capital Projects Manager
6630 Airport Avenue, Prescott, AZ 86301
(928) 777-1114 ext. 4665

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☐ No ☒ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☒ Yes ☐ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☒ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to ____ % as approved by ____ (the Cognizant Agency) on ____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project area is shown on the recently submitted and pending (11/13/2025) Airport Layout Plan and a Categorical Exclusion (CATEX) was completed.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes the project is within the existing airport boundary and is shown on the pending (11/13/2025) Airport Layout Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes the project is located on an existing ramp within the existing airport boudnary and shown on the pending ALP.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

This project will be to construct a wash rack on the airports existing north ramp It is currently located within the existing airport boundary and is shown on the recently submitted (11/13/2025) pending Airport Layout Plan.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable, project location is already within the Airport Boundary.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable, project location is already within the Airport Boundary.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number: 3-04-0030-062-2026
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	17,691		
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	298,099		
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)	$ 315,790		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)	$ 315,790		
19. Federal Share requested of Line 18	300,000		
20. Grantee share	7,895		
21. Other shares	7,985		
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 315,790		

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	7,895
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 7,895
25. Other Shares	**Amount**
a. State	7,895
b. Other	
c. **TOTAL** - Other Shares	$ 7,895
26. TOTAL NON-FEDERAL FINANCING	$ 15,790

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Construct Wash Rack

AIRPORT: Prescott Regional Airport - Ernest A. Love Field

1. Objective:

This project will construct a new SWPPP compliant wash rack located on the airport's existing North Ramp.

2. Benefits Anticipated:

To allow for a SWPPP compliant wash rack adjacent to the north aircraft ramp area. This wash rack will service multiple tenants and assist with the airport's environmental compliance program.

3. Approach: (See approved Scope of Work in Final Application)

The intent of the plans and specifications is to prescribe complete work for the described project, which a contractor will perform in a manner acceptable to the City of Prescott, Airport Director, and in full compliance with the terms of the contract.

Unless otherwise specified in the Special Provisions, the contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, but no limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.

4. Geographic Location:

34° 39’ 34.54” N 112° 25’ 12.61”W

5. If Applicable, Provide Additional Information:

6. Sponsor’s Representative: (include address & telephone number)

John Kuebrich, Capital Projects Manager, Prescott Regional Airport - Ernest A. Love Field
6630 Airport Avenue, Prescott, AZ 86301
(928) 777-1114 ext. 4665

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☐ No ☒ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☒ Yes ☐ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☒ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to ____ % as approved by ____ (the Cognizant Agency) on ____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project area is shown on the recently submitted and pending (11/13/2025) Airport Layout Plan and a Categorical Exclusion (CATEX) was completed.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes the project is within the existing airport boundary and is shown on the pending (11/13/2025) Airport Layout Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes the project is an existing ramp located within the existing airport boudnary and shown on the pending ALP.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

The project is reconstructing an existing ramp on the airports southwest side of the property. It is currently located within the existing airport boundary and is shown on the approved Airport Layout Plan. Refer to Exhibit "A".

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable, project location is already within the Airport Boundary.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

Not applicable, project location is already within the Airport Boundary.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number: 3-04-0030-063-2026
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense	14,030		14,030
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	273,507		273,507
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)	$ 287,537		$ 287,537
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)	$ 287,537		$ 287,537
19. Federal Share requested of Line 18	273,160		273,160
20. Grantee share	7,189		7,189
21. Other shares	7,188		7,188
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 287,537		$ 287,537

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	7,189
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	7,189
25. Other Shares	**Amount**
a. State	7,188
b. Other	
c. **TOTAL** - Other Shares	$ 14,377
26. TOTAL NON-FEDERAL FINANCING	

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Reconstruct SW Apron Phase 1

AIRPORT: Prescott Regional Airport - Ernest A. Love Field

1. Objective:

This project is for the design of the reconstruction of the existing Southwest aircraft parking ramp. It will also include design of security fencing realignment and soil stabilization around the aircraft parking ramp. This ramp services multiple tenants and provides access to the airport's crosswind runway 12-30.

2. Benefits Anticipated:

Due to condition of existing apron, this reconstruction will service multiple tenants, realign security fencing and soil stabilization around the aircraft parking ramp.

3. Approach: (See approved Scope of Work in Final Application)

The consultant shall prepare complete plans, specifications, cost estimates, and supporting documentation for the project in a manner acceptable to the City of Prescott and the Airport Director. The design shall comply with all applicable Federal Aviation Administration (FAA), state, and local requirements, as well as grant assurances and airport design standards.

Unless otherwise directed by the City, the consultant shall furnish all professional services, labor, technical expertise, coordination, analyses, surveys, engineering, drafting, and other resources necessary to develop a complete and constructible design package. The consultant shall coordinate with City staff and applicable stakeholders throughout the design process and provide all deliverables required to support future project bidding and construction.

4. Geographic Location:

34° 39’ 6.21” N 112° 25’ 44.27”W

5. If Applicable, Provide Additional Information:

6. Sponsor’s Representative: (include address & telephone number)

John Kuebrich, Capital Projects Manager
6630 Airport Ave., Prescott, AZ 86301
(928) 777-1114 ext. 4665

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☐ No ☒ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☒ Yes ☐ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☒ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project area is shown on the recently submitted (11/13/2025) Airport Layout Plan.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes the project is within the existing airport boundary and is shown on the submitted Airport Layout Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes the project is located within the existing airport boudnary and shown on the submitted ALP.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The design project is for improvements to the vehicle service road. It is currently located within the existing airport boundary and is shown on the recently submitted (11/13/2025) Airport Layout Plan.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable, project location is already within the Airport Boundary.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable, project location is already within the Airport Boundary.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number: 3-04-0030-064-2026
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	184,210		
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)	$ 184,210		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	184,210		
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)	$ 184,210		
19. Federal Share requested of Line 18	175,000		
20. Grantee share	4,605		
21. Other shares	4,605		
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 184,210		

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	4,605
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 4,605
25. Other Shares	**Amount**
a. State	4,605
b. Other	
c. **TOTAL** - Other Shares	$ 4,605
26. TOTAL NON-FEDERAL FINANCING	$ 9,210

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Improve Vehicle Service Road Phase 1 (Design)

AIRPORT: Prescott Regional Airport - Ernest A. Love Field

1. Objective:

This project is for the design to improve the airports vehicle service road that is located within the current airport boundary.

2. Benefits Anticipated:

Currently the airport does not have a vehicle service road that allows access from one side of the secure airfield to the other. This causes movement area crossings by airport vehicular operations, and tenant vehicular operations. This can create fueling delays, along with potential incursions that would otherwise be avoided. This project will allow improvements to be made to extend the existing vehicle service road to connect the east side of the airfield to the west side of the airfield without having to enter into the movement areas.

3. Approach: (See approved Scope of Work in Final Application)

The intent of the plans and specifications is to prescribe complete work for the described project, which a contractor will perform in a manner acceptable to the City of Prescott, Airport Director, and in full compliance with the terms of the contract.

Unless otherwise specified in the Special Provisions, the contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, but no limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.

4. Geographic Location:

Site 1: 34° 38’ 50.00” N 112° 25’ 46.61”W
Site 2: 34° 38’ 32.19” N 112° 24’ 57.36”W
Site 3: 34° 39’ 20.95” N 112° 24’ 57.03”W

5. If Applicable, Provide Additional Information:

6. Sponsor’s Representative: (include address & telephone number)

John Kuebrich, Capital Projects Manager
6630 Airport Avenue, Prescott, AZ 86301
(928) 777-1114 ext. 4665

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☐ No ☒ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☒ Yes ☐ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☒ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to ____ % as approved by ____ (the Cognizant Agency) on ____ (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project is shown on the recently submitted (11/13/2025) Airport Layout Plan.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes the project is within Airport Property and is shown on the submitted Airport Layout Plan.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes the project is within Airport Property.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The project is shown on the recently submitted (11/13/2025) Airport Layout Plan.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable, sponsor owned land.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable, sponsor owns land.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number: 3-04-0030-065-2026
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	1,018,475		1,018,475
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)	$ 1,018,475		$ 1,018,475
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	1,018,475		1,018,475
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)	$ 1,018,475		$ 1,018,475
19. Federal Share requested of Line 18	967,551		967,551
20. Grantee share	25,462		25,462
21. Other shares	25,462		
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 1,018,475		$ 1,018,475

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	25,462
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	$ 25,462
25. Other Shares	**Amount**
a. State	25,462
b. Other	
c. **TOTAL** - Other Shares	$ 50,924
26. TOTAL NON-FEDERAL FINANCING	$ 50,924

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: EA Runway Shift and Extension

AIRPORT: Prescott Regional Airport - Ernest A. Love Field

1. Objective:

This project is for the environmental study associated with a shift and extension of the airport's primary runway, 3R/21L.

2. Benefits Anticipated:

This project will determine the environmental impacts for the airports runway shift and extension, and if any finding occur a plan to resolve those findings in order to relieve the existing constraints on the airfield.

3. Approach: (See approved Scope of Work in Final Application)

The intent of the plans and specifications is to prescribe complete work for the described project, which a contractor will perform in a manner acceptable to the City of Prescott, Airport Director, and in full compliance with the terms of the contract.

Unless otherwise specified in the Special Provisions, the contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, but no limited to, dust and traffic control measures, and to perform all work involved in executing the contract in a satisfactory and workmanlike manner within the specified time.

4. Geographic Location:

34 40’ 9.83” N 112 24’ 13.06”W

5. If Applicable, Provide Additional Information:

6. Sponsor’s Representative: (include address & telephone number)

John Kuebrich, Capital Projects Manager
6630 Airport Avenue, Prescott, AZ 86301
(928) 777-1114 ext. 4665

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project is within the existing Airport boundary.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

Yes

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

N/A

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

This project is within the Airport boundry. Please refer to Exhibit "A"

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

This project is within the Airport boundry. Please refer to Exhibit "A"

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit “A”. [1]

This project is within the Airport boundry. Please refer to Exhibit "A"

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number: 3-04-0030-066-2026
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	67,164		
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement	2,259,999		
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)	$ 2,327,163		
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)	$ 2,327,163		
19. Federal Share requested of Line 18	2,210,805		
20. Grantee share	58,179		
21. Other shares	58,179		
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 2,327,163		

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	58,179
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	
25. Other Shares	**Amount**
a. State	58,179
b. Other	
c. **TOTAL** - Other Shares	$ 116,358
26. TOTAL NON-FEDERAL FINANCING	$ 116,358

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Taxiway F Realignment

AIRPORT: Prescott Regional Airport - Ernest A. Love Field

1. Objective:

The objective of Phase 1 is to initiate the Taxiway Foxtrot Realignment project through site mobilization, grading activities and preparatory paving to prepare the airfield for construction, supporting improvements to taxiway geometry and reducing the risk of runway incursions.

2. Benefits Anticipated:

Phase 1 delivers the foundational improvements necessary to advance the Taxiway Foxtrot Realignment project, enabling critical safety enhancements by preparing the site for construction. These efforts support the reduction of runway incursion risk, simplify aircraft ground movements, and position the Airport to improve overall operational efficiency and capacity.

3. Approach: (See approved Scope of Work in Final Application)

Phase 1 will be executed through a coordinated construction effort focused on contractor mobilization, site grading, storm water improvements and preliminary paving within the defined project area. Work will be sequenced to maintain safe and continuous airfield operations, including close coordination with Airport Operations and Air Traffic Control. Temporary safety measures, phasing plans, and communication protocols will be implemented to minimize operational impacts while preparing the site for subsequent construction phases.

4. Geographic Location:

34° 38' 57.67"N
112° 25' 23.38"W

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

John Kuebrich - Capital Projects Manager, Prescott Regional Airport - Ernest A. Love Field
6630 Airport Avenue, Prescott AZ, 836301
(928) 777-1114 ext. 4665

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

Item 1.
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

Item 2.
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

Item 3.
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

Item 4.
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

Item 5.
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

Item 6.
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Yes.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

N/A.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

No exceptions, encumbrances, and adverse interests. Project is for vehicle transmitters assoicated with the VMAT grant.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

There is no construction work associated with this project, as it is for equipment.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

This is for equipment, and there is no design or construction work associated with the project.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	3-04-0030-067-2026
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment	182,400		182,400
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)	$ 182,400		$ 182,400
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)	$ 182,400		$ 182,400
19. Federal Share requested of Line 18	173,280		173,280
20. Grantee share	4,560		4,560
21. Other shares	4,560		4,560
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 182,400		$ 182,400

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. **Total**	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	4,560
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. **TOTAL** - Grantee share	4,560
25. Other Shares	**Amount**
a. State	4,560
b. Other	
c. **TOTAL** - Other Shares	4,560
26. TOTAL NON-FEDERAL FINANCING	$ 9,120

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Vehicle Transmitters

AIRPORT: Prescott Regional Airport - Ernest A. Love Field

1. Objective:

The objective of this project is to procure and install Vehicle-Mounted Area Transmitters (VMATs) on authorized airport operations and maintenance vehicles to enhance airfield communications and improve situational awareness within movement and non-movement areas of the airport. The project supports the safe and efficient operation of airport vehicles by providing continuous access to air traffic control communications and improving coordination between airport personnel and aircraft operating on the airfield.

2. Benefits Anticipated:

The project will enhance airfield safety and operational efficiency by improving communications between airport vehicles and Air Traffic Control. Benefits include reduced risk of runway incursions, improved coordination during daily operations and emergencies, and increased situational awareness for personnel operating within the Airport Operations Area.

3. Approach: (See approved Scope of Work in Final Application)

The airport will procure FAA-compatible Vehicle-Mounted Area Transmitter equipment through established procurement procedures in accordance with federal, state, and local requirements. The VMAT units will be installed in designated airport operations, maintenance, and emergency response vehicles authorized to access the airfield. Following installation, equipment will be tested to verify proper operation and compatibility with existing airfield communication systems. Airport personnel will receive any necessary training regarding the use and maintenance of the equipment. The project will be completed in accordance with FAA Airport Improvement Program (AIP) requirements and applicable airport operating standards.

4. Geographic Location:

34° 39' 16"N
112° 25' 11"W

5. If Applicable, Provide Additional Information:

N/A.

6. Sponsor's Representative: (include address & telephone number)

John Kuebrich - Capital Projects Manager
6630 Airport Ave., Prescott, AZ 86301
(928) 777-1114 Ext. 4665

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

August 17, 2026

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-061-2026 for Hangar Development Phase 2**. The project name in the **ACIP is "Hangar Development – Phase 2".** This grant was funded with **Infrastructure Investment and Job Act (IIJA) funds.**

The total cost of this project is $3,125,000.00. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	**$3,125,000.00**
FAA Grant 3-04-0030-061-2026 (95%)	**$2,968,750.00**
Federal State Match (2.5%)	**$ 78,125.00**
Local (City of Prescott) Match (2.5%)	**$ 78,125.00**

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Manager

CC:
Richard Crider, AAE, Airport Director
City of Prescott, Finance Department

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

August 17, 2026

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-062-2026 for Construct Wash Rack**. The project name in the **ACIP is "Wash Rack (Construction)".** This grant was funded with **Infrastructure Investment and Job Act (IIJA) funds.**

The total cost of this project is $315,790.00. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	**$315,790.00**
FAA Grant 3-04-0030-062-2026 (95%)	**$300,000.00**
Federal State Match (2.5%)	**$ 7,895.00**
Local (City of Prescott) Match (2.5%)	**$ 7,895.00**

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Manager

CC:
Richard Crider, AAE, Airport Director
City of Prescott, Finance Department

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

August 17, 2026

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-063-2026 for Phase 1 of Reconstruction of Southwest Apron**. The project name in the **ACIP is "Southwest Ramp Reconstruction Phase 1".** This grant was funded with **Primary Entitlements.**

The total cost of this project is $287,538.00. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	**$287,538.00**
FAA Grant 3-04-0030-063-2026 (95%)	**$273,160.00**
Federal State Match (2.5%)	**$ 7,189.00**
Local (City of Prescott) Match (2.5%)	**$ 7,189.00**

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Manager

CC:
Richard Crider, AAE, Airport Director
City of Prescott, Finance Department

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

August 17, 2026

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-064-2026 for Improve Vehicle Service Road Phase 1**. The project name in the **ACIP is "Vehicle Service Road – Phase 1 (VSR Alignment + 30% Design)".** This grant was funded with **Primary Entitlements.**

The total cost of this project is $184,211.00. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	**$184,211.00**
FAA Grant 3-04-0030-064-2026 (95%)	**$175,000.00**
Federal State Match (2.5%)	**$ 4,605.00**
Local (City of Prescott) Match (2.5%)	**$ 4,606.00**

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Manager

CC:
Richard Crider, AAE, Airport Director
City of Prescott, Finance Department

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

August 17, 2026

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-065-2026 for EA Runway Shift and Extension**. The project name in the **ACIP is "RW 3R-21L Extension – Environmental Assessment".** This grant was funded with **Primary Entitlements.**

The total cost of this project is $1,018,475.00. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	**$1,018,475.00**
FAA Grant 3-04-0030-065-2026 (95%)	**$967,551.00**
Federal State Match (2.5%)	**$ 25,462.00**
Local (City of Prescott) Match (2.5%)	**$ 25,462.00**

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Manager

CC:
Richard Crider, AAE, Airport Director
City of Prescott, Finance Department

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

August 17, 2026

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-066-2026 for Taxiway F Realignment Phase 2**. The project name in the **ACIP is "TW F Realignment + TW D Reconstruction Between RW 12-30 and D3 – Phase 2 (Construction)".** This grant was funded with **Discretionary Funding.**

The total cost of this project is $2,327,163.00. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	**$2,327,163.00**
FAA Grant 3-04-0030-066-2026 (95%)	**$2,210,805.00**
Federal State Match (2.5%)	**$ 58,179.00**
Local (City of Prescott) Match (2.5%)	**$ 58,179.00**

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Manager

CC:
Richard Crider, AAE, Airport Director
City of Prescott, Finance Department

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

August 17, 2026

Ms. Sonia Pizano
Airport Grants Manager
Arizona Department of Transportation
Aeronautics Division
1801 W. Jefferson, Room B05, MD 426M
Phoenix, AZ 85007

sent by email to: spizano@azdot.gov

RE: Federal State Match

Dear Ms. Pizano,

This letter is to request the **State Match for Federal Grant 3-04-0030-067-2026 for Vehicle Transmitters**. The project name in the **ACIP is "Vehicle Transmitters for Airfield Vehicles".** This grant was funded with **Discretionary Funding.**

The total cost of this project is $182,400.00. The Federal Government will provide 95% of the funding. The local share is 2.5% and the State Share is 2.5%.

Total Project Amount	**$182,400.00**
FAA Grant 3-04-0030-067-2026 (95%)	**$173,280.00**
Federal State Match (2.5%)	**$ 4,560.00**
Local (City of Prescott) Match (2.5%)	**$ 4,560.00**

If you have any questions regarding or need further information, please do not hesitate to contact me directly.

Sincerely,

Christina Stapleton
Airport Manager

CC:
Richard Crider, AAE, Airport Director
City of Prescott, Finance Department

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Airport
ITEM #:	9.E
SUBJECT:	Approval of City Contract No. 2027-043 for the Lease of Property at 6543 Crystal Lane at Prescott Regional Airport — Ernest A. Love Field.

ITEM SUMMARY

This item is to declare the successful response to a Request for Proposals (RFP) and approve a new lease for a hangar located at Prescott Regional Airport - Ernest A. Love Field with Eagle Air Repair, LLC, an Arizona limited liability company. The term of the lease will be for four (4) years, with three (3), one (1)-year renewal options. The property is located at 6543 Crystal Lane, north of the Airport Terminal, and is to be used for commercial airport services. The property consists of 10,932 square feet of office/storage/hangar space and is adjacent to 78,791 sf of shared aircraft parking apron.

BACKGROUND

In July 2026, an RFP entitled "Request for Proposals of Airport Hangar at 6543 Crystal Ln. for Aircraft Maintenance/Repair, Flight Education and Training, and/or other Specialized Aviation Services at Prescott Regional Airport" was issued for 10,932 sf of office/storage/hangar space, and which sits adjacent to 78,791 sf of shared aircraft parking apron.

The purpose of the RFP was to 1) Enhance the commercial Aircraft Maintenance/Repair, Flight Education & Training, and/or other Specialized Aviation Service offerings at Prescott Regional Airport; 2) Provide such services for current PRC tenants and other pilots and aircraft owners in the surrounding region; and 3) Enhance revenue generation and financial self-sufficiency of the airport, as required in the City’s Airport Sponsor Grant Assurances.

Proposals were due on July 23, 2026, and only one was received — from Eagle Air Repair, LLC. Bids were reviewed as per city requirements. Eagle Air Repair, LLC's proposal was considered to be in accordance and compatible with the specific criteria outlined in the Request for Proposal.

The lease has an initial term of four (4) years, with three (3) one (1) year extensions.

Eagle Air Repair, LLC, has been an active and supportive sub-tenant at PRC since 2017 and has long-term plans and goals for growth at the Airport, as a business within the City of Prescott.

FINANCIAL IMPACT

Approval of this item will generate revenue for the Airport Enterprise Fund, initially at a rate of $134,463.60 annually, which includes $124,624.80 in base rent plus $9,838.80 for shared aircraft apron space and shared automobile parking space. Additionally, the tenant will be making approximately $19,000.00 in building improvements to this City-owned facility, within twelve (12) months. The base rent will be adjusted annually using the Consumer Price Index (CPI).

RECOMMENDED ACTION

MOVE to approve City Contract No. 2027-043

ATTACHMENTS

1. City Contract 2027-043_Hangar Lease 6543 Crystal Lane

AIRPORT LEASE AGREEMENT/CONTRACT

Lease of Airport Hangar at 6543 Crystal Lane

Contract No. 2027-043

THIS LEASE AGREEMENT (this "Agreement") is entered into this 1st of October, 2026, between the City of Prescott Regional Airport - Ernest A. Love Field, an Arizona municipal corporation (the "City" or "Lessor"), and Eagle Air Repair (the "Lessee").

1. RECITALS

The parties recite and declare:

A. Lessor is the owner of the airport know as Prescott Regional Airport – Ernest A. Love Field in Prescott, Yavapai County, Arizona, together with the improvements located thereon, referred to as the "Airport".

B. Lessee is engaged in the business of Flight Training Services, Aircraft Maintenance and Repair Services and related activities, and desires to use City facilities in the conduct of such business.

C. Lessor is willing to allow Lessee to use a portion of the Airport together with such rights and privileges as are set forth in this Agreement.

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

2. DESCRIPTION OF PROPERTY

2.1. LOCATION

The "Leased Premises" or "property" shall consist of that property located on Airport grounds generally described as 10,932 square feet of office, storage and hangar space, commonly known as 6543 Crystal Lane and more particularly described in Exhibit "A" to this Agreement, which is attached hereto and incorporated herein by reference.

3. TERM OF AGREEMENT

The duration of this Lease Agreement shall be for a period of four (4) years commencing on the 1st of October, 2026 and terminating on September 30, 2030. Lessee may extend the Term of this Lease for an additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Lessee formalized in writing at least sixty (60) days prior to lease end date. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

4. LEASE PAYMENT AND PAYMENT ADJUSTMENT

4.1. FEE

Lessee agrees to pay Lessor for the use of the leased premises, a Base Lease Fee of $10,385.40 monthly ($124,624.80 annually) and any applicable taxes. Payments shall be due and payable in advance of the first day of each month prior to the month to which it applies without further notice from the Airport or City. Failure to pay the amount of the monthly payment by the twentieth (20th) day of the month in which it is due shall be grounds for termination of this Agreement.

In addition to the monthly Base Lease Fee described above, Lessee agrees to pay the following initial and recurring fees, which may be amended by City Council from time to time:

A. Shared Common Apron @ $0.0417 per sq. ft. x 10,932 sq. ft. = $455.86 mo.

B. Shared Parking @ $0.0333 per sq. ft. x 10,932 sq. ft. = $364.04 mo.

4.2. RATES, FEES, AND CHARGES

Federal Aviation Administration guidelines require Prescott Regional Airport – Ernest A. Love Field to make the Airport as financially self-sustaining as possible. To the extent feasible, aeronautical facilities and/or services must be based on fair market value.

4.3. FEE ADJUSTMENTS

Effective as of each anniversary date of the commencement of the term, the Base Lease Fee shall be increased with an annual Consumer Price Index (CPI) adjustment based on CPI-Urban (all items in Phoenix-Mesa-Scottsdale, Arizona, all urban consumers, not seasonally adjusted) with no less than a three (3%) percent annual increase and no greater than a nine (9%) percent annual increase. Lessee shall continue paying the current Base Lease Fee until the increased Base Lease Fee has been calculated. Upon such calculation, Lessor shall give notice to Lessee of the new Base Lease Fee which shall be payable effective of the anniversary date. Lessee shall pay Lessor any shortage in Base Lease Fee accruing between the anniversary date and the date of notice.

4.4. LATE CHARGE

If Lessee fails to pay any amount of Base Lease Fee, Common Area Apron Fee, or Parking Fee, within five (5) days following the date the same became due and payable as provided in this Lease, Lessee shall pay to Lessor a late charge equal to the greater of:

A. Three Hundred Fifty Dollars ($350.00); or

B. twenty percent (20%) of such delinquent payment.

Lessor and Lessee agree that such late charge represents a reasonable estimate of additional administrative expenses incurred by Lessor in processing the delinquency. Provision herein for payment of the late charge shall not be construed to extend the date for payment of any sums required to be paid by Lessee hereunder or relieve Lessee of its obligation to pay all such sums at the times herein stipulated.

4.5. PRIORITY OF PAYMENTS

Notwithstanding anything to the contrary contained in this Lease, to the extent Lessee is in default of its obligations under this Lease beyond the expiration of any notice, grace, or cure periods, all payments made by Lessee and received by Lessor during such time may be applied, in Lessor's sole and absolute discretion, to any outstanding arrearages owed by Lessee to Lessor, irrespective of any payment characterization Lessee may designate for any such payment.

4.6. DEFAULT AND TERMINATION

A. Failure to pay Lease payments or any other properly imposed fee within ten (10) days after due date and after written notice of failure to pay has been served.

B. The filing of any petition under the Federal Bankruptcy Act or any amendment thereto, including a petition for re-organization.

C. The commandment of any proceeding for dissolution or for the appointment of a receiver.

D. The making of an assignment for the benefit of creditors.

E. Violation of any of the other terms or conditions of this Lease Agreement after written notice to cease and/or correct such violation has been served upon the Lessee by the Lessor, and after the Lessee has failed to correct such violation within thirty (30) days of service of such notice (or such later deadline as may be established in the Notice by the Lessee). Mailing notice by regular U.S. Mail, email to the designated representative for the Lessee as identified in the Contract Conditions, or personal service shall constitute "service" of notice. In the case of a violation which cannot with due diligence be cured within a period established, the Lessee may apply to the Lessor for an extension of time with which to cure said violation.

4.7. EFFECT OF DEFAULT

Default by the Lessee shall authorize the Lessor, at its sole option, to declare this Lease void, to cancel the same, and to re-enter and take possession of the leased premises.

5. CONTRACT CONDITIONS

5.1. LEGAL COMPLIANCE

Lessee shall comply with all applicable Federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances, directives, and policies, unless amended, including without limitation of the Federal Aviation Administration Advisory Circulars, Airport Rules and Regulations, Airport Policies, and Environmental Laws.

5.2. LAWFUL USE OF PREMISES

Lessee shall occupy, operate, and use the leased premises solely for aviation related activities as set forth in Exhibit "C", attached hereto and made a part hereof, and for no other purpose without prior written permission of the Airport Director. Lessee shall not use or permit or suffer the use of the premises for any other business, activity, or purpose. Use of the leased premises for any purpose not expressly allowed under this Lease Agreement is grounds for termination of this Agreement.

5.3. HANGAR USE

Hangar use shall be used solely for aeronautical purposes, flight education and training services, aircraft maintenance and repair, and other specialized aviation services. Hangar use shall not:

A. Impede the movement of other aircraft in and out of other hangars;

B. Displace the aeronautical contents of the hangar with the storage of vehicles, equipment and materials not essential to the aeronautical purposes described above;

C. Impede access to other aeronautical contents of the hangar; or

D. Violate building codes or local ordinances.

Lessee must submit a Lessor-approved written Hazardous Material Handling Plan in order to store any flammable material, including but not limited to explosives or other dangerous or hazardous materials, that are contained in or around the hangar.

5.4. SUBLEASE/SUBLEASING POLICY

Lessee shall not sublease the leased premises without the prior written permission of the Lessor. However, Lessee shall have the right, without requiring Lessor's consent, to assign this Lease or sublet any portions of the Premises (hereinafter collectively referred to as "Permitted Transfer") to

A. any corporation or entity which is owned by or affiliated with Lessee; or

B. any subsidiary of Lessee or Lessee's parent corporation, so long as the assignment or sublet is for aeronautical purposes and not in excess of the leased rate established herein. Lessee shall not be released from liability under this Lease as a result of such Permitted Transfer.

5.5. TITLE

Title to any building(s), structure(s), fixture, or improvements to the leased premises automatically vests with the Lessor upon termination of this Lease.

5.6. THIRD PARTY TRANSFERS FOR VALUE

Each time a Lessee sells, assigns, conveys, sublets or otherwise transfers for value more than 50% of the leased premises or interest in this Lease to another entity or person, then a conveyance fee equal to five (5%) percent of the sales price for the transferred interest shall be paid to the City, provided however, that in no event shall the conveyance fee be less than $15,000.00. "Permitted Transfers" as defined in the General Provisions, will not be assessed a transfer fee.

5.7. GRANT ASSURANCE 24 AND SELF-SUSTAINING FEES

Grant Assurance 24 requires an airport sponsor to maintain a fee structure for the facilities and services at the airport so it can be self-sustaining. The airport sponsor must set rates, charges, and lease payments in a manner that will ensure financial self-sustainability of the airport. Moreover, federal funds will not be included in rates basis for fees, rates and charges to airport users.

5.8. RIGHT OF INGRESS/EGRESS

Lessee, its employees, customers, passengers, guests, and other invitees, shall have the right of ingress to and egress from the leased premises. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery, and equipment reasonably required by such persons or organizations. The right of ingress and egress shall be exercised only in accordance with Airport Rules and Regulations, which are in effect and may be amended from time to time.

5.9. CONDITION OF PREMISES

Except as otherwise set forth herein, Lessor and Lessee acknowledge that the Premises, including the Common Areas, currently exist and are acceptable in such condition for their purposes under this Lease. Except as otherwise set forth herein, Lessee has inspected the Premises and shall accept the Premises in its current "AS IS, WHERE IS" condition. Lessee, upon the delivery of the Premises, shall at its sole cost and expense, [subject to the terms and provisions contained herein,] complete any Improvements that may be required for Lessee's use of the Premises (the "Initial Improvements"). All such work related to the Initial Improvements shall be performed in accordance with all applicable laws, building codes, Airport and Federal Aviation Administration standards. Delivery of possession of the Premises shall in no event be deemed to have occurred

until actual and exclusive physical possession of the Premises shall have been delivered to Lessee in a broom clean condition, free and clear of all prior leases, tenants and occupants and free and clear of all fixtures and other property including exterior signs of all prior tenants and occupants. Lessee's taking possession of the Premises shall be conclusive evidence of Lessee's acceptance thereof in good order and satisfactory condition. Lessee shall acknowledge taking possession of the Premises in writing, if requested by Lessor. Lessee agrees that Lessor has made no representations as to conformance with applicable laws with respect to the condition of the Premises or the presence or absence of Hazardous Materials in, at, under, or abutting the Premises. Lessee also agrees that no representations with respect to the condition of the Premises, no warranties or guaranties, expressed or implied, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, with respect to workmanship or any defects in material, and no promise to decorate, alter, repair, or improve the Premises either before or after the execution hereof, have been made by Lessor or its agents to Lessee unless the same are contained herein.

5.10. RIGHT TO ENTER

Lessor and its authorized representatives shall have the right to enter the Premises at all reasonable times during reasonable business hours for the purpose of showing the Premises to prospective purchasers or lenders. Lessee additionally shall permit Lessor, or its authorized representatives, to enter the Premises at all times during usual business hours (except in the case of an emergency, in which case Lessor may enter as reasonably necessary) to inspect the Premises, to perform its duties under this Lease, and to perform any work therein:

A. that may be necessary to comply with Legal Requirements;

B. that Lessor may deem reasonably necessary to prevent waste or deterioration of the Premises or the Airport;

C. that Lessor may deem necessary in connection with the repairs, maintenance, expansion, reduction, remodeling, or renovation of any portion of the Airport;

D. that may be reasonably necessary in connection with the installation, maintenance, and modification of any Utility Installations located within the Premises; and

E. any combination of the above.

Nothing herein contained shall be deemed to impose upon Lessor any obligation, responsibility, or liability whatsoever, for any care, maintenance, or repair except as otherwise herein expressly provided.

5.11. TENANT IMPROVEMENTS TO PREMISES

Tenant agrees, as outlined and proposed in Tenants Proposal for 6543 Crystal Lane Property Address, dated July 23, 2026, to make improvements to the premises totaling a minimum of approximately $19,000.00. Tenant to provide documentation and/or receipts for the incurred expenses. Failure to complete improvements referenced above by January 29, 2027, will result in an immediate and automatic termination of the Lease. Tenant may petition, in writing, if additional time is needed to make proposed improvements. Tenant may also submit evidence of internal labor for improvements to install materials, so long as they are within building code.

5.12. SURRENDER OF THE PREMISES

At the Expiration Date, Lessee shall remove all personal property from the Premises and surrender possession of the Premises to Lessor vacant and broom clean and otherwise in the same condition

as the Premises were required to be in upon the Required Completion Date, except ordinary wear and tear, condemnation, damage, or destruction, and any repair Lessor is obligated to perform pursuant to this Lease.

5.13. HOLDOVER

Lessor and Lessee acknowledge and agree that any failure of Lessee to surrender possession of the Premises on the Expiration Date shall result in substantial damages to Lessor, and that those damages are and will be impossible or impracticable to measure. Accordingly, if Lessee does not surrender possession of the Premises to Lessor as set forth herein, in addition to any other rights or remedies Lessor may have hereunder or at law, Lessee, at the option of Lessor, shall be deemed to be occupying the Premises from month-to-month, subject to such occupancy being terminated by either party upon at least thirty (30) days' written notice. In such event, Lessee shall pay to Lessor an amount equal to two (2) times the portion of the Base Lease Fee payable during the last month of the Lease Term, plus an amount equal to the Common Area and Parking fees which was payable by Lessee in the last full calendar year prior to the Expiration Date. No provision of this Lease shall be deemed to permit Lessee to retain possession of the Premises after the Expiration Date. Except as otherwise specifically stated in this Lease, all the terms and conditions of this Lease shall remain in effect following any extension, renewal, or holdover of the original Lease Term. Notwithstanding anything to the contrary set forth above, neither the Base Lease Fee, Common Area and Parking Fees, nor any of the other charges set forth hereunder shall be increased while Lessee holds over beyond the Expiration Date, if the parties are negotiating in good faith a renewal Lease. Negotiations for renewal may be terminated by either party at any time by written notice, and the increased lease imposed by the holdover provision of this Lease shall thereafter apply to any holdover period.

5.14. APPLICATION FOR UTILITIES

Lessee shall make all appropriate applications to the local utility companies at such times as shall be necessary to ensure that utilities are available at the Premises no later than the date Lessee occupies the Premises, and shall pay all required deposits, connection fees, and/or charges for meters within the applicable period set by the local utility company.

5.15. PAYMENTS BY LESSOR

A. Lessor shall be solely responsible for and promptly pay all charges for heat, water, electricity, sewer rents or charges, and any other utility used or consumed in the Premises or in providing heating and air-conditioning to the Premises, including in each instance, all sales and other taxes applicable to the sale or supply of such utilities, said responsibility commencing on the earlier to occur of:

   1. the Lease Commencement Date; or

   2. the date on which Lessor delivers the Premises to Lessee in the required condition and Lessee accepts such delivery in accordance with the terms and conditions of this Lease. Without limiting the foregoing, Lessee shall be responsible for all utilities used during the construction of the Initial Improvements. Lessee agrees to pay for the heating and/or cooling medium supplied by Lessor to the Premises and any other utility used or consumed at the Premises that Lessor elects or is required to supply or make available (such charges shall hereafter be referred to as "**Utility Charges**"),

B. If the local authority, municipality, utility, or other body collects for the water or sewerage or sanitary service and consumption, as aforesaid, Lessee covenants and agrees to pay the water and sewer rent charge (both minimum and otherwise) and any other tax, rent, levy,

connection fee or meter, or other charge which now or hereafter is assessed, imposed, or may become a lien upon the Premises, or the realty of which they are a part, pursuant to law, order, or regulation made or issued in connection with the use, consumption, maintenance, or supply of water, or the water or sewerage connection or system. Except as otherwise provided herein, Lessee agrees that it shall be Lessee's responsibility (at Lessee's sole cost and expense, including all deposits, charges, connections, hook-up fees, testing fees, and the like) to contract directly with the local utility companies for all utility services required for the Premises.

C. Except as otherwise provided herein, Lessor shall not be liable to Lessee for damages or otherwise as a result of any interruption, curtailment, or suspension of any of the foregoing utilities or services, whether or not furnished by Lessor, resulting from an Event of Default by Lessee under this Lease, repair or maintenance activity at the Premises or the Airport, actions of any third party not controlled by Lessor, accident, action of Governmental Authority, strikes, acts of God or public enemy, or any cause beyond Lessor's reasonable control, nor shall any such termination relieve Lessee of any of its obligations under this Lease.

5.16. AIRPORT DEVELOPMENT

The Lessor reserves the right to further develop and improve the Airport as Lessor sees fit, regardless of the desires or views of the Lessee and without interference or hindrance from the Lessee. If the development of the Airport requires the removal and/or relocation of the Lessee's hangar or building(s), the Lessor and Lessee agree that such removal and/or relocation shall occur pursuant to the following terms and conditions:

A. The Lessor will provide the Lessee with written notice at least one-hundred twenty (120) days prior to said removal and/or relocation.

5.17. SNOW REMOVAL

The Lessor agrees to plow and remove snow for all leased premises, as well as from the taxiways and runways in accordance with the Airport Snow and Ice Plan. The manner, speed and timeliness of snow removal of runways and taxiways shall be at the sole discretion of the Lessor and may vary from year-to-year and from snowfall-to-snowfall, provided that such the manner of snow removal is applied in fair measure to all surfaces at the Airport.

5.18. SPECIAL EVENTS

Lessee agrees that the Lessor expressly reserves the right to impose reasonable limitations on Lessee's use of leased premises and to restrict access to public areas during periods prior to, during, and after special events or emergencies which may occur at the airport. Prior notification of restrictions from Lessor to Lessee is not guaranteed.

5.19. RIGHT TO INSPECT

Lessor reserves the right to enter upon the leased premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease, or to the operation of the Airport, subject to prior coordination of such inspections with Lessee. The Airport aims to provide a 24-hour notice whenever feasible. Lessee shall not unreasonably delay any inspections requested by the Lessor.

5.20. NON-EXCLUSIVE RIGHTS

Lessee shall have the non-exclusive right, in common with others so authorized:

A. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.

B. To use the airport automobile and aircraft parking areas, appurtenances and improvements thereon, though this shall not restrict the right of the Lessor to charge fees for the use of such areas within its Schedule of Rates and Charges that may be amended by the City from time to time. At no time shall any vehicles/equipment associated with Lessee's business(ess) be parked outside the hangar or on the aircraft parking ramp/apron as it may impede ingress/egress of the aeronautical-use hangars.

C. To use all access ways to and from the Leased premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee-'s employees, passengers, guests, invitees, and patrons.

5.21. BASED AIRCRAFT

Lessee agrees to provide quarterly a current list of their Based Aircraft/Fleet to Lessor that occupy the leased premises as depicted on Exhibit "A" and within the shared Aircraft Parking Apron.

5.22. ABANDONMENT

If the Lessee fails to use the hangar or leased premises, for the purpose delineated in this Lease Agreement for a continuous period of twelve (12) months, then the Lessor may, in Lessor's sole discretion, terminate this Lease. Lessee must claim and remove all personal property and assets within thirty (30) days of termination. Personal property and assets not reclaimed and removed from the subject leased premises within thirty (30) days shall automatically become the property of the Lessor.

5.23. LIENS AND ENCUMBRANCES

The Lessee shall neither create, nor cause or permit to be created, any lien, encumbrance, security interest or other charge, including liens for work, labor or materials furnished, or alleged to have been furnished, on the leased premises, without the express written permission of Lessor.

5.24. TERMINATION

Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

5.25. INCORPORATION OF EXHIBITS

It is agreed by and between the parties that this Agreement incorporates the attached Exhibits thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

5.26. CONFLICT OF INTEREST

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

creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

5.27. TERMINATION FOR CONVENIENCE

Either the Lessor or Lessee reserves the right to terminate the Contract for convenience, in whole or in part at any time, when deemed in the best interests of the City without penalty or recourse upon sixty (60) days written notice of such termination.

5.28. NOTIFICATIONS

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

City of Prescott	Philip McQuaid
201 N. Montezuma Street	Eagle Air Repair
Prescott, AZ 86301	6575 Crystal Lane
Attention:	Prescott, Arizona 86301
contracts@prescott-az.gov	philip@eagleairrepair.com
airport.administration@prescott-az.gov	

5.29. ASSIGNMENT

This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

5.30. AMBIGUITY

This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

5.31. INTELLECTUAL PROPERTY

All services/work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies, and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/work.

5.32. DISPUTE RESOLUTION

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties agree that venue for any litigation shall be in Yavapai County Superior Court or in the Federal District Court for Arizona if jurisdiction is proper there. The Lessee further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

5.33. ATTORNEYS' FEES

The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Lessee further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

5.34. INTEGRATION AND AMENDMENT

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

5.35. SEVERABILITY

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

5.36. INDEMNIFICATION

Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, the Lessee hereby agrees to indemnify, defend, and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Lessee's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Lessee 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 Lessee has or may have against the City, its agents or employees, arising out of or in any way connected with the Lessee's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

5.37. MODIFICATIONS AND WAIVERS

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

5.38. DISCREPANCY

In the event of a discrepancy between this Agreement and all included Exhibits, this Agreement shall control over all included Exhibits.

5.39. NATIONAL EMERGENCY

During time of War or other State or National emergency, the Lessor shall have the right to suspend this Lease, and to turn over operation and control to the Airport to the State of Arizona and/or the United States Government during any period when the airport shall be closed by any lawful authority, thereby restricting the use of the airport in such a manner as to interfere with the use of

the same by the Lessee, the lease payments shall abate, and the period of such closure shall be added to the term of this Lease so as to extend and postpone the expiration thereof.

6. LESSEE RESPONSIBILITIES

6.1. MAINTENANCE

The Lessee will maintain its Leased premises and keep in good repair the interior structure, including but not limited to: *floors, ceilings, walls, doors, glass, cleaning, partitions and electrical fixtures, HVAC system, water heater, filters, plumbing, and roof,* as well as maintain the surrounding land in a sage, useful, clean, painted, neat and orderly condition, and Lessee shall perform such repairs, maintenance, and upkeep as the Lessor shall reasonably deem necessary and appropriate to maintain the safety of the Airport and to maintain the attractive, professional appearance of the Airport, provided that such standards are applied uniformly for all similar Leases at the Airport. In the event of fire or any other damage or casualty to structures owned by the Lessor, and which Lessee is liable for, the Lessee shall repair, replace or remove the damaged structure, and restore the Leased premises to its original condition, within one-hundred twenty (120) days of the date the damage occurred. Upon petition by the Lessee, the Lessor may grant and extension of time to the extent such extension is warranted. In the event of fire or any other damage or casualty to structures owned by the Lessee and which Lessor is liable for, the Lessor shall repair, replace, or remove the damaged structure, and restore the Leased premises to its original condition within one-hundred twenty (120) days of the date the damage occurred. Upon petition by the Lessor, the Lessee may grant an extension of time to the extent such extension is warranted.

Lessee shall maintain in the Leased premises during the entire Lease term, not less than the minimum number of fire extinguishers required by law and Lessee shall inspect all such fire extinguishers not less frequently than once each month to assure that the same are fully charged and in good operational condition. Annually the Lessee shall have all fire extinguishers inspected by an authorized and qualified inspector who shall certify that each such fire extinguisher complies with all applicable requirements of the National Fire Protection Association (NFPA). If any such fire extinguishers fail to obtain such certification, then within three (3) business days after such failure such fire extinguishers shall be replaced, or repaired, and re-inspected and a certification shall be issued certifying that all such fire extinguishers comply with all applicable requirements of the Nation Fire Protection Association.

Lessor may perform routine inspections of Leased premises and may elect to have third-party assessments of major systems such as roof, mechanical and plumbing, at its discretion, to validate that appropriate maintenance of Leased premises being performed by Lessee.

6.2. HAZARDOUS MATERIALS

Lessee must submit a Lessor-approved written Hazardous Materials Handling Plan in order to store any flammable material, including but not limited to explosives or other dangerous or hazardous material, that are contained in or around the hangar or Leased premises.

6.3. ELECTRONIC INTERFERENCE

Lessee shall not make use of the Leased premises in any manner which might create electrical or electronic interference with navigational signals or radio communications, impair the ability of pilots to visually distinguish the airfield, or otherwise endanger the landing, taking off, or maneuvering of aircraft. Lessor reserves the right to enter upon the Leased premises and abate any such hazard at the expense of the Lessee. Lessee shall not conduct or permit any action or activity

that constitutes a nuisance, interferes with the use of any airport property or other tenants and Lessees, or disturbs or endangers the public in any way.

6.4. OBSTRUCTION LIGHTS

Whenever determined necessary by the Lessor, Lessor reserves the right to install obstruction lights and Lessee agrees to maintain and operate proper obstruction lights on the tops of all buildings or structures Leased by the Lessee and, at Lessee's sole cost.

6.5. SIGNS

No signs or advertising matter may be erected on the leased premises without the prior written consent of the Lessor and any signage will be governed by the provisions of the City of Prescott Land Development Code.

6.6. COMPLIANCE WITH REGULATORY REQUIREMENTS

Lessee shall comply with all current Airport Rules, Regulations, Policies, and Minimum Standards. In addition, Lessee shall not use the leased premises in a manner that constitutes a violation of applicable law and policies. A copy of the most recent Airport Rules and Regulations are available at flyprescott.com. Lessee shall comply with all present and future federal, state, county and local laws, ordinances, requirements, rules, and regulations of all governmental authorities having jurisdiction over the leased premises or any part thereof. Lessee shall comply with all applicable provisions of the Prescott City Code, Prescott Fire Code, Prescott Building Code, Federal and State Grant Programs, Airport Movement/Non-Movement Area Restrictions (Exhibit "D"), Federal grant compliance provisions (as further outlined in Exhibit "E" and incorporated herein by reference), state and local environmental regulations, Surplus Property Instruments, Federal Aviation Administration (FAA) policies, Advisory Circulars, rules and regulations, and Transportation Security Administration (TSA) polices, rules, and regulations.

6.7. SAFETY AND SECURITY (FAR PART 139.329)

Lessee shall comply at all times with all federal and state security and safety regulations and mandates. Lessee agrees to comply with all security requirements as necessary to meet the current and future Airport Security Requirements as mandated by 49 CFR Part 1542. Hangar(s) shall be locked at all times when an aircraft is stored within the hangar and Lessee, or Lessee's agent, is not present at the hangar(s). Keys shall not be left in any unattended aircraft whether or not the aircraft is located within a hangar(s).

Lessee acknowledges that the leased premises are located within a secured airfield and shall ensure that all employees; customers; and agents accessing the leased premises have been trained and have obtained the appropriate airport credentials to access Movement/Non-Movement areas as depicted in Exhibit "D". Credentials shall be issued, and security access plans shall be approved by Airport Administration, for consistency with airport rules and security protocols, which change and evolve from time to time.

> Any violations are subject to applicable fines up to the approved amounts listed in the Airport Rates and Fees. Violations may result in termination of airfield access privileges.

6.8. DAMAGED TO OR DESTRUCTION OF PROPERTY

Lessee agrees to repair or replace without delay and at its sole cost, expense, and risk, any and all portions of the leased premises that may be damaged by theft, burglary, vandalism or by malicious mischief. Such repairs and replacements shall be made properly and restored to its original condition within one hundred twenty (120) days of the date the damage occurred. All repairs and

replacements shall be in quality and class at least equal to the original work. Any default of the Lessee in making such repairs and, replacements shall be chargeable to the Lessee's account, and the expense thereof shall constitute and be collectable as additional lease.

7. GENERAL PROVISIONS

7.1. RESTORATION OF PROPERTY

Upon termination of this Lease, the Lessee shall restore premises to original vacant condition, not including those improvements required pursuant to the Request For Proposal to this Lease, and remove all of its personal property, and at its sole expense, repair any damage to the premises occasioned by the removal of its trade fixtures, furnishings and equipment, which shall include the patching and filling of holes, painting of walls and repair of any structural, architectural or visual damage within thirty (30) days, unless the Lessor agrees, in writing, to accept all or any part of the property which the Lessee wishes to abandon. All structures and improvements shall become the property of the Lessor upon termination of this Lease Agreement. Any personal property left in the leased premises becomes the property of the Lessor if not removed within the thirty (30) day period.

7.2. AIRPORT MAINTENANCE

Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing and taxi areas of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

7.3. OBSTRUCTION

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77.

7.4. SUBORDINATION

This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States of the State of Arizona relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or state funds for the development of the airport. Furthermore, this Lease may be amended to include provisions required by those agreements with the United States or the State of Arizona.

7.5. REMEDIES

Except otherwise provided herein, no right or remedy herein conferred shall be considered exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right and remedy give hereunder, or now or hereafter existing at law or in equity or by statute.

7.6. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Lessee.

8. FEDERAL AND STATE LAWS

8.1. COMPLIANCE WITH RELEVANT LAWS

All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances. Professional, at Professional's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. Professional understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

8.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Parties, with regard to the work performed by it after award and during their performance of this contract, will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran status, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Titles VI and VII of the Civil Rights Act of 1964; Sections 501, 503 and 504 of the Rehabilitation Act of 1973; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act; and, Arizona Governor Executive Orders 99-4, 2000-4, 2009-09, as may be amended from time-to-time.

8.3. ARIZONA LAWS

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

8.4. PROFESSIONAL IMMIGRATION WARRANTY

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

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

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

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

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

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

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

8.5. ISRAEL

Company certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

8.6. FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION

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

A. The forced labor of ethnic Uyghurs in the People's Republic of China

B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

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

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

8.7. CODE OF FEDERAL REGULATIONS; MINORITY OWNED BUSINESSES

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

A. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

9. INSURANCE REQUIREMENTS

9.1. AIRPORT

Lessee shall obtain and maintain in effect during the term of this Agreement, a policy or policies of liability insurance with the following coverage:

9.2. ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

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

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

9.3. NOTICE OF CANCELLATION

With the exception of a ten (10) day notice of cancellation for non-payment of premium, and changes material to compliance with this contract in the insurance policies above shall require a sixty (60) day written notice.

9.4. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

9.5. INSURANCE LIMIT REQUIREMENTS

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

All certificates and any required endorsements are to be received and approved by the City before occupying leased premises. Each insurance policy required by this Contract must be in effect at or

prior to occupying leased premises under this Contract and remain in effect for the duration of the lease. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

Commercial General Liability – Occurrence Form

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

• Premises Liability (per Occurrence)	$5,000,000
• Premises Liability (General Aggregate)	$10,000,000
• Personal and Advertising Injury	$1,000,000
• Each Occurrence	$1,000,000
• Fire Legal Liability (Damage to Rented Premises)	$100,000

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

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

Business Automobile Liability – *if applicable*:

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

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

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

"The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Lessee involving automobiles, owned, leased, hired, or borrowed."

Workers' Compensation and Employer's Liability

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

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Lessee.

Pollution Liability

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

9.6. WORKERS' COMPENSATION

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

9.7. INSURANCE COVERAGE

Such policy shall not exclude coverage for the following:

A. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure.

B. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground.

C. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than $1,000,000.00 for one person, and $1,000,000.00 for more than one person, and property damage in the sum of $1,000,000.00 resulting from any one accident which may arise from the operations of the Lessee and/or Contractor in performing the work provided for herein.

The Lessee and/or Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Lessee's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Lessee and/or Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

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

DATED: _____ day of _____, 2026

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

Eagle Air Repairs, LLC

AUTHORIZED SIGNATURE (FULL NAME)

DATE SIGNED

TITLE

EMAIL

City of Prescott, a municipal corporation:

CATHEY RUSING, MAYOR

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

Exhibits List

A - Hangar_Lease_Diagram

B - Use of Premises

C - Movement-Non Movement Areas

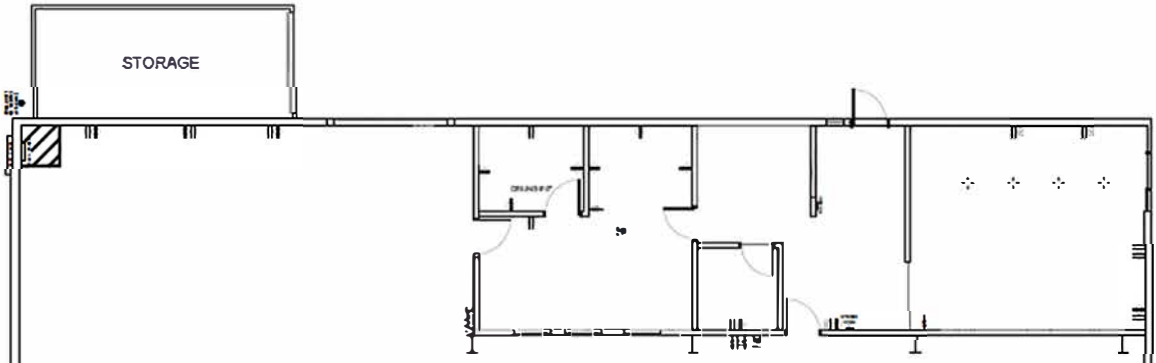
D - Federal Provisions

E - Airport Minimum Operating Standards

F - Prescott_Regional Airport_Rules and Regulations

Exhibit A

Hangar_Lease_Diagram



11,021 SF

ORIGINAL SQUARE FOOTAGE
HANGAR SPACE - 8,719 SF
OFFICE SPACE - 1,918 SF
STORAGE SPACE - 216 SF
COMMON SPACE - 73 SF

OFFICE SPACE - 911 SF
(NOT INLCUDED)

A. Shared Common Apron @ $0.50 psf x 11,021 sf = $459.21 mo
B. Shared Parking @ $0.40 psf x 11,021 sf = $367.37 mo

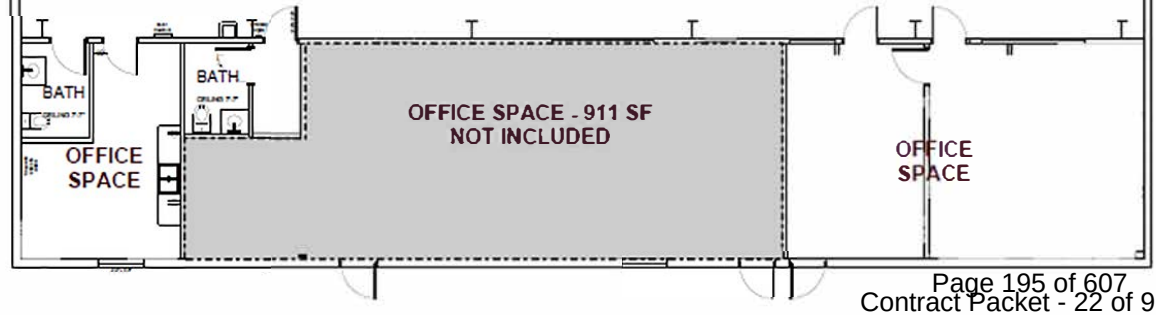
10,932 SF

UPDATED SQUARE FOOTAGE
HANGAR SPACE - 8,719 SF
OFFICE SPACE - 1,997 SF
STORAGE SPACE - 216 SF

OFFICE SPACE - 911 SF
(NOT INLCUDED)

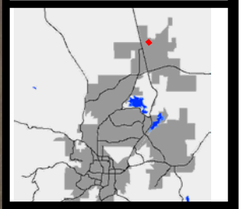
NEW SQUARE FOOTAGE

A. Shared Common Apron @ $0.0417 psf x 10,932 sf = $455.86 mo
B. Shared Parking @ $0.0333 psf x 10,932 sf = $364.04 mo





CITY OF PRESCOTT
ARIZONA
Everybody's Hometown



Start View

This map is a product of
The City of Prescott

0' 1" = 50'

john.kuebrich, 2024-09-03 14:37:37

This document is a graphic representation only of best available sources.
The City of Prescott assumes no responsibility for any errors.

Exhibit B

Use of Premises

Use of Premises

Aircraft/Rotary Maintenance

Aircraft/Rotary Repair

Flight Education and Training

And/or other Specialized Aviation Services

Exhibit C

Movement-Non Movement Areas

Movement/Non-Movement Areas

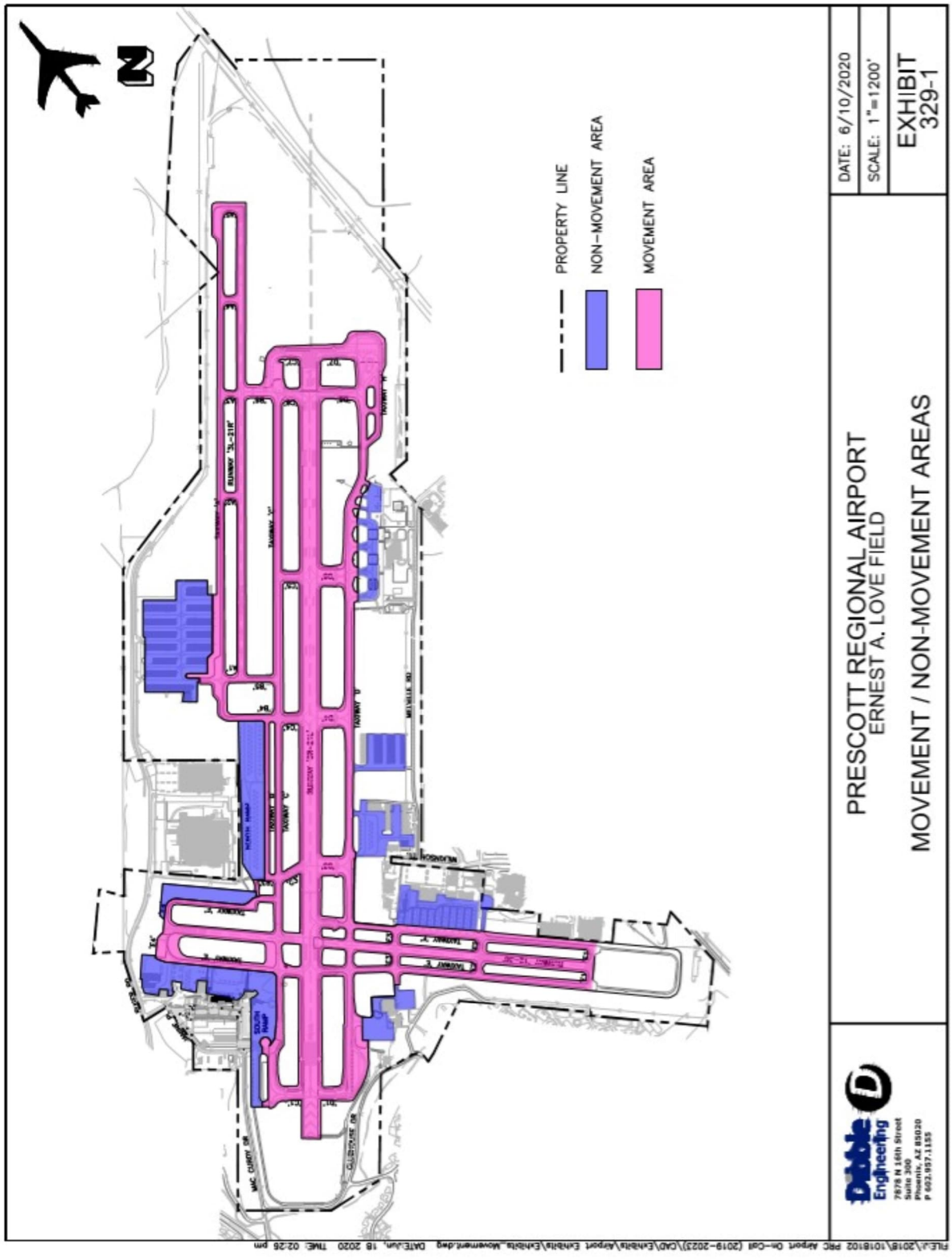


Exhibit D

Federal Provisions

FEDERAL PROVISIONS

ARTICLE 1
FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED PROVISIONS

1.1 Lessee agrees that in the event improvements are constructed, maintained, or otherwise operated on the Property for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, as it may be amended.

1.2 Lessee agrees that: (a) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, creed, disability, age, sex or national origin in the use of the Property; (b) that in the construction of any improvements on, over, or under the Property and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, or national origin; and (c) that Lessee shall use the Property in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, as it may be amended.

1.3 Lessee assures City of Prescott/Prescott Regional Airport – Ernest A. Love Field that it will comply with pertinent statutes, Executive Orders, and rules promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, or sex, age or handicap, be excluded from participating in any activity.

1.4 City of Prescott/Prescott Regional Airport – Ernest A. Love Field reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance therefrom.

1.5 City of Prescott/Prescott Regional Airport – Ernest A. Love Field reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard. City of Prescott/Prescott Regional Airport – Ernest A. Love Field and Lessee agree that Lessee has no responsibility whatsoever with respect to maintenance and repair of the landing area of the Airport, or any publicly owned facilities of the Airport.

1.6 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between City of Prescott/Prescott Regional Airport – Ernest A. Love Field and the United States relative to the development, operation or maintenance of the Airport.

1.7 There is reserved unto City of Prescott/Prescott Regional Airport – Ernest A. Love Field, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property, which shall include the right to cause in the airspace any noise inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in or through the airspace, and for the use of such airspace for landing on, taking off from, or operation on the Airport.

1.8 Lessee agrees to comply with the notification and review requirements covered in 14 CFR Part 77 in the event future construction of a building is planned for the Property or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.

1.9 Lessee shall not erect or permit the erection of any structure or building, nor permit the growth of any tree on the Property, or any other obstruction that exceeds height requirements contained in 14 CFR Part 77 or amendments thereto or interferes with the runway and/or taxiway "line of sight" of the control tower. In the event these covenants are breached, City of Prescott/Prescott Regional Airport – Ernest A. Love Field reserves the right to enter upon the Property and to remove the offending structure or object at the expense of Lessee.

1.10 Lessee shall not make use of the Property in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this covenant is breached, City of Prescott/Prescott Regional Airport – Ernest A. Love Field reserves the right to enter upon the Property and cause the abatement of such interference at the expense of Lessee.

1.11 Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning 49 U.S.C. §40103(e) and 47107 (a)(4).

1.12 This Lease and all of the provisions hereof shall be subject to whatever right the United States government now has, or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

1.13 To the extent that Lessee conducts or engages in any aeronautical activity for furnishing services to the public at the Airport, Lessee shall furnish its services on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or service; except, however, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.

1.14 Lessee shall conform to City of Prescott/Prescott Regional Airport – Ernest A. Love Field and FAA safety and security rules and regulations regarding use of the Airport air operations area including runways, taxiways, taxi lanes and aircraft aprons by vehicles, employees, customers, visitors, etc., in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations. Additionally, in the event the City of Prescott/Prescott Regional Airport – Ernest A. Love Field requires airport users or Lessees to complete and pass an airfield safe driving instruction program, Lessee agrees to participate in that program and shall be subject to penalties as prescribed by City of Prescott/Prescott Regional Airport – Ernest A. Love Field for violations of Airport safety and security requirements.

ARTICLE 2
TITLE VI

2.1 **General Civil Rights Provision**. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as

identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. Lessee understands and acknowledges that this provision is in addition to that required by Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§2000d to 2000d-4) ("Title VI") in all airport/aviation lease agreements where City of Prescott/Prescott Regional Airport – Ernest A. Love Field receives federal funding, including the Lease in this instance.

2.2 **General Lease Agreement Clause**. The above provision binds the Lessee and any sub-Lessee from the bid solicitation period through the completion of the lease.

2.3 **Lease Agreements or Transfer Agreement Clause**. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee.

The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and Prescott Regional Airport – Ernest A. Love Field remains obligated to the Federal Aviation Administration.

2.4 **Compliance With Nondiscrimination Requirements.** During the term of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as "Lessee"), agrees as follows:

2.4.1 **Compliance with Regulations**. Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2.4.2 **Nondiscrimination in Performance of Work.** Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

2.4.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations, either by competitive bidding or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

2.4.4 **Information and Reports**. Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the

information, Lessee will certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

2.4.5 **Sanctions for Noncompliance**. In the event of a Lessee's noncompliance with the non-discrimination provisions of this Lease, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

2.4.5.1 Withholding payments to Lessee under the Lease until Lessee complies; and/or

2.4.5.2 Cancelling, terminating, or suspending the Lease, in whole or in part.

2.4.6 **Incorporation of Provisions**. Lessee will include the provisions of Paragraph 2.2 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

2.5 **Nondiscrimination**. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, national origin, creed, sex, age, or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Property, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin, creed, sex, age, or disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the Property in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

In the event of breach of any of the above nondiscrimination covenants, City of Prescott/Prescott Regional Airport – Ernest A. Love Field will have the right to terminate this Lease and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the term of this Lease, Lessee, for itself, its assignees, and successors in interest agree to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq), (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq.).

2.6 **Nondiscrimination in DOT Programs**. Lessee agrees that in the event improvements are constructed, maintained, or otherwise operated on the Property for a purpose for which a Department of Transportation (DOT) program or activity is intended, or for another purpose involving the providing of similar services or benefits, Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as it may be amended

2.7 **Federal Fair Labor Standards Act**. This Lease incorporates by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

2.8 **Occupational Safety and Health Act**. This Lease incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

2.9 **Termination Provisions**. Pursuant to the terms and conditions of the Lease Agreement to which this Exhibit is attached, the Lease may be terminated for cause and may be terminated for convenience only as specifically provided in the Lease Agreement.

ARTICLE 3
ENVIRONMENTAL STANDARDS

3.1 **Definitions.**

3.1.1 Environmental Laws. The term "Environmental Laws" shall mean all applicable federal, state, and local environmental laws and regulations, including, as amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Section 9601 et seq.; the Solid Waste Disposal Act, 42 USC Section 6901, et seq.; the Toxic Substances Control Act, 15 USC Section 2601 et seq.; the Safe Drinking Water Act, 42 USC Section 300f et seq.; the Clean Water Act, 33 USC Section 1251 et seq.; the Clean Air Act, 42 USC Section 7401 et seq.; A.R.S. Title 49; and all regulations thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereafter enacted that deal with the regulation or protection of the environment, including the ambient (including indoor and outdoor) air, ground water, surface water, and land use, including substrata land, or that govern the use of hazardous materials, hazardous waste and hazardous substances and petroleum products.

3.1.2 Hazardous Material. The term "Hazardous Material" shall mean any toxic or hazardous material, substance, waste, pollutant, or contaminant as defined or regulated under any Environmental Law.

3.2 **Compliance with Environmental Laws.**

3.2.1 Compliance. Lessee and its employees, agents, contractors, and invitees shall, at its own expense, comply with all Environmental Laws presently in force or hereafter enacted.

3.2.2 Hazardous Materials. Lessee shall not, nor cause or permit its employees, agents, contractors, and invitees to bring, store, use, or dispose of, upon the Property or the Airport any Hazardous Material in actual or suspected violation of Environmental Laws. Lessee may bring onto Property Hazardous Materials ordinarily and customarily used in the permitted activities under this Lease so long as Lessee does so in a manner that fully complies with Environmental Laws. Prior to Lessee bringing or causing to be brought any Hazardous Material upon the Property,

Lessee shall notify and obtain consent from City of Prescott/Prescott Regional Airport – Ernest A. Love Field, which shall not unreasonably be withheld.

3.2.3 Remediation. Without limiting the foregoing, if, during the term of this Lease, Lessee causes or permits any violation of Environmental Laws or allows the presence of any Hazardous Material on the Property or the Airport in violation of the Environmental Laws or this Lease, Lessee shall promptly take action to remediate the violation at Lessee's sole cost and expense in order to return the affected area to its condition existing prior to the violation. Lessee shall obtain the Lessor's approval prior to taking such remedial actions, which approval shall not be unreasonably withheld. Notwithstanding the approval required under this Section, City of Prescott/Prescott Regional Airport – Ernest A. Love Field is not responsible for overseeing or directing any remedial measures. This Section shall also apply to Lessee's remediation of any contamination or Hazardous Materials present on the Property or Airport prior to the Effective Date of this Agreement, including such contamination that may be first discovered after the Effective Date of this Agreement but not caused by Lessee. City of Prescott/Prescott Regional Airport – Ernest A. Love Field assumes no liability to Lessee should remediation or other environmental cleanups cause delays or interferences with Lessee's activities on the Property.

3.2.4 Governmental Submittals. Lessee shall be responsible for making all submissions to the appropriate governmental authorities as required under all applicable Environmental Laws, at Lessee's sole expense. Should such governmental authorities determine that a site characterization or site assessment and/or cleanup should be prepared and/or undertaken because of the presence of any Hazardous Materials on the Property or Airport by reason of Lessee's activities or actions, then Lessee shall, at Lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans.

3.3 **Indemnification**. Lessee shall, to the fullest extent permitted by law, indemnify, defend, protect, and hold harmless City of Prescott/Prescott Regional Airport – Ernest A. Love Field, its employees, and its agents for, from, and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from any claim or action for injury, liability, or damage to persons or property and any and all claims or actions brought by any person, entity, or governmental body, alleging or arising in connection with contamination of the environment, the presence of Hazardous Materials on the Property, Airport, or neighboring properties, or violation of any Environmental Laws, ordinances, judgments, governmental order, or judicial order ("Environmental Damages") which are incurred or assessed as a result of Lessee's activities on the Property or Airport. The obligations under this Section shall survive termination of this Lease. This Section excludes Lessee's duty, liability, or indemnity to City of Prescott/Prescott Regional Airport – Ernest A. Love Field for any claims or Environmental Damages of any kind arising from or in connection with any contamination existing on the Property prior to the Effective Date of this Agreement, except and only to the extent known contamination is caused or exacerbated by Lessee or unknown contamination is caused by or exacerbated by Lessee's negligence.

3.4 **Information Sharing and Notification**. Lessee shall immediately notify City of Prescott/Prescott Regional Airport – Ernest A. Love Field in writing of any of the following: (i) Lessee's receipt of notification from any governmental entity that Lessee has been or will be charged with the violation of any Environmental Law; and (ii) any significant change in Lessee's

activities on the Property or Airport that may adversely change Lessee's obligations or liabilities under the Environmental Laws. Lessee shall provide non-privileged copies of all reports and documents reflecting the physical condition of the Property. These reports and documents shall include but not be limited to any environmental testing of soil and groundwater and any existing, non-privileged information reasonably requested by City of Prescott/Prescott Regional Airport – Ernest A. Love Field to determine the applicability of the Environmental Laws to the Property or Airport or to assist in the response to any governmental investigation or claim of liability by a third party that is related to environmental contamination of the Property or Airport.

3.5 **Protective Devices and Plans**. Lessee shall complete and return an Industrial *Wastewater Discharge Questionnaire* ("Questionnaire") to City of Prescott/Prescott Regional Airport – Ernest A. Love Field and promptly provide City of Prescott/Prescott Regional Airport – Ernest A. Love Field with updates to the Questionnaire as they arise. Lessee shall install and maintain appropriate protective devices to prevent accidental discharge of any Hazardous Material into domestic or industrial drains on or near the Property and elsewhere on the Airport, as appropriate, and for any other material for which a slug load discharge could pollute the Airport's storm water discharge or disrupt operations at the sewage treatment plant serving the Property. Lessee shall post a notice in a prominent place on the Property advising employees what actions to take and whom to call in the event of said discharge and shall ensure that all employees of Lessee are trained with regard to the spill protection plan hereinafter referenced. Lessee also shall provide City of Prescott/Prescott Regional Airport – Ernest A. Love Field with immediate notice of any spill.

3.6 **Spill Protection Plan**. If Lessee undertakes any activities on the Property involving Hazardous Materials regulated by any Environmental Laws, Lessee shall maintain a plan for responding to spills of any such Hazardous Material on the Property or on the Airport. Such plan shall comply with all applicable Environmental Laws and shall be updated from time to time to remain in compliance with applicable laws. Lessee shall not rely on City of Prescott/Prescott Regional Airport – Ernest A. Love Field or any of the Lessor's personnel or equipment in order to execute its plan. Lessee shall file a copy of such plan with City of Prescott/Prescott Regional Airport – Ernest A. Love Field within thirty (30) days of finalization or update of the plan. Notwithstanding the foregoing, should City of Prescott/Prescott Regional Airport – Ernest A. Love Field provide any personnel or equipment, whether for initial fire response and/or spill containment, on the request of Lessee, or because Lessee was not, in the opinion of City of Prescott/Prescott Regional Airport– Ernest A. Love Field, conducting firefighting, containment or timely cleanup actions, Lessee agrees to reimburse City of Prescott/Prescott Regional Airport – Ernest A. Love Field for its actual costs in accordance with all applicable laws and regulations, except to the extent that City of Prescott/Prescott Regional Airport – Ernest A. Love Field was responding to conditions caused by events occurring at the Airport (not including the Property) or by the negligence or omission of City of Prescott/Prescott Regional Airport – Ernest A. Love Field or its employees, agents or contractors.

3.7 **Right to Enter Property**. City of Prescott/Prescott Regional Airport – Ernest A. Love Field, the United States Government, the Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ), and the Arizona Department of Occupational Safety and Health (ADOSH) have the right to enter the Property upon reasonable notice to Lessee in order to inspect Lessee's compliance with Environmental Laws, as well as occupational safety

and health laws; to conduct environmental investigation and remediation (including but not limited to testing, surveys, drillings, test-pitting, borings, compiling data, and other environmental investigations); and to carry out remedial or removal actions as required or necessary under applicable laws.

3.8 **Clean Water Act**. Without in any way limiting the foregoing, Lessee shall comply with all Environmental Laws regarding discharges to water and land, including, without limitation, obtaining and complying with an individual National Pollutant Discharge Elimination System permit, or requesting coverage under and complying with any applicable Multi-Sector General Permit (MSGP). If applicable, Lessee shall also prepare and comply with a site-specific MSGP with an individual Storm Water Pollution Prevention Plan (SWPPP) or any revisions to a SWPPP, with respect to Lessee's operations or activities on the Property or Airport. Proof of individual compliance shall be provided in the form of both the Lessee's Notice of Intent (NOI) that has been received by the ADEQ and the individual Arizona Multi-Sector General Permit (AZMSGP) number associated with the NOI, within the times prescribed by law.

3.9 **Surface Disturbances**. Lessee shall not conduct or cause any subsurface excavation, digging, drilling, or other disturbance of the surface other than what is customary and usual for the permitted activities under this Lease without the prior written consent of City of Prescott/Prescott Regional Airport – Ernest A. Love Field, which shall not be unreasonably withheld.

3.10 **SubLeases and Contracts**. In the event City of Prescott/Prescott Regional Airport – Ernest A. Love Field gives permission for a sublease, Lessee shall insert provisions substantially identical to those in this Environmental Standards Article in any sublease agreement or contract by which it grants a right or privilege to any entity under this Lease.

Exhibit E

Airport Minimum Operating Standards

AIRPORT MINIMUM OPERATING STANDARDS

PRESCOTT MUNICIPAL AIRPORT
ERNEST A. LOVE FIELD
PRESCOTT, ARIZONA

EFFECTIVE DATE: Pending City Council Approval

AIRPORT ADMINISTRATION OFFICE
6546 CRYSTAL LANE
PRESCOTT, AZ 86301
928.445.7860; 928.771.5861 FAX
www.prcairport.com

REVISIONS

REVISION NO.	DATE	SECTION

INTRODUCTION:

The use and leasing of public airport facilities is a complex process in which consideration must be given to compliance with various federal and state policies and requirements. Various federal documents provide guidance and compliance requirements for using and leasing airport facilities, including:

- FAA Federal Grants Assurances
- FAA Order 5190.6, Airport Compliance Program
- FAA Order 5100.38A, Airport Improvement Program Handbook
- FAA AC 150/5190-6, Exclusive Rights at Federally Obligated Airports
- FAA AC 150/5190-7, Minimum Standards for Commercial Aeronautical Activities

These documents, and any other related federal, state, and local documentation, should be consulted during the process of negotiating aviation agreements. Additionally, local legal counsel should review any legally binding agreement prior to execution.

Airport operators have found that the best method of ensuring fairness, consistency, and compliance in the leasing of airport facilities is through development of three key instruments, which are:

- An effective local lease policy
- Minimum Standards for Commercial Aeronautical Activities
- An effective airport lease agreement

This section presents Minimum Operating Standards for Commercial Aeronautical Activities. Minimum Standards are defined by the FAA as the "qualifications which may be established by an airport owner as the minimum requirements to be met as a condition for the right to conduct an aeronautical activity on the airport." Accordingly, minimum standards should provide a fair and reasonable opportunity, without unlawful discrimination, to all applicants to qualify, or otherwise compete, to occupy available airport land and/or improvements and engage in authorized aeronautical activities. In essence, minimum standards establish base line, or "minimum", requirements and qualifications to ensure a safe and specified level of service for the community, as well as fairness and consistency in the leasing of airport facilities.

CITY OBJECTIVES

The City of Prescott owns and operates Prescott Municipal Airport (Ernest A. Love Field) for the benefit of the local community and the state and national air transportation system. The City desires to ensure that the public receives a safe and reasonable standard of aeronautical services. The City also desires to provide a fair and reasonable opportunity, without discrimination, to all qualified parties interested in leasing facilities and providing commercial aeronautical services at Prescott Municipal Airport. The City also desires to comply with State and Federal policy and regulations to the leasing of airport facilities and property including but not limited to the public advertisement of leasing opportunities and public notice of intent to lease airport facilities or land.

Accordingly, the objective of the City of Prescott in promulgating these minimum standards for commercial aeronautical activities is to:

- Provide a fair and consistent mechanism for leasing of facilities and provision of aeronautical services at Prescott Municipal Airport.
- Maintain compliance with State and Federal policy, regulations, and grant assurances.

These minimum standards contained herein should not be considered all-inclusive of the requirements that must be met to operate a commercial aeronautical activity at Prescott Municipal Airport. All commercial aeronautical activities located at the airport will be subject to all applicable federal, state and local laws, codes and ordinances and other similar regulatory measures, including airport rules and regulations. Also, a written lease agreement with the City of Prescott is required prior to commencement of any commercial aeronautical service or activity. Furthermore, the minimum standards contained herein may be revised, supplemented, and/or amended by the City from time to time in such a manner as to reflect changes at the airport and fairness and consistency to all existing and prospective future airport tenants.

FEDERAL/STATE POLICY

The City of Prescott accepts Federal and State funding for airport development projects at Prescott Municipal Airport, and consequently must comply with Federal and State regulations and policy. As set forth in the Airport and Airways Improvement Act of 1982, as amended, and the Airport Improvement Program sponsor assurances, "the sponsor of an airport that has received federal grant assistance is required to operate the airport for the use and benefit of the public, and to make it available for all types, kinds, and classes of aeronautical activity."

Federal Aviation Administration Advisory Circular (AC) 150/5190-7 provides basic information and guidance pertaining to minimum standards and state grant obligations involves several distinct requirements. Most important is that the airport and its facilities must be available for public use. The terms imposed on those who use the airport and its services must be reasonable and applied without unjust discrimination. Upon acceptance of federal grants for development of airport facilities, the City must agree to comply with numerous federal grant assurances.

TABLE OF CONTENTS

ARTICLE 1. Definitions; Application; Waiver 5
Section 1.1 Definitions. 5
Section 1.2 Application of minimum operating standards 5
Section 1.3 Conflicting Minimum Standards and Lease, License, Permits or Agreements .. 5
Section 1.4 Multiple activities by one commercial operator 5
Section 1.5 Activities not covered by minimum operating standards. 6
Section 1.6. Waiver or modifications of standards. 6
ARTICLE 2. PERMIT APPLICATION PROCESS 7
Section 2.1 Applications 7
Section 2.2 Processing; denial 8
Section 2.3 Appeal process 8
ARTICLE 3. GENERAL PROVISIONS 10
Section 3.1 General provisions. 10
ARTICLE 4. INSURANCE 11
Section 4.1 General insurance requirements 11
Section 4.2 Additional insurance required by City. 12
Section 4.3. Form; acceptance by City. 12
ARTICLE 5. GENERAL OPERATIONAL REQUIREMENTS 13
Section 5.1 Airport rules and regulations. 13
Section 5.2 Taxiway access. 13
Section 5.3 Right-of-entry reserved. 13
Section 5.4 Rates and charges. 13
Section 5.5 Personnel, subtenants and invitees; control and demeanor. 13
Section 5.6 Interference with utilities and systems. 13
Section 5.7 Minimum facility requirements 13
Section 5.8 City Code Compliance 14
Section 5.9 Fire equipment. 14
Section 5.10 Vehicle identification 14
Section 5.11 Indemnification. 14
ARTICLE 6. FIXED BASE OPERATORS (FBO) 16
Section 6.1 Statement of concept. 16
Section 6.2 Land and facility requirements. 16
Section 6.3 Hours of operation. 17
Section 6.4 Subcontracting services; restrictions. 17
Section 6.5 Minimum requirements of FBO services. 17
Section 6.6 Insurance 18
Section 6.7 Monthly fees 19
ARTICLE 7. GENERAL AVIATION SPECIALTY SERVICES. 20
Section 7.1 Hangar/shade leasing services. 20
Section 7.2 Aircraft sales services. 20
Section 7.3 Aircraft maintenance and repair services. 21
Section 7.4 Aircraft leasing or rental services. 22
Section 7.5 Flight training services. 22
Section 7.6 Specialized aircraft repair services and sales. 22
Section 7.7 Aircraft charter services. 23
Section 7.8 Specialized commercial flying services 24
Section 7.9. Aircraft management services. 24
Section 7.10. Mobile aircraft maintenance and repair services. 25
Section 7.11. Airport rental car concession services. 27
Section 7.12 Aircraft brokerage services. 27
Section 7.13 Flying clubs. 28

ARTICLE 1. Definitions; Application; Waiver

Section 1.1 Definitions.

All definitions contained in the airport rules and regulations are incorporated by reference in these minimum-operating standards. For the purposes of these minimum operating standards, all references to the "rules and regulations" are to the airport rules and regulations.

Section 1.2 Application of minimum operating standards

(a) All persons conducting commercial aeronautical activities at the airport (hereinafter referred to as commercial operator) shall, as a condition of conducting such activities, comply with all applicable requirements concerning such activities as set forth in these minimum operating standards and any amendments thereto. These requirements set forth herein are the minimum standards which are applicable to persons conducting commercial aeronautical activities at the airport and all persons are encouraged to exceed such minimum standards in conducting their activities.

(b) These minimum operating standards shall be deemed to be a part of each commercial operator's lease, license, permit or agreement with or from the City unless any such provisions are waived or modified by the City pursuant to section 1.5. The mere omission of any particular standard from a commercial operator's lease, license, permit or agreement with the City shall not constitute a waiver or modification of such standard in the absence of clear and convincing evidence that the City intended to waive or modify such standard.

Section 1.3 Conflicting Minimum Standards and Lease, License, Permits or Agreements

(a) Where there a conflict exists between any minimum standards or limitation prescribed in the Minimum Operating Standards and an airport lease, license, permit or agreement as currently exists on the effective date of these Minimum Standards, the terms and conditions of the lease, license, permit or agreement will prevail.

(b) Compliance with the minimum standards does not excuse failure to comply with any other applicable regulation, policy, ordinance or law.

Section 1.4 Multiple activities by one commercial operator

Whenever a commercial operator conducts multiple activities pursuant to one lease, license, permit or agreement with the City, such commercial operator must comply with the minimum standards set forth herein for each separate activity being conducted. If the minimum standards for one commercial operator's activities are inconsistent with the minimum standards for another commercial operator's activities, then the minimum standards, which are most beneficial to the City, and/or which are most protective of the public's health, safety and welfare, shall apply.

Section 1.5 Activities not covered by minimum operating standards.

Any activities for which there are no specific minimum standards set forth herein shall be subject to such standards and provisions as are developed by the airport manager on a case-by-case basis and set forth in such commercial operator's written lease, license, permit or agreement with or from the City.

Section 1.6. Waiver or modifications of standards.

The airport manager may waive or modify any portion of these minimum operating standards for the benefit of any governmental agency performing non-profit public services, fire protection or fire-fighting operations. The City Manager may waive or modify any portion of these minimum operating standards for any person when it is determined that such waiver or modification is in the best interest of the City and will not result in unjust discrimination among commercial operators at the airport.

ARTICLE 2. PERMIT APPLICATION PROCESS

Section 2.1 Applications

Any person who desires to conduct any commercial aeronautical activities at the airport covered by these minimum operating standards shall, prior to conducting such activities, submit an application with the appropriate fees to, and receive approval thereof, from the airport manager. In addition to the following requirements, the airport manager may require the applicant to provide additional information, which is necessary to ensure compliance with the Prescott City Code, rules and regulations, and/or these minimum operating standards. The applicant shall, at minimum, submit the following documentation with the above-referenced application:

(1) A detailed description of the scope of the intended operation, including all services to be offered;

(2) The amount of land, office space, and/or aircraft storage areas required for the operation;

(3) A detailed description of any improvements or modifications to be constructed or made to airport property, including cost estimates and a construction timetable;

(4) The proposed hours of operation;

(5) Documentation of the applicant's financial capabilities to construct any improvements and to conduct any proposed activities;

(6) A detailed description and/or evidence of the applicant's technical abilities and experience in conducting the proposed activities, including personal references;

(7) The proposed commencement date for the applicant's activities and the term of the lease, license, permit or agreement sought, including all option periods;

(8) One of the following:

  (i) If the applicant is a corporation, a certified copy of the articles of incorporation as filed with the Corporation Commission;

  (ii) If the applicant is a limited liability company, a certified copy of the articles of organization filed with the Corporation Commission;

  (iii) If the applicant is a limited partnership, a certified copy of the certificate of limited partnership filed with the Secretary of State; or

  (iv) If the applicant is a general partnership, an executed copy of the written partnership agreement, and any amendments thereto; and

(9) An original copy of a certificate of insurance, in the amounts outlined hereunder, naming the City as an additional insured;

(10) A copy of a lease/sublease or other agreement with the City or a bona fide airport tenant;

(11) A copy of the applicant's City of Prescott Business/Privilege Tax License;

(12) A rates and charges schedule of all services to be conducted at Prescott Municipal Airport; and

(13) Copies of applicable Federal Aviation Administration (FAA) certificates.

Section 2.2 Processing; denial

The airport manager shall be responsible for processing the application for a lease, license, permit or agreement to conduct activities at the airport. The airport manager may deny any application if it is determined that:

(a) The applicant does not meet the qualifications and standards set forth in the Prescott City Code, the rules and regulations, or these minimum operating standards;

(b) The proposed activities are likely to create a safety hazard at the airport;

(c) The activities will require the City to expend funds, or to supply labor or materials as a result of the applicant's activities, or will result in a financial loss to the airport;

(d) No appropriate space or land is available to accommodate the proposed activities;

(e) The proposed activities are not consistent with the airport's master plan and/or airport layout plan;

(f) The proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in airport capacity, or an undue interference with airport operations or the operations of any existing airport users at the airport;

(g) The applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a lease, license, permit or agreement;

(h) The applicant or any of its principals has a record of violating the Prescott City Code, the rules and regulations, these minimum operating standards, federal aviation regulations or any other applicable laws, ordinances, rules or regulations;

(i) The applicant does not have the technical capabilities or experience or financial resources to properly conduct the proposed activities;

(j) The applicant has not submitted appropriate documentation supporting the proposed activity as outlined in Section 2.1.

Section 2.3 Appeal process

The applicant shall have the ability to appeal the denial of an application by the airport manager, subject to the following provisions:

(a) Providing written notice of appeal to the airport manager within ten (10) business days of said denial.

(b) The notice of appeal will be forwarded to the City manager for review.

(c) Applicant shall be notified in writing of the date of the scheduled appeal review.

(d) Applicant shall be present at the appeal review to justify the applicant's application. If applicant is not present, the airport manager's denial shall remain unchanged.

(e) The City manager shall take comments from the applicant and the airport manager.

(f) The City manager shall render a decision in writing within ten (10) business days of the conclusion of the hearing and the decision shall be final as to the denial or approval of the application.

ARTICLE 3. GENERAL PROVISIONS

Section 3.1 General provisions.

Except as otherwise provided in City Code, all leases, licenses, permits or agreements with the City which affect the airport are subject the to the following provisions:

(a) Rights to engage in specific activities at the airport are non-exclusive.

(b) Defense and indemnification of the City and its elected or appointed officials, officers, representatives, directors, commissioners, agents or employees from and against all damages, claims, suits, actions, losses and expenses (including court costs and reasonable attorney's fees) for personal injury or death or for property damage or loss arising out of use of the airport;

(c) A termination clause allowing the City to terminate the commercial operator's lease, license, permit or agreement within a stated time period after notice of default is given to the commercial operator if the commercial operator fails to cure its default within the specified time period, and allowing the City to terminate the lease, license, permit or agreement immediately if the commercial operator fails to maintain the required insurance.

(d) No improvements or modifications to airport property without the prior written consent of the City. Before commencing any improvements or modifications, the commercial operator shall submit detailed construction plans and specifications to the City. Upon completion of the construction, the commercial operator shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed. All improvements or modifications made to airport property shall become the property of the City, at no cost to the City, upon termination of the commercial operator's lease, license, permit or agreement.

(e) No lease, license, permit, agreement, or any rights thereunder, shall be assigned without the prior written consent of the City. The airport manager may require any potential assignee to submit biographical and financial information prior to a proposed assignment.

(f) The Arizona Revised Statutes, including but not limited to the requirement for public advertisement of airport lease opportunities and notification of pending lease actions.

(g) All FAA required provisions.

ARTICLE 4. INSURANCE

Section 4.1 General insurance requirements

Except as otherwise provided in Articles 6 or 7, each commercial operator shall at all times maintain in effect the following types and minimum amounts of insurance, required by the City, as applicable to the business to be conducted:

(a) Commercial General Liability insurance in the amount of $1,000,000 per occurrence and $2,000,000 annual aggregate. Such insurance shall contain contractual liability insurance covering applicable leases, licenses, permits, or agreements.

(b) Commercial/business automobile liability insurance for all owned, non-owned and hired vehicles assigned to or used in performance of commercial aeronautical activities in the amount of a least $1,000,000 per occurrence. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing $5,000,000 per occurrence limits of liability for bodily injury and property damage.

(c) Special Causes of Loss Property Form covering all improvements and fixtures on the commercial operator's premises in an amount not less than the full replacement cost thereof, to the extent of the commercial operator's insurance interest in the premises.

(d) Worker's compensation insurance as required by law and employers liability insurance in the amount of $100,000 per accident, $100,000 disease per person, $500,000 disease policy limit.

(e) Aircraft liability insurance in the amount of at least $1,000,000 per occurrence single limit Bodily Injury and Property Damage Liability including Passengers.

(f) Hangarkeeper's liability insurance in the amount of at least $3,000,000 per occurrence, or more as values require.

(g) Fueling products-completed liability insurance in the amount of at least $5,000,000 per occurrence.

(h) Products-completed operations liability insurance in the amount of at least $1,000,000 per occurrence.

(i) If applicable, Lessee shall maintain Environmental Impairment Liability coverage for any fuel storage facility, tank, piping, ancillary equipment, containment system or structure used, controlled, constructed or maintained by Lessee in the amount of $1,000,000 Each Incident, $2,000,000 Aggregate. This policy shall cover on-site and off-site third party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean up for storage tank releases.

(j) All insurance policies cited herein shall contain a waiver of subrogation rights endorsement with respect to the City.

Section 4.2 Additional insurance required by City.

Such other insurance as the City may reasonably determine to be necessary for such commercial operator's activities.

Section 4.3. Form; acceptance by City.

All insurance shall be in a form and from an insurance company with a Best's financial rating of at least B ++ 6. All policies, except worker's compensation policy, shall name the City of Prescott and its elected or appointed officials, officers, representatives, directors, commissioners, agents and employees as "Additional Insureds," and the commercial operator shall furnish certificates of insurance evidencing the required coverage cited herein prior to engaging in any commercial aeronautical activities. Such certificates shall provide for unequivocal thirty-day (30) notice of cancellation or material change of any policy limits or conditions.

ARTICLE 5. GENERAL OPERATIONAL REQUIREMENTS

Section 5.1 Airport rules and regulations.

Each commercial operator shall abide by the Prescott City Code, rules and regulations and any other documents established by the City for the safe, orderly and efficient operation of the airport.

Section 5.2 Taxiway access.

If not already provided, a commercial operator shall provide paved access from the operator's leased premises to the airport's taxiway/taxilane/apron system. Such access shall meet all applicable FAA standards for the largest aircraft type anticipated using the leased premises or as required by the airport manager.

Section 5.3 Right-of-entry reserved.

The City reserves the right at all reasonable times to enter upon each commercial operator's premises for any lawful purpose, provided that such entry does not unreasonably interfere with the commercial operator's use of the premises.

Section 5.4 Rates and charges.

Each commercial operator may determine the rates and charges for all of its activities and services, provided that such rates and charges shall be reasonable and fairly applied to all of the commercial operator's customers.

Section 5.5 Personnel, subtenants and invitees; control and demeanor.

Each commercial operator shall employ a sufficient number of trained, on-duty personnel to provide for the efficient, safe, orderly and proper compliance with its obligations under its lease, license, permit or agreement. Each commercial operator shall control the conduct and demeanor of its personnel, subtenants, licensees and invitees and, upon objection by the City concerning the conduct and demeanor of any such person, the commercial operator shall immediately take all lawful steps necessary to remove the cause of the objection. Each commercial operator shall conduct its operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb, endanger or be offensive to others.

Section 5.6 Interference with utilities and systems.

No commercial operator shall do or permit to be done anything that may interfere with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection system, sprinkler system, alarm system or fire hydrant and hoses.

Section 5.7 Minimum facility requirements

Each commercial operator shall provide the following infrastructure to all facilities:

(a) Onsite auto parking facilities at a rate of four spaces per acre plus one space for every 5,000 square feet of gross hangar area over 5,000 square feet. Parking must include sufficient Americans with Disabilities Act (ADA) compliant parking spaces.

(b) At least one ADA complaint public use unisex bathroom for each 5,000 square feet of hangar space.

(c) Shielded lighting for aircraft ramps and automobile parking lots.

(d) Premises shall be landscaped.

(e) Outside equipment/parts storage areas and trash bins must be screened from public view.

(f) Adequate fencing, signage and other controls to deter inadvertent access of persons and vehicles onto the airside areas of the premises.

Section 5.8 City Code Compliance

Each commercial operator is responsible for complying with all applicable building and fire codes including the payment of construction and inspection fees. All hangar buildings must be sprinkled or have alternative fire suppression to the satisfaction of the City fire marshal.

Section 5.9 Fire equipment.

Each commercial operator shall supply and maintain such adequate and readily accessible fire extinguishers and equipment as may be required by law and/or the City's fire department.

Section 5.10 Vehicle identification

Any vehicle used on the airport operations area (AOA) must bear identification designating the commercial operator to whom the vehicle is assigned. Letters shall be a minimum of three (3) inches in height on a contrasting background and displayed in a manner that is acceptable to the airport manager.

Section 5.11 Indemnification.

To the fullest extent permitted by law, any person accessing or using the airport or any of its facilities, and the person's successors, assignees and guarantors, shall indemnify, defend, pay and hold the City, its agents, employees, officials, directors, officers, commissioners, and representatives harmless from and against all claims, demands, charges, penalties, obligations, fines, administrative and judicial actions or proceedings, suits, liabilities, judgments, damages, losses, costs and expenses of any kind or nature (including, but not limited to, attorney fees, court costs and cost of appellate proceedings) arising from said access or use, or from any act or omission of said person (and its employees, agents or anyone for whose acts or omissions said person may be liable) including, without limitation, the discharge of any duties or the exercise of any

rights or privileges pursuant to this chapter or any regulations or minimum operating standards promulgated hereunder. This section applies, without limitation, to claims of personal injury, bodily injury, sickness, disease or death, and to claims of property damage (including, City property), destruction or other impairment of every description (including, without limitation, lose of use), and to claims of environmental property damage (including, without limitation, cleanup, response, removal and remediation costs).

ARTICLE 6. FIXED BASE OPERATORS (FBO)

Section 6.1 Statement of concept.

(a) A fixed base operator means a person engaged in commercial aeronautical activities on airport property including, at a minimum, the following:

1. Aircraft fueling and lubrication;
2. Aircraft line services;
3. Aircraft storage, parking, and tiedown;
4. Major aircraft maintenance and repair services;
5. Retail sales of aircraft parts and accessories; and
6. Provisions of customary facilities, amenities, and ancillary services to general aviation users including, at a minimum, the following: public restrooms, public telephone, passenger/crew waiting area/lounge, conference room, snack and beverage vending machines, and computerized weather briefing/flight planning services.

(b) A fixed base operator shall comply with all of the standards and requirements contained in this article. In addition, a fixed base operator may engage in any general aviation specialty service activity identified in article 7 (and which is not already specifically required by this section) upon meeting all standards identified for the specific activity, with the exception of those standards related to minimum required office space.

Section 6.2 Land and facility requirements.

(a) Land: At least five (5) acres of contiguous airport property.

(b) Apron: At least 40,000 square feet of apron designed and constructed for at least a 60,000 pound gross weight aircraft, either airport property or tenant developed (not including building area, automobile parking, and fuel storage area) to support aircraft operations. This area shall accommodate the following:

1. Airplane Design Group II aircraft (wingspans up to seventy-nine (79) feet);
2. Transient aircraft parking for ten (10) aircraft corporate/business jet aircraft and twenty (20) general aviation aircraft;
3. Circulation taxilanes to facilitate access to/from aircraft parking and staging areas; and
4. Adequate ramp area to simultaneously accommodate transient aircraft operations, towing of aircraft to/from storage hangars/shades, and staging of based aircraft.

(c) FBO Building: At least 4,000 square feet of combined office and lobby space with a minimum of 1,500 square feet dedicated to customer service and support functions.

(d) Hangar Space: At least 20,000 square feet of interior clear space capable of handling a 60,000 pound gross weight aircraft.

Section 6.3 Hours of operation.

Unless otherwise agreed to in writing by the airport manager, a fixed base operator shall provide aircraft fueling and line services seven (7) days-per-week, including holidays, from at least 6:00 a.m. to 10:00 p.m., and if providing maintenance services, shall provide aircraft maintenance and repair services at least eight (8) hours per day, five (5) days per week. The fixed base operator shall also be on-call twenty-four (24) hour per day with after hours response times of one (1) hours or less.

Section 6.4 Subcontracting services; restrictions.

A fixed base operator may not subcontract any of activities described in section 6.1 except for major aircraft maintenance and repair services and the retail sale of aircraft parts and accessories. If the activity is not identified in section 6.1, a fixed base operator may subcontract any activities described in article 7, provided that such subcontractor meets the requirements in article 7 and operates from the fixed base operator's premises and in such areas as are approved by the airport manager.

Section 6.5 Minimum requirements of FBO services.

(a) Aviation fueling.

1. A fixed base operator shall comply with the National Fire Protection Association's codes and standards, as amended, FAA Advisory Circular 150/5230-4, as amended, all requirements of the rules and regulations, and all other applicable laws related to aircraft fuel handling, dispensing and storage.
2. A fixed base operator shall construct, install and/or maintain an on-airport above ground aviation fuel storage facility in a location approved by the airport manager. The fuel storage facility shall have total capacity for a minimum three days supply of aviation fuel for aircraft being serviced by the fixed base operator. In no event shall the total storage capacity be less than:
    i. One 20,000 gallon above ground storage tank for Jet
    ii. One 20,000 gallon above ground storage tank for Avgas; and
3. A fixed base operator shall demonstrate the capability to expand fuel storage capacity. A fixed base operator shall not construct or modify any fuel storage or distribution facilities without the written consent of the City and without complying with all City, state and federal safety standards. The City shall inspect such facilities periodically to ensure compliance with all standards.
4. A fixed base operator shall provide dispensing equipment sufficient to serve the needs of aircraft normally frequenting the airport, including the provision of at least two Jet fuel service vehicles and two Avgas refueling vehicles. Jet fuel service vehicles shall have single point and over-wing fueling capabilities and a

minimum capacity of 3,000 gallons. Avgas fuel service vehicles shall have a minimum capacity of 1,000 gallons. A fixed base operator shall have access to back-up fuel service vehicles. All equipment must meet local and federal safety standards. The metering devices shall be annually inspected, checked and certified by qualified business entities. The City may inspect such equipment periodically to ensure compliance with all standards.

5. A fixed base operator shall require all of its fuel service personnel to complete an aviation fuel service training course, obtain an airfield drivers permit, and receive periodic refresher training as required by the airport manager, the fire department and the FAA. A fixed base operator shall develop an in-house aviation fuel service training program or utilize a nationally-recognized fuel training program (i.e. NATA Professional Line Service Training or training program developed by major oil company such as Air BP, Avfuel, etc.) that is acceptable to the airport manager. The City and the FAA may periodically conduct inspections of the fixed base operator's activities and personnel to ensure adherence to safe practices.

(b) Aircraft line services

1. A fixed base operator shall employ and have on-duty during required hours of operations sufficient properly trained and qualified employees capable of providing aircraft fueling, aircraft parking, and ancillary aircraft ground support services and related customer services and support.
2. A fixed base operator shall have and maintain the equipment that is required to safely and efficiently tow the types of aircraft normally frequenting the airport, including a tug and towbars (dependant upon type of tug) rated for such aircraft.
3. A fixed base operator shall maintain such tools and equipment, including a ground power units, oxygen cart and supplies, fire extinguishers, chocks, tiedown supplies, etc. as are necessary for the servicing and support of aircraft types expected to use the airport.

(c) Aircraft storage, parking and tiedown

1. A fixed base operator shall lease, rent or license aircraft storage, parking and tiedown facilities to aircraft owners or operators solely for aircraft storage, parking and tiedown purposes.

*Section 6.6 **Insurance.***

A fixed base operator shall maintain the applicable types and amounts of insurance required by Article 4, except that the operator shall at all times maintain, as a minimum amount, commercial general liability insurance in the amount of at least $5,000,000 per occurrence, $5,000,000 products-completed operations, $5,000,000 hangarkeeper's, and $5,000,000 annual aggregate.

Section 6.7 Monthly fees

Fixed base operators shall pay fees as described by lease, license, permit or agreement.

(a.) Fees

1. A monthly land rental payment commensurate with market rates.
2. An airport fuel flowage fee, as identified in the airport rates and fees schedule, for fuel dispensed during the calendar month just ended.

(b) Applicability and form

1. The above-indicated fees are not in lieu of any transaction privilege taxes or other taxes.

2. Forms acceptable to the City's accounting office and/or the airport manager shall accompany all payments due to the City.

ARTICLE 7. GENERAL AVIATION SPECIALTY SERVICES.

Section 7.1 Hangar/shade leasing services.

A hangar/shade leasing services operator means a person engaged in the business of leasing, renting or licensing hangars/shades to based aircraft owners or operators solely for aircraft storage purposes. Transient aircraft storage is prohibited. A hangar/shade leasing services operator may engage in the business of constructing and operating hangars/shades to be leased. A hangar/shade leasing services operator shall comply with the following minimum standards:

(a) A hangar/shade leasing services operator shall lease sufficient land to accommodate the proposed number of hangars/shades based on a one to one (1:1) ratio of hangar space and ramp space.

(b) The construction plans and specifications for any hangars/shades to be constructed, including minimum hangar/shade sizes and architectural design plans, is subject to the written approval of the City.

(c) A hangar/shade leasing services operator leasing, renting or licensing hangars/shades in its operations shall maintain the types and amounts of insurance required by article 4 for any of its activities which may be covered by such insurance.

(d) A hangar/shade leasing service operator's hangars/shades shall include at least one (1) indoor restroom for every thirty (30) hangar/shade facilities for the use by operator's lessees, and appropriate office space for the operator's employees.

(e) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator located on airport shall pay twenty-five dollars ($25.00) per month for a monthly aeronautical business permit fee in addition to paying a monthly land rental payment commensurate with market rates.

Section 7.2 Aircraft sales services.

An aircraft sales services operator means a person engaged in the sale or brokerage of new and/or used aircraft and shall:

(a) Lease from a bona fide airport tenant or the City a minimum of 100 square feet of office space.

(b) If conducting sales services, maintain an approved Aircraft Dealers Certificate from the State of Arizona.

(c) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance.

(d) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental payment commensurate with market rates, shall pay the greater of twenty-five dollars ($25.00) per month or a

monthly aeronautical business permit fee of one-hundred dollars ($100.00) per sale of an aircraft. These monthly aeronautical business permit fees are applicable to all aircraft sales subject to the State of Arizona's transaction privilege tax.

Section 7.3 Aircraft maintenance and repair services.

An aircraft maintenance and repair services operator means a person providing one or more of the following services: airframe, engine or accessory overhaul; repair services on aircraft, including jet aircraft and helicopters; and sales of aircraft parts and accessories. An aircraft maintenance and repair services operator shall:

(a) Lease sufficient land to accommodate the proposed operations.

(b) Provide office space, hangar/shade facilities, a paved aircraft parking apron, an adequate number of paved automobile parking spaces for its customers, a public lounge and waiting room and public restrooms on its premises.

(c) Provide sufficient shop space, equipment, supplies and availability of parts equivalent to that required for certification by the FAA as an approved repair station.

(d) Either: (1) employ and have on-duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or aircraft inspector rating; or (2) maintains a current FAR Part 145 Certificate.

(e) Not conduct major maintenance, repair operations, or business activities at any time inside hangars/shades or other structures not designed for such function. Specific lease agreement and/or City fire codes shall determine what hangars/shades or other structures shall be approved for major maintenance activities.

(f) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance, except that the operator shall at all times maintain commercial general liability insurance in the amount of at least $5,000,000 per occurrence, $5,000,000 products-completed operations, and $5,000,000 annual aggregate.

(g) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental payment commensurate with market rates, shall pay the greater of twenty-five dollars ($25.00) per month or a monthly aeronautical business permit fee of one and one-half (1 1/2) of gross income from the operator's sales of all services, and one and one-half (1 1/2) percent of adjusted gross income for the operator's sales of parts and accessories. Adjusted gross income shall be income equal to gross income less the operator's cost for the parts or accessories.

Section 7.4 Aircraft leasing or rental services.

An aircraft leasing or rental services operator means a person engaged in the leasing or rental of aircraft to the public. An aircraft leasing or rental services operator shall:

(a) Lease from a bona fide airport tenant or the City a minimum of 100 square feet of office space.

(b) Employ and have on-duty during normal business hours at least one employee.

(c) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance.

(d) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental payment commensurate with market rates, shall pay the greater of twenty-five dollars ($25.00) per month or a monthly aeronautical business permit fee of one and one-half (1 1/2) percent of adjusted gross income from the operator's leasing and rental income. For aircraft rental, adjusted gross income shall equal gross income less the cost to provide the aircraft or lease payment on the aircraft. Adjusted gross income shall not be reduced by the sum of any operations and maintenance expenses including, but not limited to, insurance, fuel, oil, parts, repairs and accessories.

Section 7.5 Flight training services.

A flight training services operator means a person engaged in instructing pilots in dual and solo flight training, in fixed-wing and/or rotary-wing aircraft, and providing such related ground school instruction as is necessary to take a written examination and flight check ride for the categories of pilot's licenses and ratings involved. A flight training services operator shall:

(a) Lease from a bona fide airport tenant or the City a minimum of 100 square feet of office space.

(b) Provide adequate classroom facilities for the amount and type of training involved.

(c) Employ and have on-duty during normal business hours at least one instructor who is currently certified by the FAA to provide the type of training offered.

(d) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance.

(e) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental payment commensurate with market rates, shall pay the greater of twenty-five dollars ($25.00) per month or a monthly aeronautical business permit fee of one and one-half (1 1/2) percent of gross income from the operator's sales of all services including, but not limited to, flight instruction, ground school, testing examinations, sales of books and materials.

Section 7.6 Specialized aircraft repair services and sales.

A specialized aircraft repair services operator means a person engaged in the business of repairing aircraft radios, avionics, instruments, propellers, accessories, upholstery, painting and/or similar aircraft components. A specialized aircraft repair services operator sells new or used parts and components necessary for such repairs. A specialized aircraft repair services operator shall:

(a) Provide sufficient land to accommodate the proposed operations.

(b) Provide hangar/shade facilities, a paved aircraft parking apron, an adequate number of paved automobile parking spaces for its customers, a public lounge and waiting room and public restrooms on its premises.

(c) Employ and have on-duty during normal business hours at least one person who is currently certified by the FAA with ratings appropriate to the services offered.

(d) Not conduct maintenance or repair operations or business activities at any time inside hangars/shades or other structures not designed for such functions. Specific lease agreements and/or City fire codes shall determine what hangars/shades or other structures shall be approved for major maintenance activities.

(e) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance, except that the operator shall at all times maintain commercial general liability insurance in the amount of at least $3,000,000 per occurrence, $3,000,000 products-completed operations, and $3,000,000 annual aggregate.

(f) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental payment commensurate with market rates, shall pay the greater of twenty-five dollars ($25.00) per month or a monthly aeronautical business permit fee of one and one-half (1 1/2) percent of gross income from the operator's sales of services, and one and one-half (1 1/2) percent of adjusted gross income from the operator’s sales of parts and accessories. Adjusted gross income shall be income equal to gross income less the cost to provide the parts or accessories.

Section 7.7 Aircraft charter services.

An aircraft charter services operator means a person engaged in the business of providing air transportation of persons or property to the general public for hire, either on a charter basis or as defined by the FAA under Part 135. Aircraft charter services may include the performance of aircraft management services as defined in these minimum operating standards, as long as all requirements of such services are met. An aircraft charter services operator shall:

(a) Lease from a bona fide airport tenant or the City a minimum of 1,000 square feet of office space and provide an adequate number of paved automobile parking spaces for its customers, a public lounge and waiting room and public restrooms on its premises.

(b) Employ and have on-duty during normal business hours at least one person who holds current FAA commercial pilot and medical certificates and ratings appropriate for the operator’s flight activities. All flight crews shall be properly rated for the aircraft operated, and the operator shall provide reasonable assurance of the continued availability of qualified operating crews.

(c) Own or lease exclusively by written agreement aircraft currently certified and continuously airworthy. All aircraft shall meet the requirements of the FAA certificate held by the aircraft charter service operator.

(d) Have and provide the City with, a current FAR Part 135 Certificate or provisional FAR Part 135 Certificate, as well as the aircraft identification page from the operating specifications listing all aircraft on the certificate.

(e) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance.

(f) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental commensurate with market rates, shall pay a monthly aeronautical business permit fee of one or more of the following:

1. A monthly permit fee of fifty dollars ($25.00) for the operation of each aircraft weighing less than 12,500 pounds certificated maximum takeoff weight; and

2. A monthly permit fee of fifty dollars ($50.00) for the operation of each aircraft weighing more than 12,500 pounds but equal to or less than 41,000 pounds certificated maximum takeoff weight; and

3. A monthly permit fee of one-hundred and fifty dollars ($150.00) for the operation of each aircraft weighing more than 41,101 pounds certificated maximum takeoff weight.

Section 7.8 Specialized commercial flying services

A specialized commercial flying services operator means a person engaged in air transportation for hire for any of the following purposes: nonstop sightseeing flights that begin and end at the airport, aerial photography or survey, powerline or pipeline patrol, air ambulance service, airborne mineral exploration, or any other operations specifically excluded from FAR Part 135. A specialized commercial flying services operator shall:

(a) Lease from a bona fide airport tenant or the City a minimum of 1000 square feet of office space and provide an adequate number of paved automobile parking spaces for its customers, a public lounge and waiting room and public restrooms on its premises.

(b) Employ and have on-duty during normal business hours at least one person who holds a current commercial pilot and medical certificates with appropriate ratings for the aircraft to be flown.

(c) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance.

(d) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental payment commensurate with market rates, shall pay the greater of twenty-five dollars ($25.00) per month or a monthly aeronautical business permit fee of one and one-half (1 1/2) percent of gross income from the operator's sales of all services

Section 7.9. Aircraft management services.

An aircraft management services operator means a person performing one or more of the following services in the management of another person's aircraft: pilot staffing, records management, and other aircraft-related services not including services detailed in any other sections contained herein. Aircraft management also encompasses the exercise of the privilege of FAR Part 91.501 on behalf of the owner and the brokerage of a qualified aircraft through a FAR Part 135 operator to the general public. Aircraft management does not include the control of, or operation of, aircraft under FAR Part 135. An aircraft management services operator shall:

(a) Lease from a bona fide airport tenant or the City a minimum of 100 square feet of office space.

(b) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport which may be covered by such insurance.

(c) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental commensurate with market rates, shall pay a monthly aeronautical business permit fee of one or more of the following:

1. A monthly permit fee of fifty dollars ($25.00) for the operation of each aircraft weighing less than 12,500 pounds certificated maximum takeoff weight; and
2. A monthly permit fee of fifty dollars ($50.00) for the operation of each aircraft weighing more than 12,500 pounds but equal to or less than 41,000 pounds certificated maximum takeoff weight; and
3. A monthly permit fee of one-hundred and fifty dollars ($150.00) for the operation of each aircraft weighing more than 41,101 pounds certificated maximum takeoff weight.

Section 7.10. <u>Mobile aircraft maintenance and repair services</u>.

A mobile aircraft maintenance and repair services operator means a person providing one or more of the following services at the aircraft based location or within a designated aircraft maintenance area on the airport: airframe, engine or accessory overhaul; repair services on aircraft; and sales of aircraft parts and accessories. A mobile aircraft maintenance and repair services operator shall:

(a) Either: (1) employ at least one person who is currently certified by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant, or aircraft inspector rating; or (2) maintains a current FAR Part 145 Certificate; and provide proof of such ratings and certificates to the airport manager upon request.

(b) Only conduct aircraft maintenance and repair services on piston aircraft weighing less than 12,500 pounds certificated maximum takeoff weight.

(c) Not conduct major aircraft alterations or repairs or business activities at any time inside hangars/shades or other structures not designed for such function. Specific lease agreement and/or City fire codes shall determine what hangars/shades or other structures shall be approved for major aircraft alterations or repairs.

(d) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport that may be covered by such insurance, and provide proof of such insurance to the airport manager upon request.

(e) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental payment commensurate with market rates, shall pay the greater of twenty-five dollars ($25.00) per month or a monthly aeronautical business permit fee of one and one-half (1 1/2) percent of gross income from the operator's sales of services, and one and one-half (1 1/2) percent of adjusted gross income from the operator's sales of parts and accessories. Adjusted gross income shall be income equal to gross income less the cost to provide the parts or accessories.

Section 7.11. Mobile aircraft washing services

Mobile aircraft washing services operators engage in the cleaning, detailing and/or washing of aircraft either for the general public or for individual businesses. Aircraft washing is restricted to designated wash rack/pad areas and/or other areas permitted un-der an Approved Washing Plan (AWP) and shall be performed in accordance with Sec-tion 2-11 of the Airport Rules and Regulations. Operators providing mobile aircraft washing services shall meet the following standards:

(a) Submit and receive approval of an aircraft washing plan that contains the follow-ing information:
1. Name of individual/company conducting washing services, contact name and phone number.

(b) A detailed description of washing method/operation, including the following details:
1. Wash water containment method(s), (ramp scrubber, berms, containment boom, tarps, dry, etc.)
2. An estimate of the amount of water used per wash and frequency of operation,
3. Name and amount of chemical(s) used per wash, And
4. If "dry" washing or waxing/coating operations are conducted, provide affirmation that tarps, vacuum system and/or sweeping will be used to collect residual material for its proper disposal and to protect the ramp (if applicable). Operators must properly dispose of "dry" wash materials and/or residual waste.
5. Material Safety Data Sheets (MSDS) for all chemicals to be used.

(c) If washing is conducted outside of designated wash rack/pad, indicate the method of disposal of retrieved wash/waste water. If water is to be disposed of on airport property the following steps shall be taken:
1. Disposal of wash/waste water shall be done through an oil/water interceptor into the sanitary sewer system. At no time is wash/waste water to be disposed of in storm water drainage or dirt/grass areas.
2. Approval for the discharge of wash/waste water on airport property shall be obtained from the airport director. An approval letter shall be included in the AWP, and be accessible on-demand each time disposal is conducted on airport property.
3. A copy of the AWP shall be on wash site at all times while aircraft washing activities are performed, and shall be accessible to the airport director on-demand.
4. The aircraft washing services operator shall maintain a complete list of individuals/companies contracting for washing services and all aircraft washed during each month, including the date that service was provided, aircraft owner (if avail-able), FAA registration number, and make and model of aircraft for a period

of six (6) months. The list shall be made available to the airport director upon request.

(d) A mobile aircraft washing services operator shall at all times maintain in effect the types and minimum amounts of insurance, and contain provisions cited herein for any of its activities at the airport that may be covered by such insurance specified in section 4.

(e) The operator shall pay fees as prescribed by lease, license, permit or agreement. At a minimum an operator shall pay the greater of twenty-five dollars ($25.00) per month or a monthly aeronautical business permit fee of one and one-half (1 1/2) percent of gross income from the operator's sales.

Section 7.12. Airport rental car concession services.

An airport rental car concession services operator means a person providing rental car services at the airport. An airport rental car concession services operator shall:

(a) Have an airport lease, license, permit or agreement in effect with the City.

(b) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport that may be covered by such insurance.

(c) Employ and have on duty sufficient personnel during normal business hours.

(d) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator, in addition to paying a monthly land rental payment commensurate with market rates, shall pay the greater of twenty-five dollars ($25.00) per month or a monthly aeronautical business permit fee of one and one-half (1 1/2) percent of gross income from the operator's sales of all services. Automobiles are considered rented at Prescott Airport (and, therefore included in gross income) if:

1. The automobile is delivered to the customer at the airport; or
2. The rental agreement is entered into at the airport even though the automobile is delivered elsewhere; or
3. The automobile is pickup at the airport; or
4. A vehicle rented at the airport is exchanged for another vehicle at any location within twenty-five (25) miles of the Prescott Airport for a time-period running consecutively with the original rental agreement.

Section 7.13. Aircraft brokerage services.

A charter brokerage services operator means a person brokering another person’s aircraft for use in charter operation or filling seats in an aircraft for purposes of charter operation. Charter brokerage service does not include the control or operation of aircraft under FAR Part 135. A charter brokerage services operator shall:

(a) At all times maintain in effect the types and minimum amounts of insurance specified in article 4, for any of its activities at the airport that may be covered by such insurance.

(b) Pay fees as prescribed by lease, license, permit or agreement. At a minimum, an operator shall pay a monthly fee of $1.00/1,000 pounds maximum certificated takeoff weight of all aircraft arriving or departing the airport in conjunction with this service.

Section 7.14. Flying clubs.

A flying club is a non-profit entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment. A flying club shall meet the following standards and shall comply with these minimum standards:

(a) At the time of applying for a lease, license, permit or agreement with or from the City to operate a flying club at the airport, the club shall furnish the airport manager with:

1. A copy of its articles of incorporation, if the club is a corporation;
2. A copy of its articles of organization, if the club is a limited liability company;
3. A copy of its certificate of limited partnership, if the club is a limited partnership;
4. A copy of its partnership agreement, if the club is a general partnership;
5. A copy of the club's roster or list of members, including names of officers and directors;
6. Evidence of required insurance;
7. A description of all aircraft used;
8. Evidence that all aircraft are properly certificated; evidence of ownership of such aircraft; and
9. Any operating rules of the club.

(b) The clubs book's and records shall be made available for inspection and copying by the airport manager at any reasonable time. The club shall update its roster or list of members twice annually and provide the airport manager with such updated roster or list no later than June 30 and December 31 of each year.

(c) All aircraft used by the club shall be owned by the club or leased exclusively by written agreement to the club, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the club's members.

(d) The property rights of the club members shall be equal, and no part of any revenues received by the club shall inure to the direct benefit of any member (e.g. by salary or bonus).

(e) The club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacements of its aircraft and facilities.

(f) The club's aircraft shall not be used by anyone other than the club's members and shall not be used by anyone for hire, charter or air taxi. Flight instruction may be given in club aircraft, but only by one club member to another member. The member providing the flight instruction may be compensated by credit against payment of club dues or flight time.

(g) The club and its members are prohibited from leasing, selling, trading or bartering any good or service to or with any non-members of the club, except that a club may sell or exchange its aircraft and equipment for replacement or liquidation purposes.

(h) The club shall at all times maintain in effect the types and minimum amounts of insurance specified in Section 4 of these Minimum Operating Standards for any of its activities at the airport which may be covered by such insurance.

(i) The flying club shall pay fees as prescribed by lease, license, permit or agreement, and any applicable fees identified on the airport rates and fees schedule.

Exhibit F

Prescott_Regional Airport_Rules and Regulations

PRESCOTT REGIONAL AIRPORT - ERNEST A. LOVE
FIELD RULES AND REGULATIONS
TABLE OF CONTENTS

PART I: GENERAL PROVISIONS 4

ARTICLE 1. DEFINITIONS 4

Exhibit A: Hazardous Areas (yellow) and Non-Storage Areas (orange) 6

ARTICLE 2. PURPOSE AND APPLICATION 9
Section 2.1 Purpose of Rules and Regulations 9
Section 2.2 Conflicting Laws, Ordinances, Regulations and Contracts 9

ARTICLE 3. GENERAL USE OF THE AIRPORT 9
Section 3.1 Responsible Party 9
Section 3.2 Use of Airport Facilities 9
Section 3.3 Closing of Airport 10
Section 3.4 Aircraft Parking 10
Section 3.5 Aircraft Maintenance Areas (reserved) 10
Section 3.6 Aircraft Maintenance and Self-services 10
Section 3.7 Major Aircraft Alterations and Repair 10
Section 3.8 Wash Rack. (Reserved) 10
Section 3.9 Scheduled Passenger Commercial Activity Transfer Area(s) 11
Section 3.10 Smoking Areas 11
Section 3.11 Restricted Areas 11
Section 3.12 Access Codes, Devices, and Access Cards 11
Section 3.13 Maintenance of Airport Property 11
Section 3.14 Interference with Utilities and Systems 11
Section 3.15 Waste Receptacles and Disposal 11
Section 3.16 Rockets, Kites, Fireworks, Tethered Balloons, Model Aircraft, Drones, etc. 12
Section 3.17 Commercial Photography 12
Section 3.18 Advertisements 12
Section 3.19 Animals 12
Section 3.20 Firearms, Ammunition, and Explosives 12
Section 3.21 Intoxicating Liquors 13
Section 3.22 Property Damage, Injurious or Detrimental Activities 13
Section 3.23 Alteration of Airport Property 13
Section 3.24 Lost Articles 13
Section 3.25 Abandoned Property 13
Section 3.26 Flying Clubs 13

Section 3.27 Expressive Activity 14

ARTICLE 4. AIRCRAFT RULES 14
Section 4.1 Landing and Takeoff of Aircraft 14
Section 4.2 Aircraft Wingspan & Weight Restrictions 14
Section 4.3 Voluntary Noise Abatement Practices 14
Section 4.4 Disabled Aircraft 14
Section 4.5 Negligent Operation of Aircraft 15
Section 4.6 Required Aircraft Equipment 15
Section 4.7 Motorless Aircraft or Ultralight Vehicles 15
Section 4.8 Running of Aircraft Engines, Exhaust, Propeller Blast or Rotor Wash 15
Section 4.9 Taxiing of Aircraft 15
Section 4.10 Common Traffic Advisory Frequency 15
Section 4.11 Accident / Incident Reports 15
Section 4.12 Refusal of Clearance or Use 16
Section 4.13 Interfering or Tampering with Aircraft 16

ARTICLE 5. VEHICLES, PEDESTRIANS, ETC. 16
Section 5.1 General Requirements 16
Section 5.2 Licensing, Registration and Insurance 16
Section 5.3 Control of Vehicles 16
Section 5.4 Speed Limits 16
Section 5.5 Vehicles Operating on Runways and Taxiways 17
Section 5.6 Airport Vehicle and Pedestrian Access Control 17
Section 5.7 Airport Perimeter Road 17
Section 5.8 Authority to Remove Vehicles 17
Section 5.9 Bicycles and Miscellaneous Vehicles 17
Section 5.10 Motor Homes, Boats, Trailers and Recreational Vehicles 18
Section 5.11 Accidents 18
Section 5.12 Careless Operation, Driving While Intoxicated, etc. 18
Section 5.13 Parking Restrictions 18
Section 5.14 Volunteer Assistance 18
Section 5.15 Pedestrians in the Airside Area 18
Section 5.16 Vehicle Repair 19
Section 5.17 Ground Transportation 19

ARTICLE 6. FUELING, FLAMMABLE FLUIDS, AND SAFETY 19
Section 6.1 Fuel Safety 19
Section 6.2 Storage of Aircraft Fuel Trucks, Trailers and Other Aircraft Refueling Devices 20
Section 6.3 Aircraft Fueling Locations 20
Section 6.4 Maintenance of Fuel Servicing Vehicles 20
Section 6.5 Open Flame 20
Section 6.6 Removal of Gas, Oil, Grease, Aircraft Washing Effluent, etc. 20
Section 6.7 Lubricating Oils 20
Section 6.8 Fire Extinguishers 21
Section 6.9 Moveable Fuel Storage Tanks 21
Section 6.10 Self-fueling/Defueling 21

Section 6.11 Vehicle Fuel 21
Section 6.12 Exit Passageways 22
Section 6.13 Safety and Use of Aircraft Hangars and Storage Areas 22

ARTICLE 7. WAIVER OF RULES AND REGULATIONS 22
Section 7.1 Waiver of Rules and Regulations 22

PART I: GENERAL PROVISIONS

ARTICLE 1. DEFINITIONS

The following words and phrases, whenever used in these Rules and Regulations shall be construed as defined in this article unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases. All definitions contained in 49 U.S.C. § 40101 *et seq.* (hereinafter cited as the "FAA Act"), all amendments, and any implementing regulations shall be considered as included herein; and all such definitions shall be interpreted on the basis and intention of the FAA Act and amendments thereto unless from the context a different meaning is intended, or unless a different meaning is specifically defined or more particularly ascribed to the use of such words or phrases.

Abandoned Property means that it has been left on City property or the property of another without the consent of the City for forty-eight (48) hours without the owner moving or claiming it. Such property shall be impounded by the City Police Department.

Abandoned Vehicle means any vehicle, other than one falling within the categories enumerated by Arizona Revised Statutes sections 28-2482 et seq. and 28-4832 et seq. (i.e., horseless carriages, classic cars, historic vehicles, or street rod vehicles), which is without current license plates or tabs, or is inoperable, stripped, unclaimed, junked or discarded. This shall also mean vehicles, other than those categories enumerated above, being repaired, when such repairs take ninety (90) days or more. For purposes of these rules, the term "abandoned vehicle" may also refer to trailers, and/or dismantled and/or partially dismantled motor vehicles which by reason of dismantling, disrepair, or other causes, are incapable of being propelled under their own power, in addition to the definition herein, except for those categories of motor vehicles specifically exempted herein.

Aeronautical activity means any activity or service which involves, makes possible, or is required for the operation of aircraft, or contributes to, or is required for, the safety of such operations. "Aeronautical activities" include, but are not limited to, charter operations (under either Federal Aviation Regulation [FAR] Part 121 or 135), charter brokerage, aircraft hangar leasing, flight training, aircraft rental and sight-seeing, aerial photography, crop dusting, fire suppression, aerial advertising and surveying, aircraft sales, leasing and servicing, aircraft management, and sale of aviation petroleum products, whether or not conducted in conjunction with other included activities which have a direct relationship to the operation of aircraft, repair and maintenance of aircraft, sale of aviation parts and products, and any other activities which because of their relationship to the operation of aircraft can appropriately be regarded as an "aeronautical activity."

Aeronautical business permit means a written permit issued by the Airport Director that authorizes the permittee to conduct commercial aeronautical activity at the airport. *Air traffic* means aircraft operating in the air or on an airport surface, exclusive of loading ramps and parking areas. (*14 CFR 1.1)*

Aircraft means any device intended to be used, or designed to, navigate or fly in the air.

Aircraft fuel means all flammable liquids manufactured for the purpose operating a reciprocating or turbine engine.

Aircraft operation means an aircraft arrival at, or departure from, the airport.

Aircraft parking and storage areas means those hangar and apron locations of the airport designated by the Airport Director for the parking and storage of aircraft.

Airport means all of the property, leased, licensed, real or personal comprising Prescott Regional Airport as now exists or as may hereafter be expanded and developed. "Airport" includes all of its facilities as shown on the most current airport layout plan as shown in the Airport Boundary Map.

Airport Director means the duly appointed director of the airport or the director's designee.

Airside means the area of the airport that is either contained within the airport perimeter fence, or which requires access through a building located on or adjacent to airport property, or which requires access through a controlled airport access point.

Based means located, hangared, tied down or headquartered with the intent to remain for an extended period of time. An aircraft will be considered "based" at the Prescott Regional Airport if:

(1) the owner physically locates at the airport with no present intention of removal and with the purpose to remain for an undetermined period;

(2) whenever absent from the airport, its owner intends to return to the airport for permanent hangaring within a reasonable period of time, as determined by the Airport Director; and (3) its presence in the airport is something other than merely transitory in nature.

Based location means the location on the airport, which is listed as an aircraft's hangar, shade or tiedown location as registered with the Airport Director.

Commercial activity means the conduct of any aspect of a business, concession or service in order to provide goods or services to any person for compensation. An activity is considered commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt.

Commercial aeronautical activity or *Commercial aviation activity* means a form of commercial activity in which aeronautical activity is conducted in order to provide goods or services to any person for compensation.

Commercial aviation operator means a person who conducts commercial aeronautical activity at the airport.

Fixed base operator (FBO) means a commercial aviation operator who conducts that type of commercial aviation activity described in Article 6 of the Minimum Operating Standards.

Flying Club means a non-profit entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment.

Fuel handling means the transportation, delivery, draining of fuel or fuel waste products, and the fueling/defueling of aircraft.

Fuel storage area means any portion of the airport designated temporarily or permanently by the Airport Director as an area in which fuel may be stored or loaded.

General aviation means that portion of civil aviation, which encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity from the Civil Aeronautics Board and large aircraft commercial operators. *(AIM)*

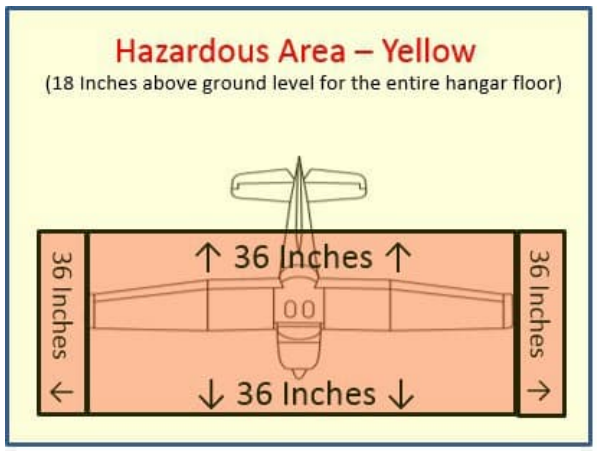
Hazardous and Non-Storage Areas (shown in Exhibit A below) is defined as the areas inside the hangar, consisting of:

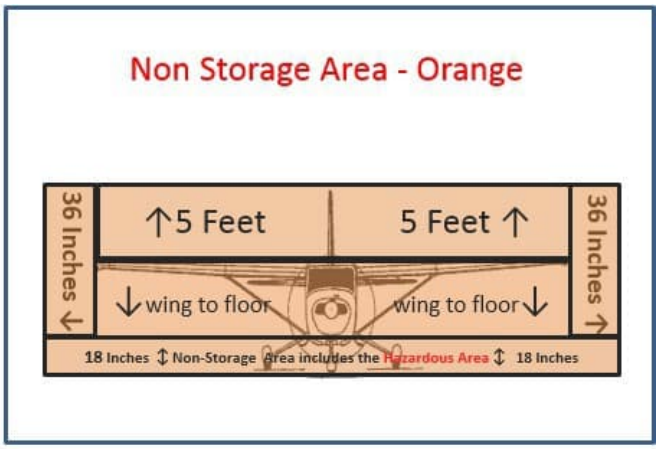
*Hazardous Area**: the area located from the floor up to 18 inches above the floor throughout the entire hangar, and associated storage unit that is open to the hangar.

Non-Storage Area: All the area within: 5 feet above the wings/body/engine, the area below the wings/body/engine (to the floor), and a 36" alley around and within the perimeter of the aircraft wings, fuel storage area(s), and engine, including down to the floor. *The 36-inch alley way will be deemed to be achieved, if in conformance with the passageway requirements in Section 6.12 below.*

**Note – The "Hazardous Area" is deemed to no longer exist when the main aircraft hangar door is fully opened for a minimum of 10 minutes, with no odor of fuel present. Upon partial or full closure of the main aircraft hangar door, the "Hazardous Area" and associated prohibits/limits are immediately in effect.*

Exhibit A: Hazardous Areas (yellow) and Non-Storage Areas (orange)





Note: Exhibit A diagrams are illustrative only - not to scale.

NO ACTIVITES WHICH PRODUCE SPARKS, OPEN FLAMES, HEATING OF METALS OVER 500°F, OR WHICH USE OR DISTRUBUTE FLAMMABLE LIQUIDS. Electric tools, circuits, and devices which are not rated for use within Class I, division II, hazardous areas MAY NOT be used in the Hazardous Areas.

Hazardous material means:

(a) any toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous chemical, substance, material, batteries/storage cells, hazardous waste or similar matter defined, classified, listed or designated as harmful, hazardous, extremely hazardous, dangerous, toxic or radioactive, or as a contaminant, pollutant, or health hazard; or other similar term, by, and/or;

(b) which is subject to regulation under, any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, and as they may be amended from time to time, including, without limitation, the Arizona Hazardous Waste Management Act, A.R.S. § 49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.).

Hazardous Waste means any chemical, compound, mixture, substance or article which is identified or listed by the United States environmental protection agency or appropriate agency of the state to be "hazardous waste" as defined in 40 CFR sections 261.1through 261.33, except that, for purposes of this chapter, hazardous waste shall include household waste as defined in 40 CFR 261.4 B1. *(Prescott City Code CHAPTER 7-5)*

Health Hazard means the presence of any item(s) which adversely impact or jeopardize the well-being or health of an individual. Such items may provide evidence of occupancy without adequate facilities or may be inclusive of human/animal waste, medical or biological waste, gaseous or combustible materials, radioactive waste, dangerous or corrosive chemicals/liquids, flammable and/or explosive materials, friable asbestos, offal and decay/matter. Such items constitute an imminent hazard. *(Prescott City Code CHAPTER 7-5)*

Imminent Hazard means Condition of real property that places a person's life, health, or property in high risk of peril when such condition is immediate, impending, on the point of happening, and menacing.*(Prescott City Code CHAPTER 7-5)*

Landside means the general public common use areas of the Airport such as public roadways, parking lots and buildings which are not contained in the airside area

Major aircraft alterations and repair means repairs of the parts or of the types listed in FAR Part 43 Appendix A.

Minor aircraft repair means all items not otherwise defined herein as major aircraft repair. *(14 CFR 1.1)*

Movement area means the runways, taxiways and other areas of the airport, which require permission from air traffic control prior to entering. The designation of movement areas shall apply at all times including hours when the airport traffic control tower is closed.

Owner of an aircraft means a person whose name appears as an owner on the aircraft registration and who holds legal title to an aircraft, or any person having exclusive possession of an aircraft pursuant to a written lease for a minimum term of twelve (12) months.

Permittee means a commercial aviation operator who holds a valid and effective aeronautical business permit issued by the Airport Director.

Person means any human being, any governmental or political subdivision or public agency, any public or private corporation, any partnership, any firm, association or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing or any other legal entity.

Public Area means those areas normally used by the general public, including structures and devices such as roadways, sidewalks and terminal facilities that are maintained and kept at the Airport for use by the general public.

Preventive aircraft maintenance means maintenance that is not a major aircraft alteration or repair and does not involve complex assembly operations as listed in FAR Part 43 Appendix A(c), except that item 22 thereof, replacing prefabricated fuel lines, shall, for purposes of these regulations, be considered major aircraft repair.

Rules and Regulations means the Prescott Regional Airport Rules and Regulations, including minimum operating standards for commercial aviation activity, or any amendments thereto.

Self-Service Activities means the activities that can be performed by the aircraft owner with his or her own employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an aircraft, provided the service is performed by the aircraft owner or his/her employees with resources supplied by the aircraft owner. Title 14 Code of Federal Regulations (CFR) Part 43 permits the holder of a pilot certificate to perform specific types of preventative maintenance on any aircraft owned or operated by the pilot.

Self-Fueling means the fueling or servicing of an aircraft (i.e. changing the oil, washing) by the owner of the aircraft with his or her own employees and using his or her own equipment. Self-fueling and other self-services cannot be contracted out to another party.

Specialized aviation service operator (SASO) means a commercial aviation operator who conducts that type of commercial aviation activity described in Article XX of these Rules.

Staging area means open space immediately adjacent to a hangar.

Taxilane means the portion of the aircraft parking areas used for access between taxiways and aircraft parking positions. *(AC 150/5300-13)*

Taxiway means a defined path established for the taxiing of aircraft from one part of the airport to another.

Technical specialist means a technical representative of an aircraft manufacturer, aircraft engine manufacturer, aircraft appliance manufacturer, or a non-destructive inspection specialist.

Vehicle means a device, except aircraft, in, upon, or by which any person or property is or may be propelled or moved. *(A.R.S. 28-101[71])*

Vehicle parking area means any portion of the airport designated and made available temporarily or permanently by the Airport for the parking of vehicles.

ARTICLE 2. PURPOSE AND APPLICATION

Section 2.1 Purpose of Rules and Regulations

The Rules and Regulations are intended for the safe, orderly and efficient operation of the airport, and apply to all persons using the airport, except as indicated in Section 2-2 below. (*FAA Order 5190.6B)*

Section 2.2 Conflicting Laws, Ordinances, Regulations and Contracts

(a) In any case where a provision of these regulations is found to be in conflict with any other provision of these regulations adopted hereunder or in conflict with a provision of any zoning, building, fire, safety, health or other ordinance, code, rule, or regulation of the City, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

(b) It is not intended by these regulations to repeal, abrogate, annul, or in any way impair or interfere with existing provisions of other laws, ordinances, codes, rules or regulations except those specifically repealed by these regulations, or to excuse any person from performing obligations to the City under any lease or other contract.

(c) No existing or future City contract, lease agreement or other contractual arrangement, nor any payment or performance hereunder, shall excuse full and complete compliance with these regulations. Compliance with these regulations shall not excuse full and complete compliance with any obligations to the City under any existing or future City contract, lease, agreement or other contractual arrangement.

(d) Compliance with these regulations does not excuse failure to comply with any other law.

ARTICLE 3. GENERAL USE OF THE AIRPORT

Section 3.1 Responsible Party

Persons accessing the airport shall be responsible for their own actions and the actions of any other person to whom they provide access, whether directly or indirectly, and shall indemnify and hold harmless the city from any damages or losses resulting therefrom, including any fines levied against the city by the FAA.

Section 3.2 Use of Airport Facilities

(a) No person shall use the airport or its facilities except in conformity with these Rules and Regulations, applicable requirements of the Prescott City Code, and all other applicable state and federal laws, rules and regulations.

(b) No person shall engage in any aeronautical activity at the airport except in conformity with all Federal Aviation Administration regulations; the applicable provisions of Title 28, Chapter 12, Arizona Revised Statutes; the applicable provisions of the Prescott City Code; and these Rules and Regulations.

(c) No person, other than an approved *technical specialist* as defined above, shall conduct or operate any commercial aeronautical activity at the airport without first obtaining an aeronautical business permit which must be in effect at the time the commercial aeronautical activity is performed.

(d) Non-based charter operators (operating under FAR Part 135) who are utilizing established FBO(s) for their activities are not required to obtain a permit. The FBO is responsible for collecting landing fees, as appropriate, in lieu of a permit.

(e) All scheduled passenger commercial activity must have prior permission from the Airport Director.

Section 3.3 Closing of Airport

In the event the Airport Director believes conditions of the airport are unsafe for aircraft operations, it shall be within the director's authority to close the entire airport or any part of the airport thereof. *(FAA Order 5190.6B)*

Section 3.4 Aircraft Parking

(a) Transient parking is located on the south ramp or at the FBO(s).

(b) No person shall park or allow to remain stationary any aircraft at the airport except within a designated aircraft parking and storage area. No person shall park an aircraft in a reserved aircraft parking and storage area without first having obtained an approved lease agreement. No person shall leave an aircraft parked in a shade or tiedown without first having secured the aircraft with chains or other approved fasteners in order to adequately tiedown the aircraft to pavement.(c) If any aircraft is parked in violation of this section, or in the determination of the Airport Director, presents an operational or safety hazard in any area of the airport, the Airport Director may cause said aircraft, at the owner's/operator's expense and without liability for reasonable damage which may result in the course of such moving, to be delivered into the care of a representative of an FBO or SASO authorized to do business on the airport.

Section 3.5 Aircraft Maintenance Areas (reserved)

Section 3.6 Aircraft Maintenance and Self-services

(a) An aircraft owner is permitted to fuel, wash, and provide preventive aircraft maintenance only to the owner's own aircraft which is based at the airport at its based location *provided that* the owner complies with these regulations and all applicable laws and city code provisions. An aircraft owner may not perform such services on a commercial basis for others unless the owner holds a valid aeronautical business permit or a temporary aeronautical services permit.

(b) An owner of an aircraft based at the Airport may hire or allow a person, other than a commercial aviation operator holding a valid aeronautical business permit, to provide any of the services described in Section 3.6(a) or in Section 3.7 only if such services are provided: (i) under the presence and direct supervision of the aircraft owner, (ii) at the based location of the aircraft at the airport, and (iii) in conformance with these regulations and all applicable laws and city code provisions. Where the services are provided for the benefit of the aircraft owner as a commercial activity, the individual shall be a direct employee (not independent contractor) of the aircraft owner, an FAA-certified mechanic holding a temporary aeronautical services permit, or an approved technical specialist. (*FAA Order 5190.6B)*

(c) Aircraft owners shall notify the Airport Director at least one (1) hour in advance of the technical specialist performing maintenance services on any aircraft.

Section 3.7 Major Aircraft Alterations and Repair

Major aircraft alterations and repairs are prohibited on the airport except:

(a) By a person holding a valid aeronautical business permit for such activity; or

(b) By the owner of the aircraft **or non-commercial experimental builder** under the provisions provided in these regulations. (*FAA Order 5190.6; FAR Part 43 Appendix A)*

Section 3.8 Wash Rack. (Reserved)

Section 3.9 Scheduled Passenger Commercial Activity Transfer Area(s)

(a) No person shall enplane or deplane an aircraft operated for the purpose of scheduled passenger commercial activity that has a seating capacity greater than eight (8) passengers, except in areas designated by the Airport Director.

(b) The passenger transfer area(s) shall only be used for the following purposes:

1. Safe and expeditious enplanement and deplanement of passengers on the airport; or
2. Parking of commercial aircraft for a duration no longer than two (2) hours on the air carrier ramp, unless approved by the Airport Director.

(c) Additionally, no person shall repair any aircraft while it is parked in a designated passenger transfer area except as approved by the Airport Director.

Section 3.10 Smoking Areas

No smoking or vaping shall be permitted:

(a) Within any City building; or

(b) Within fifty (50) feet of an aircraft, fuel truck and/or fuel storage area or where specifically prohibited by the City. *(U.F.C. Article 24, NFPA 407-2.7)*

Section 3.11 Restricted Areas

(a) No person shall enter the airside area except: (1) As necessary for the lawful use of an aircraft thereon; or to access leased, licensed, or permitted property; (2) To conduct a permitted business activity; (3) By consent of the Airport Director; (4) Or those under continuous escort by those authorized individuals listed above.

(b) No person shall enter the air carrier ramp area (or Security Identification Display Area), without prior approval by the Airport Director.

Section 3.12 Access Codes, Devices, and Access Cards

Persons provided with either a code, device or access card for the purpose of obtaining access to the airport shall only use airport-issued codes/devices/cards and shall not allow any other person to use such code or device nor divulge, duplicate, or otherwise distribute the same to any other person.

Section 3.13 Maintenance of Airport Property

All persons using any portions of the airport shall at all times maintain such premises in a reasonably clean, serviceable, safe and operable condition and repair, except as determined by the use permit, license, or lease.

Section 3.14 Interference with Utilities and Systems

No airport tenant or any other person shall do or permit to be done anything that may interfere with the effectiveness or accessibility of any public utility system, drainage system, sewer system, fire protection system, sprinkler system, alarm system or fire hydrant and hoses.

Section 3.15 Waste Receptacles and Disposal

(a) All persons at the airport shall dispose of all solid waste off the airport or in waste receptacles. Types of waste receptacles and their locations shall be designated by the Airport Director and no other receptacles or areas shall be used. No waste will be stored on the airport. All hazardous materials (including petroleum products), hazardous waste, health hazard, or imminent hazards shall be properly disposed of off the airport by the person generating the products or material or by a licensed transporter unless allowed to be recycled or disposed of as noted above.

(b) No hazardous material or waste (including petroleum products), health hazard, or imminent hazard shall be dumped or otherwise disposed of on the airport property.
(c) Airport Waste Aircraft Engine Oil Recycling Stations are provided solely for the disposal of waste aircraft engine oil, and for the exclusive use of non-commercial general aviation tenants.

Section 3.16 Rockets, Kites, Fireworks, Tethered Balloons, Model Aircraft, Drones, etc.

(a) **Rockets, kites, fireworks, and tethered-balloons:** No person shall fly or release a rocket, kite, fireworks, tethered-balloon, etc., on or within two (2) miles of the airport if such activity would create a hazard to aircraft operations or as. *(FAR Part 101)*

(b) **Model Aircraft, Drones and Unmanned Aircraft System (UAS) operations**. Drone operators should avoid flying near airports because of other air traffic. It is difficult for other aircraft to see and avoid a drone while flying, and drone operators are responsible for any safety hazard their drone creates in an airport environment. Per the FAA, below are three options for flying drones near airports:

1) **Option 1**: If you have a **Remote Pilot Certificate and are following part 107 rules,** you must get permission from air traffic control to fly in controlled airspace. 14 CRF Part 107 allows operations of drones or UAS under 55 pounds at or below 400 feet above ground level (AGL) for visual line-of-sight operations only. Operations in Class B, C, D and E airspace are only allowed with prior Air Traffic Control permission. The FAA can grant permission two different ways – LAANC or DroneZone (see https://faadronezone.faa.gov/#/).
2) **Option 2:** If you are flying with a **Model Aeroclub organization** (following the Special Rule for Model Aircraft), you must gain permission from the Airport and Air Traffic Control Tower in order to fly within 5 miles of the airport.
3) **Option 3:** For public entities (law enforcement or government agency), the FAA may issue special permission to fly in a designated location near an airport. Law enforcement and government agencies can also fly under the statutory requirements for public aircraft (49 U.S.C. §40102(a) and § 40125). Operate with a Certificate of Waiver or Authorization (COA) to be able to self-certify UAS and operators for flights performing governmental functions. For more information, visit https://www.faa.gov/uas/public_safety_gov/drone_program/.

Section 3.17 Commercial Photography

No person shall take still, motion or sound pictures of, at, or on the airport for commercial purposes without first receiving a written temporary activity permit issued by the Airport Director or the City of Prescott.

Section 3.18 Advertisements

No person shall post, distribute or display signs, advertisements, circulars, printed or written matter at the airport except in designated areas, or as permitted by the Airport Director.

Section 3.19 Animals

No person shall enter the airport with a dog or other animal unless the animal is restrained by a leash or properly confined as determined by the Airport Director. No person in charge of a dog or other animal shall permit the animal to wander unrestrained on any portion of the airport. (*Prescott City Code, Section 4-22)*

Section 3.20 Firearms, Ammunition, and Explosives

(a) No ammunition or loaded weapons shall be stored in a hangar.

(b) No person, except authorized law enforcement officers, or members of the Armed Forces of the United States on official duty, shall possess any explosives on the airport.

(c) No person shall store, keep, handle, use, dispense or transport at, in, or upon the airport any radioactive substance or material (except for minimum amounts of radioactive substances, such as radioactive paint illuminating instrument dials), without prior authorization from the Airport Director. *(A.R.S. 13.31)*

Section 3.21 Intoxicating Liquors

No person shall drink any intoxicating liquor upon any public area of the airport, except in such restaurant facilities as may be lawfully established or other place as shall be properly designated and licensed for on-sale liquor dispensing by the city.

Section 3.22 Property Damage, Injurious or Detrimental Activities

No person shall damage in any way airport property or conduct activities at the airport that are damaging to airport property or to activities and business of the airport. Any person causing any damage shall be fully responsible for the full cost of repairs. Any person failing to comply with this section may be refused the use of any airport facility until the city has been fully reimbursed for damage done. *(FAA Order 5190.6B)*

Section 3.23 Alteration of Airport Property

(a) No person shall make any alterations to any signs, buildings, aircraft parking and storage areas, leased areas or other airport property, nor erect any signs, buildings or other structures without prior permission of the Airport Director.

(b) Any construction on the airport must be approved by the Airport Director. A person constructing or causing the construction on the airport shall comply with all building codes and permit procedures of the city and shall deliver to the Airport Director as-built plans upon completion.

Section 3.24 Lost Articles

Any person finding lost articles within the public areas at the airport shall immediately notify airport operations at 928-777-1150 for inspection/collection. Articles unclaimed shall be disposed of in accordance with law.

Section 3.25 Abandoned Property

No person shall abandon any item on airport property or in any building on the airport.

Section 3.26 Flying Clubs

A flying club is a non-profit entity or organization organized solely for the purpose of providing its members with one or more aircraft for their personal use and enjoyment. A flying club shall meet the standards listed on the Registration of Flying Clubs form available from the airport office, and shall comply with these Rules and Regulations.

Section 3.27 Expressive Activity

The City of Prescott Airport Department's *Expressive Activity at Airports* policy is incorporated by reference into these rules. Any person or organization desiring to use Prescott Regional Airport for the purpose of itinerant non-commercial expressive activity such as picketing, distributing literature, and displaying signs shall be permitted to do so, providing such activities do not result in impairing or interfering with the operational functions of the airport. These activities must be in compliance with Prescott Regional Airport's *Expressive Activity at Airports* policy and be performed in designated areas by individuals possessing a current *City of Prescott Expressive Activity Permit.* Permits can be obtained following submission, review and approval of an application at Airport Administration (6546 Crystal Lane, Prescott, AZ 86301).

ARTICLE 4. AIRCRAFT RULES

Section 4.1 Landing and Takeoff of Aircraft

(a) Except in an emergency, all fixed wing aircraft landings and takeoffs shall be made on the runways.

(b) Landing aircraft shall clear the runway as soon as practical, consistent with safety, taxiing ahead to the nearest turn-off.

(c) Helicopter aircraft arriving and departing the Airport shall operate under the direction of the Air Traffic Control Tower during tower operating hours while the Prescott Class D Airspace is active. In no case shall rotor wing aircraft arrive, depart, ground taxi or hover taxi between hangar rows or between hangars and perimeter fences.

Section 4.2 Aircraft Wingspan & Weight Restrictions

(a) Aircraft shall not occupy any hangar, shade or tiedown, nor shall aircraft be operated in areas of the airport, where the aircraft's wingspan exceeds the maximum approved wingspan designation for that area as specified by the Airport Director or as published.

(b) Except as preapproved by an Airport-issued waiver, aircraft shall not occupy any hangar, shade or tiedown, nor shall aircraft be operated in areas of the airport, where the aircraft's weight exceeds the maximum approved weight restriction for that area as specified by the Airport Director or as published.

(c) The city assumes no liability for damage or loss resulting from aircraft operations in areas where aircraft wingspan or weight exceeds the designated wingspan or weight restrictions. Any such operation and/or resulting damage is solely at the risk of the aircraft operator. (FAA Order 5190.6B,)

Section 4.3 Voluntary Noise Abatement Practices

Unless otherwise directed by the airport traffic control tower, the voluntary noise abatement practices will be those posted on the Prescott Regional Airport website and also published on *Whispertrack* at www.whispertrack.com/airports/KPRC. Aircraft are advised to utilize appropriate noise abatement practices whenever possible consistent with safety.

Section 4.4 Disabled Aircraft

Aircraft owners and pilots, shall be responsible for the prompt removal of disabled aircraft, and parts thereof, from the movement area to the non-movement area unless required or directed by the Airport Director, FAA or NTSB to delay such action pending an investigation of an accident. In the event of failure to promptly remove such disabled aircraft, the Airport Director may cause the aircraft to be removed and bill the owners thereof for all charges or reasonable damage incurred in the removal, if operational or emergency circumstances warrant such removal. The city shall not be responsible for damage to disabled aircraft removed by the owner, operator, pilot, or other persons.

Section 4.5 Negligent Operation of Aircraft

No aircraft shall be operated in a careless, negligent or reckless manner, or in disregard of the rights and safety of others, or in an unmaintained or otherwise hazardous condition, or while any person controlling the aircraft would be prohibited by law from operating an automobile on public streets due to alcohol or drug influence or impairment, or at a speed or in a manner which endangers, or is likely to endanger, persons or property. (*FAR Part 91.13 & 91.17)*

Section 4.6 Required Aircraft Equipment

No aircraft shall land or take off at the airport unless it is equipped with brakes and, when the airport traffic control tower is in operation, must have a functioning radio capable of direct two-way communications with the airport traffic control tower, except in the case of an emergency or with prior consent of the Airport Director and/or the airport traffic control tower. *(FAA Order 5190.6B; FAR Part 91.129)*

Section 4.7 Motorless Aircraft or Ultralight Vehicles

No motorless aircraft or ultralight vehicles as defined by FAR Part 103 may land or take off at the airport without prior permission of the Airport Director or Air Traffic Control except in the case of landing emergencies. *(FAR Part 103.19; FAA Order 5190.6B)*

Section 4.8 Running of Aircraft Engines, Exhaust, Propeller Blast or Rotor Wash

(a) Aircraft engines shall be run at idle except as may be necessary for safe taxiing operations, taking off, landing, preflight testing, and maintenance testing.

(b) All aircraft engine run-ups shall be conducted in areas designated by the Airport Director. Except in an emergency, all aircraft engine run-ups for maintenance testing purposes shall be conducted between the hours of 0600-2200, except with prior permission by the Airport Director

(c) At no time shall an aircraft's engine(s) be operated while the aircraft is in a hangar, covered tiedown space.

(d) Pilots shall use caution when starting engines or taxiing to assure the exhaust, propeller blast or rotor wash will not cause injury to persons or do damage to property or spread debris on the airport.

Section 4.9 Taxiing of Aircraft

No person shall taxi an aircraft until they have ascertained that there will be no immediate danger of a collision with other aircraft, persons or objects. Aircraft shall not be taxied into or out of any hangar, shade, or other covered area. No taxiing shall be done except on areas designated for taxiing. If it is impossible to taxi aircraft without compliance with this section, then the engine must be shut off and the aircraft towed to the new location.

Section 4.10 Common Traffic Advisory Frequency

During hours when the airport traffic control tower is not in operation, aircraft operators shall utilize the common traffic advisory frequency (CTAF) at 125.3 to broadcast their intentions in accordance with the current *Aeronautical Information Manual (AIM)*.

Section 4.11 Accident / Incident Reports

Any persons involved in an aircraft accident, or in an incident involving personal injury or non-aircraft property damage occurring on the airport, regardless of dollar amount, shall notify the Airport Director as soon after the accident/incident as possible, but in no event later than the time required for reporting an accident to the FAA or to any other governmental agency, or within twenty-four (24) hours of the accident/incident, whichever is sooner. The notification shall include the name(s), address(es) and telephone number(s) of the persons involved (or aircraft owner), registration number(s) of the aircraft

involved, and a description of the accident/incident and its cause. When a written report of an accident is required by federal or state law, regulation, or agency, a copy of such report shall also be submitted to the Airport Director.

Section 4.12 Refusal of Clearance or Use

The Airport Director may delay or restrict any flight or other operations at the airport and may refuse takeoff clearance to any aircraft for any reason believed to be justifiable for safety or security reasons.

Section 4.13 Interfering or Tampering with Aircraft

No person shall interfere or tamper with any aircraft, aircraft parts, instruments or tools, or hangar without permission of the owner, or under the specific direction of the Airport Director.

ARTICLE 5. VEHICLES, PEDESTRIANS, ETC.

Section 5.1 General Requirements

No person shall operate a vehicle on the airport except in accordance with these rules and all federal, state and local law.

(a) Vehicles shall access all airport facilities and businesses from the landside public parking or appropriate gate areas for said facility or business.

(b) When an airport gate is out-of-service, vehicles shall access a secondary gate as specified by the out-of-service notification.

(c) All vehicles shall yield right of way to aircraft in motion and emergency vehicles.

(d) No vehicle, excluding ground service and emergency vehicles, shall approach closer than fifty (50) feet to any taxiing aircraft.

(e) All vehicles, upon entering or exiting an airport access gate, shall wait for the gate to completely close behind them before proceeding to their destination so as to not allow the entry of an unauthorized person or vehicle. If a subsequent (unknown/unauthorized) vehicle or person enters, the first (authorized) vehicle must immediately contact airport operations, in person or at 928 777 1150, with a description of the person(s) and/or vehicle.

Section 5.2 Licensing, Registration and Insurance

(a) No person shall operate a motorized vehicle of any kind on the airport without a valid state operator's license.

(b) All motorized vehicles shall maintain the appropriate type and amount of vehicle liability insurance in accordance with state law.

(c) All motorized vehicles that are not registered for use on public streets must have separate liability coverage in the amount prescribed by the city's risk director and approved by Airport Director.

Section 5.3 Control of Vehicles

(a) No person shall operate or park a vehicle at the airport in a manner prohibited by signs, pavement markings, or other signals posted by the city or by regulations under this article. The Airport Director has the authority to regulate or prohibit any class or type of vehicle or other form of transport that operates in the airside area.

(b) No person shall operate or park a vehicle on the airside area without appropriate need for access and possession of valid access privileges.

Section 5.4 Speed Limits

All vehicles shall be operated in strict compliance with all posted speed limits at the airport. The maximum speed limit for all vehicles in the airside, with the exception of authorized Regional and

emergency services vehicles in the performance their official duties, is twenty five (25) miles per hour in movement areas and fifteen (15) miles per hour in all other areas unless otherwise posted, or less, if conditions warrant to ensure safe operation.

Section 5.5 Vehicles Operating on Runways and Taxiways

(a) Only authorized vehicles will be allowed to operate on the air movement area of the airport. No vehicle shall be operated on the runways and taxiways unless so authorized by the Airport Director. *(A.R.S. 28.624)*

(b) Any vehicle authorized to operate on the airport runways or taxiways shall display an amber flashing beacon or a 3' x 3' white and orange checkered flag that complies with FAA Advisory Circular 150/5210-5D and is visible to the airport traffic control tower personnel. Exceptions to this rule must be authorized by the Airport Director.

(c) All vehicles that are authorized to operate on the runways or taxiways must be equipped with a two-way aviation radio, receive a clearance from, and remain in continuous communications with, the airport traffic control tower. The installation of a two-way radio does not permit the unauthorized operation of vehicles on runways or taxiways.

(d) If vehicles are not equipped with radios, prior approval must be obtained from the Airport Director. Additionally, all vehicle operators shall comply with the standard airport light gun signals.

(e) Any person operating a vehicle within the air movement areas must possess a current and valid airfield driver's permit, in accordance with FAR Part 139, unless under an escort approved by the Airport Director.

Section 5.6 Airport Vehicle and Pedestrian Access Control

Persons owning, operating or otherwise responsible for airport property which contains any portion of the airport security perimeter (as defined by the Airport Director), shall operate and maintain all vehicular and pedestrian access points and airport security perimeter on their property in a manner, acceptable to the Airport Director, which limits access from their property to the airport to only those persons authorized by the Airport Director.

Section 5.7 Airport Perimeter Road

The airport perimeter road shall only be used by airport administration vehicles, FBO fuel trucks, and other vehicles as posted/signed, and/or authorized by the Airport Director.

Section 5.8 Authority to Remove Vehicles

The Airport Director may cause to be removed from any area of the airport any vehicle which is disabled, abandoned, parked in violation of these regulations, or which presents an operational hazard as determined by the Airport Director to any area of the airport, at the operator's expense and without liability for reasonable damage which may result in the course of such movement.

Section 5.9 Bicycles and Miscellaneous Vehicles

(a) The use of bicycles is permitted in accordance with all applicable regulations set forth herein for vehicles as may apply to bicycles. For safety, bicycles used after dark must be equipped with reflectors and a light.

(b) No person shall use at the airport any go-cart, go-ped, skateboard, rollerblade, all-terrain vehicle or other vehicle not licensed or otherwise permitted by state law for operation on a public street or highway with the exception of golf carts and tow vehicles.

(c) This section does not pertain to city vehicles or vehicles used solely for tugging, marshaling, or refueling aircraft.

Section 5.10 Motor Homes, Boats, Trailers and Recreational Vehicles

Motor homes, boats, trailers and recreational vehicles shall not be stored anywhere on the airport unless in accordance with a city-approved lease, license, permit or hangar policy. *(FAA Order 5190.6B)*

Section 5.11 Accidents

The driver of any vehicle involved in an accident on the airport which results in injury or death to any person, or damage to any property, shall immediately stop such vehicle at the scene of the accident; render reasonable assistance to a person injured in the accident, including making arrangement for the transporting of the person to a physician, surgeon or hospital for medical or surgical treatment if it is apparent that treatment is necessary or if the transporting is requested by the injured person; and give his/her name, address and operator's license and registration number to the person injured, the Airport Director and to any police officer.. The operator of such vehicle shall make a report of such accident in accordance with state law and provide a copy of same to the Airport Director.

Section 5.12 Careless Operation, Driving While Intoxicated, etc.

No vehicle, of any kind, shall be operated at the airport:

(a) In a careless, negligent or reckless manner, or in disregard of the rights and safety of others, or while the driver would be prohibited by law from operating a vehicle upon the public streets of the city due to: drug or alcohol impairment or influence, lack of operator's license, or at a speed or in a manner which endangers or is likely to endanger persons or property;

(b) If the vehicle is constructed, equipped or loaded as to endanger or be likely to endanger persons or property, or to result in the load or other materials becoming separated from the vehicle; or

(c) Without operating headlights, tail lights, turn signals, and brake lights during hours of darkness or during inclement weather.

Section 5.13 Parking Restrictions

(a) No person shall park or leave any vehicle standing, whether occupied or not, except within a designated parking area.

(b) For a short period of time, a vehicle may be parked in the hangar alley, so long as the vehicle does not restrict or obstruct aircraft movement, the vehicle owner is nearby, and the vehicle can be promptly relocated upon request.

(c) In addition to 5.13 (a) above, aircraft owners and operators may also park their vehicle in the aircraft storage or parking space designated for their aircraft.

(d) Vehicles parked in an aircraft parking and storage area shall be parked in a manner so as to be completely contained in the aircraft parking or storage space and to not obstruct adjacent aircraft parking and storage areas, or taxilanes unless for the purposes of immediate and temporary loading, unloading, or staging of an aircraft.

(d) The vehicle shall only be parked in a manner that allows the vehicle to be immediately driven or towed away from any nearby aircraft in case of emergency.

(e) No vehicle shall be abandoned at the airport or parked more than 30 consecutive days without prior written permission of the Airport Director.

Section 5.14 Volunteer Assistance

No person shall enter the airside area of the airport for the purposes of attending, observing or assisting at the scene of an accident except persons authorized by law or otherwise requested or with consent of the Airport Director or airport traffic control tower.

Section 5.15 Pedestrians in the Airside Area

No person shall walk, stand, or loiter in the airside area if such activity is determined to be an operational or safety concern as determined by the Airport Director.

Section 5.16 Vehicle Repair

(a) No person shall clean or make any repairs to vehicles anywhere on the airport except minor repairs necessary to remove such vehicles from the airport, and such must be conducted completely within the confines of the hangar.

(b) No person shall move, interfere or tamper with any vehicle, or take or use any vehicle part, or tool thereof, without the written permission of the owner or satisfactory evidence of the right to do so duly presented to the Airport Director.

Section 5.17 Ground Transportation

This section applies to all persons engaged in commercial ground transportation at Prescott Regional Airport – Ernest A. Love Field, including all commercial ground transportation providers, authorized providers and drivers.

(a) Permit application and/or License Agreement, other than contracted authorized providers, a person who desires to conduct commercial ground transportation must apply for and obtain an Airport Non-Aeronautical Business Use License from the Airport Administration Office. An application can be obtained from the Airport Administration Office or online at:

- Airport Administration
  6630 Airport Avenue
  Prescott, AZ 86301
  www.flyprescott.com/business

No person shall engage in commercial ground transportation on the airport until an approved license has been issued by the Airport Director of his/her designee. The business use license will expire, unless terminated sooner, twenty-four months from the date of issuance.

(b) Insurance, as part of the Airport Non-Aeronautical Business Use License, before approval of a use license the City of Prescott, Prescott Regional Airport – Ernest A. Love Field must have on file a valid copy of insurance and shall posses the minimum insurance coverages required by State Law. An email, or hand delivered copy of the certificate of insurance is acceptable. All insurance policies required must be in effect at or prior to commencing commercial ground transportation, commercial operations, or commercial activities at the airport, and remain in effect for the duration of the License. Any policy endorsement that restricts or limits coverage must be clearly noted on the certificate of insurance and declared to the City of Prescott Airport Administration Office. Certificates of insurance for all authorized providers must reflect, at a minimum, state-mandated automobile liability limits in accordance with this section and Arizona Revised Statues:

- $250,000 for 1-8 Vehicle Seats / $250,000 Uninsured Motorists (UM)
- $750,000 for 9-15 Vehicle Seats / $300,000 Uninsured Motorists (UM)
- $5,000,000 for 16+ Vehicle Seats / $300,000 Uninsured Motorists (UM)

The City of Prescott must be named as an additional insured on the liability policy and listed as such on the certificate of insurance. The City, its officers, officials, agents, employees, and volunteers shall be additional insureds to the full limits of liability purchased by the authorized provider even if those limits are in excess of those required by license, permit or contract.

ARTICLE 6. FUELING, FLAMMABLE FLUIDS, AND SAFETY

Section 6.1 Fuel Safety

All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the City of Prescott Fire Code and FAA Advisory Circular 150/5230-4b, as amended, all requirements of these regulations, and all other applicable law.

Section 6.2 Storage of Aircraft Fuel Trucks, Trailers and Other Aircraft Refueling Devices

(a) Aircraft refueling vehicles, other moveable aircraft fuel containers and refueling devices shall be stored outside and not less than fifty (50) feet from a building or parked aircraft such other distance as shall be approved by Airport Director and City Fire Department. [NFPA 407 6.2.1.1(4)]

(b) Aircraft refueling vehicles shall be parked in a manner to provide a minimum of ten (10) feet of separation between another vehicle or aircraft refueling device. [NFPA 407 6.2.1.1(2)]

(c) No aircraft refueling vehicle, aircraft fuel container, or other aircraft refueling device, empty or otherwise, shall be brought into, kept or stored within any building at the airport unless the building is used exclusively for that purpose. (NFPA 407 6.2.8.3). This section does not apply to vehicle fuel cans with a capacity of not more than (10) total gallons per class. Exceptions require permission of the Fire Marshall. (NFPA 30).

Section 6.3 Aircraft Fueling Locations

All aircraft fueling shall be performed outdoors and completely outside the aircraft hangars. Aircraft being fueled shall be positioned so that **aircraft fuel system vents or fuel tank openings** are not closer than twenty-five (25) feet from any building, hangar, T-hangar or T-shade. (NFPA 407 4.2.11.1.1)

Section 6.4 Maintenance of Fuel Servicing Vehicles

Maintenance and servicing of aircraft fuel servicing vehicles and carts shall be performed outdoors or in a building approved for that purpose by the fire department. (NFPA 407 6.2.8.3)

Section 6.5 Open Flame

(a) There shall be no open flames on the airport, within fifty (50) feet of any aircraft, fuel servicing operation, fueling equipment, or fuel storage area, and where otherwise specifically prohibited by the City. (NFPA 407 4.2.12.2.2 and NFPA 407 4.2.12.2.4)

(b) The category of open flames and lighted open-flame devices shall include, but shall not be limited to the following: (1) lighted cigarettes, cigars, or pipes (2) electronic cigarettes (e.g. personal vaporizers or electronic nicotine delivery systems; (3) exposed flame heaters, liquid, solid or gaseous devices, including portable or wheeled gasoline or kerosene heaters, and gas or charcoal grills; (4) heat-producing welding or cutting devices, and blowtorches; and (5) flare pots or other open-flame lights. (NFPA 407 4.2.12.2.3)

Section 6.6 Removal of Gas, Oil, Grease, Aircraft Washing Effluent, etc.

(a) In the event of spillage or dripping of gasoline, oil, grease or any material which may be unsightly or detrimental to the airport, the same shall be removed immediately by the operator or owner of the equipment causing the same or by the tenant, concessionaire or property owner responsible for the deposit.

(b) In the event of such spillage, and the failure of the operator or owner to restore the area to its original safe and environmentally sound status, the city may clean up any material spilled, placed or otherwise deposited at the airport and may charge the responsible person(s) for the cost of the cleanup, any required environmental remediation, and any expenses incurred by, or fines or damages imposed on, the city as a result thereof.

(c) Any spillage of aviation fuel, gasoline, oil, grease, or similar material in excess of one gallon or fifty square feet must be immediately reported to Prescott Fire Department at 911 and Airport Operations at 928-777-1150. (I.F.C. 2006.11.5)

(d) Failure to report a spill event may constitute grounds for denying future access to the airport.

Section 6.7 Lubricating Oils

No more than sixty (60) gallons of lubricating oils which are necessary for minor aircraft maintenance and have a flash point at or above 100º F, may be stored in hangars or other suitable storage devices as

approved by the Airport Director, provided they are stored in their original container and have original manufacturer's labeling. (*I.F.C. Chapter 57)*

Section 6.8 Fire Extinguishers

(a) Hangar tenants are responsible for acquiring and maintaining a fire extinguisher with a U/L rating of at least two 2A/10BC or one 2A/20BC. The 2A/20BC rating on the extinguisher indicates the contents can be used for extinguishing Class A, B, or C fires. Class A rating is for paper and other solids, Class B for liquids and Class C for extinguishing electrical fires.

(b) Storage unit tenants are responsible for acquiring and maintaining a fire extinguisher with a U/L rating of at least one 2A/10BC or if the storage room is open to the adjacent hangar and within 75 feet travel distance of such a unit. The 2A/10BC rating on the extinguisher indicates the contents can be used for extinguishing Class A, B, or C fires. Class A rating is for paper and other solids, Class B for liquids and Class C for extinguishing electrical fires.

(c) The fire extinguisher shall be mounted in a conspicuous location along an exit path or adjacent to the exit door. The top of the extinguisher may not be more than four feet above floor level.

(d) **Fire extinguishers must be professionally serviced or replaced annually, and is the responsibility of each hangar tenant.** Each fire extinguisher shall carry a suitable tag showing the date of most recent inspection. (NFPA 10 & IFC Section 906)

(e) Use of any fire extinguisher under any circumstances shall be reported to the Airport Director and the fire code official immediately after use. [1998 NFPA 10, Section 4-5; 1997 I.F.C., Section 2005.8]

(f) At least two (2) fire extinguishers, each having a rating of 80-B:C, shall be available for use in connection with the aircraft fuel handling operations. (NFPA 407, Section 4-3.10 and 6.1.10.1)

Section 6.9 Moveable Fuel Storage Tanks

Unless otherwise approved by the Airport Director and city fire department, moveable aircraft fuel storage tanks are prohibited at the airport except for:

(a) Aircraft fuel trucks and trailers constructed, operated and maintained in all respects as required by law.

(b) Permanent fuel tanks in an operable aircraft.

(c) Tanks not exceeding one-gallon capacity used solely for sampling and testing fuel, engines and fuel handling apparatus.

(d) No more than one (1) tank with a capacity of not more than 100 gallons used by a person to fuel their own aircraft pursuant to a self-fueling permit.

(e) Tanks lawfully transporting fuel for immediate dispensing into a fuel storage tank permitted by the city. Such vehicles shall access the airport at a point approved by the Airport Director and remain under escort by a representative of the company receiving the fuel.

Section 6.10 Self-fueling/Defueling

As per FAA Order 5190-6B (11.1-3), pilots are permitted to self-fuel their own aircraft. Airport-based aircraft owners wishing to self-fuel/defuel their own based-aircraft will be permitted to do so, providing they:

(a) Apply for a City of Prescott Airport Department self-fueling permit;

(b) Meet all standards within the airport's *Self-Fueling Policy;* and,

(c) Continue to comply with the *Self-Fueling Policy* requirements, these rules/regulations, and all related/applicable laws, following issuance of the permit.

Section 6.11 Vehicle Fuel

No person shall store vehicle fuel on the airport except:

(a) Within the permanently installed fuel tank of a vehicle for use only by that vehicle; Within a moveable container designed for storage of vehicle fuel and having a capacity of not more than (10) gallons per class, in containers designed for that use; or

(b) Within above ground storage tanks approved by the Airport Director.

(c) No vehicle, except aircraft and vehicles authorized by the Airport Director, may be fueled on the airport.

Section 6.12 Exit Passageways

Within all Airport Hangars/Storage Rooms, exit passageways must be continuously maintained as follows:

(a) The minimum width of exit passageways in a hangar/storage unit shall not be less than 36 inches in width, and be maintained free of objects from the most remote section of the hangar (and the storage room if included in the use space) to the exit location. (I.F.C. Section 1023.2)

(b) An 80-inch vertical clearance must be maintained throughout the entire length of the exit passageway. (I.F.C. Section 1003.3.1)

(c) Exceptions to the height and width requirements will be based solely on the aircraft-to-wall/door distance, as allowed by Airport Director and Fire Code Official. (I.F.C. Section 1003.3.1)

Section 6.13 Safety and Use of Aircraft Hangars and Storage Areas

Hangars, T-shades and storage rooms must be in compliance with these Rules and Regulations, the Hangar Agreement, and the Airport's policy on *Aircraft Hangars and Storage Rooms.* This policy details additional requirements for those users, including those relating to the following topics:

- Aircraft ownership
- Acceptable uses for hangars (and non-aircraft storage rooms, as appropriate)
- Acceptable stored items in hangars (and non-aircraft storage rooms, as appropriate)
- Allowable quantity storage
- How to store items
- What may be used in a hangar/storage room
- Other safety and inspection Requirements
- Modifications/additions (including those requiring a building permit)

ARTICLE 7. WAIVER OF RULES AND REGULATIONS

Section 7.1 Waiver of Rules and Regulations

(a) In the interest of addressing unforeseen and unusual circumstances regarding airport operations, safety or security, the City, in its sole and absolute discretion, may waive rules or regulations in accordance with the process set forth in subsection (b) below.

(b) The waiver process for the airport is as follows:

(1) The applicant must apply for a waiver in writing to the Airport Director.

(2) The waiver request will be reviewed and acted upon by the Airport Director.

(3) If the application is denied, then upon the written request of the applicant filed with the Airport Director within ten (10) days after the denial, the decision of the Airport Director may be reviewed by the City Manager. The City Manager may decline to review the decision, in which case it is final, or the City Manager may sustain, reverse, or modify the decision.

(c) In no event, shall a waiver be granted if to do so would be inconsistent with applicable laws, ordinances, rules/regulations, and/or federal grant assurances.

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Fire Department
ITEM #:	9.F
SUBJECT:	Approval of City Contract No. 2025-111A1, an Amendment to City Contract No. 2025-111 Between the Prescott Fire Department and Yavapai Regional Medical Center for a Base Hospital & Provider Agreement Adding Yavapai Regional Medical Center East Campus, 7700 E. Florentine Prescott Valley, AZ 86314 to the Agreement & Extending the Termination Date.

ITEM SUMMARY

This item is for approval of City Contract No. 2025-111A1, the first amendment to an emergency base station agreement with Yavapia Regional Medical Center. The amendment will be entered into effective the later of June 15, 2026, or the last date signed below (“Amendment Effective Date”), by and between Yavapai Community Hospital Association, an Arizona nonprofit corporation, doing business as Yavapai Regional Medical Center to include the following locations: Yavapai Regional Medical Center –West Campus, 1003 Willow Creek Road, Prescott, AZ 86301, Yavapai Regional Medical Center – East Campus, 7700 E. Florentine, Prescott Valley, AZ 86314 (each, the “Medical Center”), and Prescott Fire Department (“EMS Provider”). The Medical Center and EMS Provider are each at times referred to herein as a “Party” or, collectively, as the “Parties.”, amending that certain Emergency Base Station Agreement entered into between the Parties effective November 27, 2024 (the “Agreement”).

"Term. This Agreement expires on June 30, 2029 (the “Expiration Date”)."

BACKGROUND

State Statutes require that the Arizona Department of Health Services (ADHS) regulate Emergency Medical Services (EMS). One regulation is to ensure that providers of Paramedic level care (Advanced Life Support), have an agreement with a Base Hospital for medical control, direction, and administrative oversight of all providers. For more than 30 years, the City of Prescott has had an agreement with Yavapai Regional Medical Center (YRMC). The attached agreement sets out the expectations for the Provider Agency (City of Prescott Fire Department) and the Base Hospital (YRMC).

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2025-111A1

ATTACHMENTS

1. Prescott Fire Department - Base Station Agreement Amendment
2. Prescott Fire Department - Base Station Agreement - 2024

FIRST AMENDMENT TO EMERGENCY BASE STATION AGREEMENT

THIS FIRST AMENDMENT TO EMERGENCY BASE STATION AGREEMENT ("***Amendment***") is entered into effective the later of June 15, 2026, or the last date signed below ("***Amendment Effective Date***"), by and between **Yavapai Community Hospital Association,** an Arizona nonprofit corporation, doing business as **Yavapai Regional Medical Center** to include the following locations: **Yavapai Regional Medical Center – West Campus**, 1003 Willow Creek Road, Prescott, AZ 86301, **Yavapai Regional Medical Center – East Campus**, 7700 E. Florentine, Prescott Valley, AZ 86314 (each, the "***Medical Center***"), and **Prescott Fire Department** ("***EMS Provider***"). Medical Center and EMS Provider are each at times referred to herein as a "***Party***" or, collectively, as the "***Parties***.", amending that certain Emergency Base Station Agreement entered into between the Parties effective November 27, 2024 (the "***Agreement***").

THE PARTIES agree as follows:

1. The Parties amend the first paragraph of the Agreement to update the Yavapai Regional Medical Center's locations and *add* Yavapai Regional Medical Center – East Campus, 7700 E. Florentine, Prescott Valley, AZ 86314 and read as follows:

> "**Yavapai Community Hospital Association,** an Arizona nonprofit corporation, doing business as **Yavapai Regional Medical Center** to include the following locations: **Yavapai Regional Medical Center – West Campus**, 1003 Willow Creek Road, Prescott, AZ 86301, **Yavapai Regional Medical Center – East Campus**, 7700 E. Florentine, Prescott Valley, AZ 86314 (each, the "***Medical Center***"),"

2. The Parties amend Section 4.1 of the Key Informational Terms of the Agreement to read as follows:

"**Term.** This Agreement expires on June 30, 2029 (the ***"Expiration Date"***)."

3. All other terms and conditions of the Agreement remain unchanged, and except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. This Amendment may be executed by the Parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

IN WITNESS WHEREOF, Hospital and Entity execute this Amendment as of the dates below.

Yavapai Community Hospital Association, an Arizona nonprofit corporation, doing business as **Yavapai Regional Medical Center**

By: _____

Title: _____

Date: _____

City of Prescott

By: _____
Mayor

Date: _____

Attest:
By: _____
City Clerk

Date: _____

Approved as to Form:
By: _____
City Attorney

Date: _____

Docusign Envelope ID: 6798FA7D-CE70-4B2B-B402-D2EB55E849D1

EMERGENCY BASE STATION AGREEMENT

This EMERGENCY BASE STATION AGREEMENT ("***Agreement***") commences the later of April 30, 2024 or the last date last date signed below ("***Effective Date***") by and between **Yavapai Community Hospital Association,** an Arizona nonprofit corporation, doing business as **Yavapai Regional Medical Center** to include the following locations: **Yavapai Regional Medical Center – West Campus**, 1003 Willow Creek Road, Prescott, AZ 86301 ("***Medical Center***"), and **The City of Prescott**, a municipal corporation of the State of Arizona, acting through the **Prescott Fire Department** (the **"City"** or **"*EMS Provider*"**). Medical Center and EMS Provider are each at times referred to herein as a "***Party***" or, collectively, as the "***Parties***."

RECITALS

A. Medical Center is a full service medical and surgical facility licensed by the State of Arizona that desires to support health care throughout the community by serving as a basic life support (***"BLS"***) and advanced life support (***"ALS"***) base hospital medical facility for EMS Provider.

B. EMS Provider desires to use Medical Center as a base hospital medical facility and to receive Medical Center's administrative medical control and on-line medical direction of EMS Provider's emergency medical care technicians as defined in A.R.S. § 36-2201 ("***Provider's EMCTs***") who render emergency care to persons within the community.

C. Medical Center and EMS Provider desire to collaborate to identify the impact of low-acuity service demands and present initiatives to encourage proper utilization of health care and health-related services and facilities.

D. Medical Center and EMS Provider desire to improve community health outcomes through mutually agreed-upon data exchange between the Parties to the extent permitted by each Party's resources, policies and applicable law.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Medical Center Responsibilities. All responsibilities of the Medical Center under this Agreement shall be performed in accordance with federal and state law, rules and regulations governing the requirements for base station hospitals.

1.1 Medical Center shall identify a physician with privileges at Medical Center who satisfies the criteria related to emergency medicine under A.A.C. Rule 9-25-201 (***"Qualified Emergency Physician"***) to serve as the Medical Center's primary Base Station Medical Director (***"Base Medical Director"***) who shall be responsible for administrative medical direction and on-line medical supervision of Provider's EMCTs assigned to Medical Center. Medical Center shall also identify another Qualified Emergency Physician to function as the backup Base Medical Director when the Base Medical Director is not available.

1.2 Medical Center shall arrange for at least one physician with privileges at Medical Center who satisfies the criteria related to emergency medicine under A.A.C. Rule 9-25-202 (each an ***"Emergency Physician"***) to be physically present twenty-four (24) hours a day in the Medical Center's Emergency Department to provide on-line medical direction to Provider's EMCTs. Medical Center may permit an Emergency Physician to relay medical direction to Provider's EMCTs through one of the health professional listed in A.A.C. Rule 9-25-202(B)(4) (each an ***"Intermediary"***) while under the supervision of the Emergency Physician.

Docusign Envelope ID: 6798FA7D-CE70-4B2B-B402-D2EB55E849D1

1.3 Medical Center shall appoint a qualified individual as its "Pre-Hospital Coordinator" to collaborate with EMS Provider in the performance of select activities to oversee and monitor qualifications of Provider's EMCTs assigned to Medical Center, e.g., review of certifications, training, education, and skill levels (collectively, ***"EMCT Pre-hospital Activities"***). The Pre-Hospital Coordinator shall be an Emergency Physician, RN or Paramedic who shall be available to address EMCT Pre-hospital Activities during Medical Center's reasonable business hours.

1.4 Medical Center shall inform each Base Station Medical Director and Emergency Physician and Intermediary providing medical direction under this Agreement of the availability of "ride-along" field experience on EMS Provider's vehicles, so long as EMS Provider's ride-along policies and procedures are followed.

1.5 Medical Center may provide supervised clinical training and continuing education to Provider EMCTs as agreed upon by Medical Center and EMS Provider. This may include clinical training and continuing education at, or that covers the activities of, the Medical Center's Emergency Department. Labor and Delivery unit, Cardiac Catheterization Lab, Intensive Care Unit(s), and/or Operating Rooms. Medical Center and EMS Provider will collaborate on a monthly and/or quarterly schedule of agreed-upon clinical training and continuing education that can be provided to Provider EMCTs.

1.6 Medical Center shall have an operational emergency medical communications system capable of recording on-line medical direction conversations. Such equipment shall be located in the Emergency Department for the purpose of providing direct communication with Provider EMCTs. Medical Center shall have the ability to receive in-field and in hospital electronic patient telemetry, and EMS Provider's patient and incident information.

1.7 Medical Center shall have a dedicated telephone line for Provider EMCTs to contact the Medical Center's Emergency Department.

1.8 Medical Center shall store EMS Provider's EMS equipment when such equipment is in place on a patient at the time of the patient's arrival to the Medical Center. Medical Center agrees to store such equipment for a period of forty-eight (48) hours, but shall not be responsible for any loss or damage to such equipment not occurring as a result of Medical Center negligence.

1.9 Medical Center shall establish a procedure for replenishing pharmaceutical and other medical supplies (***"Supplies"***) expended during EMS Provider's treatment of any patients and those persons transported to Medical Center that includes the following:

1.9.1 Medical Center shall prepare and deliver a monthly invoice to EMS Provider for the Supplies replenished by Medical Center pursuant to a separate Medical Center policy or Emergency Medical Services Restocking Agreement and Medical Center's then-current fee schedule;

1.9.2 Medical Center's fee schedule will be updated at a minimum annually and at such other time that the cost of a pharmaceutical supply is adjusted by the manufacturer to the Medical Center. At such time, a copy of the fee schedule will be provided to the EMS Provider.

1.9.3 Items in the drug box that may be replenished are restricted to those identified in A.A.C. Rule 9-25-502 and Tables 5.2, 5.3 and 5.4 or under an emergency rule by ADHS's Bureau of Emergency Medical Services. Exceptions can be made by the Administrative Medical Director for pilot studies, expanded scopes of practice, such as Haz-Mat Paramedics, Tactical Operating Unit Paramedics, Wilderness Paramedics, Wildland Paramedics, or EMCTs of all levels in a disaster situation. Medical Center and EMS Provider shall adhere to the drug box implementation procedures contained in A.A.C. Rule 9-25-201(F).

Docusign Envelope ID: 6798FA7D-CE70-4B2B-B402-D2EB55E849D1

1.10 Medical Center shall assign to an existing facility committee or designated subcommittee for quality improvement or assurance the following as they relate to activities under this Agreement:

1.10.1 Meet at least semi-annually, keep regular meeting minutes, evaluate complaints, develop continuing education courses and work collaboratively with EMS Provider on quality management issues, and provide updates on pre-hospital issues which affect both Medical Center and EMS Provider.

1.10.2 Develop a complaint resolution procedure that (i) investigates and addresses physician, Pre-Hospital Coordinator and Intermediary complaints about EMS Agency, its procedures, and EMS Provider's EMCTs; and (ii) investigates and addresses EMS Provider's complaints about Medical Center, its procedures, the Base Station Medical Director, Emergency Physicians, Intermediary, Pre-Hospital Coordinator or other Medical Center personnel.

1.10.3 Develop written policies and procedures in compliance with Arizona Department of Health Services (***"ADHS"***) requirements for: (i) Withdrawal or suspension of medical direction; (ii) notifying EMS Provider and Provider's EMCTs of any withdrawal or suspension of medical direction; (iii) requirements for written medical direction to the Provider's EMCTs; and develop a procedure to propose a corrective action plan when review of a specific indicates a lapse in following an applicable protocol or procedure.

1.11 Medical Center shall utilize and adhere to the medical control plans adopted by the local Arizona Emergency Medical Services coordinating system.

1.12 Medical Center agrees to reasonably participate in EMS Provider's quality management program by providing review, consultation and/or medical direction as requested by EMS Provider and approved by the Base Center Medical Director.

1.13 Medical Center acknowledges that it may be asked to provide Base Station Medical Direction for out-of-state events that involve EMS Provider, such as wildfire deployments.

2. **EMS Provider Responsibilities**. All responsibilities of EMS Provider under this Agreement shall be performed in accordance with federal and state law, rules and regulations governing the requirements for providers of EMS services.

2.1 EMS Provider shall only utilize EMCTs with valid certification by ADHS's Bureau of Emergency Medical Services as prescribed in Arizona Administrative Code, Title 9, Chapter 25, Article 4 or licensed by the Arizona Board of Nursing. EMS Provider shall provide Medical Center with the name, licensure/certification level and license/certificate expiration date of each Provider EMCT currently assigned to that Medical Center. Such information shall be provided on a quarterly basis or at any time upon the request of the Medical Center. EMS Provider shall notify Medical Center in writing within thirty (30) days of any termination, transfer or addition of a Provider EMCT assigned to that Medical Center.

2.2 EMS Provider shall be responsible for the procedures used in responding to and giving assistance at the scene of an emergency. The Medical Center medical control authorities shall assist EMS Provider's personnel by radio or phone communication when requested.

2.3 EMS Provider shall initiate a pre-hospital incident report for each patient contact. When transported to the Medical Center, the patient(s), the record(s), and the care of the patient(s) shall be transferred to the Medical Center and become the responsibility of the Medical Center. For critical patients, a copy of the patient care record shall be provided to the Medical Center prior to the Provider EMCT departing the Medical Center. For

Docusign Envelope ID: 6798FA7D-CE70-4B2B-B402-D2EB55E849D1

non-critical patients, a copy of the patient record shall be provided to Medical Center within twelve hours of the Provider EMCT departing the Medical Center.

2.4 EMS Provider may propose ongoing data sharing with the Medical Center to identify areas of improved patient outcomes and treatment modalities that includes a structure for data-sharing, frequency, specific data points, demographics for establishing baselines for matrix for the effectiveness of treatment modalities. EMS Provider's proposal shall be subject to good faith negotiations between the Parties that (i) takes into account the extent to which such data sharing is permitted by each Party's resources, policies and applicable law; and (ii) that is not applicable until memorialized in a separate Memorandum of Understanding executed by the Parties.

2.4 EMS Provider shall comply with the Medical Center's established procedure for replenishing pharmaceutical supplies expended during the treatment of a patient who is transported to the facility. EMS Provider shall reimburse the Medical Center for all pharmaceutical supplies provided by the Medical Center to EMS Provider according to the Medical Center's published fee schedule.

2.4.1 EMS Provider shall pay complete and accurate invoices submitted by the applicable Medical Center within thirty (30) days of receipt. EMS Provider shall attach a copy of the monthly invoice with their payment.

2.4.2 EMS Provider shall notify the applicable Medical Director within 24 hours of any depleted, visibly adulterated or missing controlled substances.

2.5 EMS Provider shall allow ride-along privilege to Medical Center medical authorities and intermediaries for on-vehicle experience and observations. These observation experiences shall be scheduled at a time and place mutually agreeable to the Medical Center and EMS Provider.

2.6 EMS Provider shall confer with the Medical Center prior to assigning additional units to the Medical Center for Base Center Medical Direction and prior to reassigning units from the Medical Center to another hospital for Base Center Medical Direction.

2.7 Upon Medical Center request, EMS Provider agrees to provide representation and participation in Medical Center's committee or designated subcommittee for quality improvement or assurance.

3. Insurance and Indemnification.

3.1 The Parties agree to secure and maintain in force during the term of this Agreement comprehensive general liability, including blanket contractual liability and automobile insurance coverage, in addition to professional liability insurance with minimum limits of one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) in the aggregate. Either Party may satisfy the requirements of this Section through a program of self-insurance.

3.2 The Parties shall maintain "Continuous Coverage" with respect to the professional liability insurance requirements herein. For purposes of this Agreement, "***Continuous Coverage***" means the period beginning on the Effective Date and ending eight (8) years after the expiration or earlier termination of this Agreement (the "***Insurance Period***"). If any insurance policy required by this Section is terminated, not renewed, or reduced below the minimum coverage requirements set forth above prior to the end of the Insurance Period, the Party shall: (a) provide immediate notice to the other Party; (b) obtain a replacement insurance policy meeting the requirements of this Section; and (c) purchase either extended reporting coverage (*i.e.*, "***tail***" coverage) or prior acts

Docusign Envelope ID: 6798FA7D-CE70-4B2B-B402-D2EB55E849D1

coverage (*i.e.*, "***nose***" coverage) as necessary to meet the requirements of this Section. "Tail" coverage must provide for an extended discovery/reporting period at least through the end of the Insurance Period, and "nose" coverage must provide for a retroactive discovery/reporting period at least as of the Effective Date.

3.3 Upon request, each Party agrees to provide certificates of insurance, which state that the above coverages are in force and will continue in force throughout the term of this Agreement.

3.4 Each Party shall indemnify and hold the other Party harmless for, from, and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys' fees and costs, incurred by the indemnified Party and arising out of or resulting from the negligent or willful acts or omissions or breach of this Agreement by the indemnifying Party or the indemnifying Party's employees or agents.

4. Term and Termination.

4.1 Term: The term of this Agreement shall commence on the Effective Date and continue until the last day of the thirty-sixth (36th) month after the Effective Date. Thereafter, this Agreement may be renewed for subsequent three (3) year terms upon mutual written agreement of the Parties.

4.2 Without Cause Termination. Either Party may terminate this Agreement, at any time, without cause upon not less than thirty (30) days' prior written notice to the other Party.

4.3 Termination Upon Breach. Either Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within ten (10) days after written notice of such breach is given by the non-breaching Party

5. Confidential Information.

5.1 EMS Provider shall not use or disclose any Confidential Information (as defined below) for any purpose not expressly permitted by this Agreement without the prior written consent of the Medical Centers. EMS Provider shall protect Confidential Information from unauthorized use, access, or disclosure with no less than reasonable care. "***Confidential Information***" means any proprietary or confidential information of Medical Center or any Medical Center affiliate, and any information, records, and proceedings of Medical Center and/or Medical Staff committees and peer review bodies. Confidential Information also includes proprietary or confidential information of any third party that may be in Medical Center's possession.

5.2 EMS Provider agrees and acknowledges that, in connection with the performance of services hereunder EMS Provider may have access to individually identifiable patient health information that is protected under the Health Insurance Portability and Accountability Act of 1996 and attendant regulations ("***HIPAA***"). The Parties agree that EMS Provider is not a business associate of Medical Center, as that term is defined under HIPAA.

6. Non-Exclusive Arrangement. It is expressly understood and agreed that this Agreement is not exclusive, and both EMS Provider and Medical Centers reserve the right to enter into like-type agreements with other entities.

7. General Provisions.

7.1 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (*e.g.*, FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third day

Docusign Envelope ID: 6798FA7D-CE70-4B2B-B402-D2EB55E849D1

following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth below:

If to Medical Center:	Yavapai Regional Medical Center 1003 Willow Creek Road (Administrative Office/Main Campus) Prescott, AZ 86301
With a copy to:	CommonSpirit Health Legal Team 185 Berry Street, Suite 200 San Francisco, CA 94107
If to EMS Provider:	Prescott Fire Department 201 N. Montezuma Street, Suite 216 Prescott, AZ 86303

7.2 Assignment. This Agreement may not be an assigned by either Party without the prior written consent of the other Party.

7.3 Counterparts, Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink or electronic signature, this Agreement may be delivered between the Parties by facsimile transmission or scanned email attachment, and said copy shall be treated in all respects as an original.

7.4 Entire Agreement, Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

7.5 Independent Contractor**.** The Parties shall at all times be independent contractors in performing under this Agreement.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

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

7.8 Bench Trial. The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the Court.

7.9 Attorneys' Fees. The Parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant

Docusign Envelope ID: 6798FA7D-CE70-4B2B-B402-D2EB55E849D1

to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law.

7.10 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties to this Agreement.

7.11. No Boycott of Israel/No Forced Labor of Ethnic Uyghurs. To the extent applicable to this Agreement, the Parties certify that they will comply with the provisions of A.R.S. § 35-393 and A.R.S. § 35- 394.

7.12 Non-Discrimination. With regard to the services performed under this Agreement, neither Party will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the performance of their obligations under this Agreement. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Yavapai Community Hospital Association, an Arizona nonprofit corporation, doing business as **Yavapai Regional Medical Center**

By: Signed by: Anthony Torres, M.D. AD4085DDE714452...

Title: Anthony Torres, M.D. President & CEO

Date: Nov 27, 2024

The City of Prescott, a municipal corporation of the State of Arizona, acting through the **Prescott Fire Department**

By: _____
Philip R. Goode, Mayor

Date: _____

Attest:
By: _____
Sarah M. Siep, City Clerk

Date: _____

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

Date: _____

DocuSign

Certificate Of Completion

Envelope Id: 6798FA7DCE704B2BB402D2EB55E849D1 Status: Completed

Subject: Complete with Docusign: Prescott Fire Department - Base Hospital Agreement [Amend]}{Matter No.[...

Source Envelope:

Document Pages: 7 Signatures: 1 Envelope Originator:

Certificate Pages: 2 Initials: 0 Tracy MacIlroy

AutoNav: Enabled 185 Berry Street, Suite 300

EnvelopeId Stamping: Enabled San Francisco, CA 94107

Time Zone: (UTC-07:00) Arizona Tracy.MacIlroy900@CommonSpirit.org

IP Address: 67.128.0.254

Record Tracking

Status: Original Holder: Tracy MacIlroy Location: DocuSign

11/27/2024 3:06:35 PM Tracy.MacIlroy900@CommonSpirit.org

Signer Events	Signature	Timestamp
Anthony Torres, M.D. anthony.torres900@commonspirit.org President & CEO Security Level: Email, Account Authentication (None)	Signed by: Anthony Torres, M.D. AD4085DDF714452... Signature Adoption: Pre-selected Style Using IP Address: 104.28.85.157 Signed using mobile	Sent: 11/27/2024 3:08:06 PM Viewed: 11/27/2024 3:11:12 PM Signed: 11/27/2024 3:21:39 PM
Electronic Record and Signature Disclosure: Accepted: 11/27/2024 3:20:46 PM ID: f0dfb14d-19e3-46e9-ac1c-4d576d2d70a7		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/27/2024 3:08:06 PM
Certified Delivered	Security Checked	11/27/2024 3:11:12 PM
Signing Complete	Security Checked	11/27/2024 3:21:39 PM
Completed	Security Checked	11/27/2024 3:21:39 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Consent to Electronic Signatures and Communications

This consent form is provided by CommonSpirit Health. By indicating your consent below, you agree to the following terms, as regards your transactions with CommonSpirit Health and its subsidiaries and affiliates.

Electronic Signatures

You agree that any electronic signatures you provide, including the one on this document, are legally binding signatures with the full legal force of a handwritten signature, and do not need to be verified, validated or certified by any third party. An "electronic signature" may be clicking a check box, typing or writing your name, or any other action indicating your consent.

Electronic Communications

You agree to receive documents, communications, and notices (including this form) from CommonSpirit Health electronically, rather than in paper. You affirm that you have the hardware and software required to do so, as described below. All such electronic communications will be provided to you by email or as a downloadable file. If you indicate consent below, you will not receive a paper copy of this or any other document, but you are free to print the electronic copies or save them in any way you see fit.

Non-Consent

You do not have to agree to electronic signatures and communications. If you do not agree, do not sign this form. Instead, please ask your contact at CommonSpirit Health for paper documents, and they will be provided without charge, although this may result in a processing delay. If you do consent, you may withdraw your consent at any time by notifying CommonSpirit Health, and your withdrawal will take effect after a reasonable time for processing. Withdrawal of consent will not affect the validity of documents signed electronically when your consent was in effect.

Hardware and Software Required

You understand that your consent to electronic signatures and communications requires the following software and hardware, to which you have access. These requirements are subject to change. Required: *An email address, internet access, Adobe PDF reader or other software capable of opening and displaying a document in PDF format, and a computer device capable of running that software.*

Summary

If you agree to use electronic signatures and communications as described above, please check “I Agree.” If not, please contact us for an alternative way to submit your paperwork.

EMERGENCY BASE STATION AGREEMENT

This EMERGENCY BASE STATION AGREEMENT ("***Agreement***") commences the later of April 30, 2024 or the last date last date signed below ("***Effective Date***") by and between **Yavapai Community Hospital Association,** an Arizona nonprofit corporation, doing business as **Yavapai Regional Medical Center** to include the following locations: **Yavapai Regional Medical Center – West Campus**, 1003 Willow Creek Road, Prescott, AZ 86301 ("***Medical Center***"), and **The City of Prescott**, a municipal corporation of the State of Arizona, acting through the **Prescott Fire Department** (the **"City"** or **"*EMS Provider*"**). Medical Center and EMS Provider are each at times referred to herein as a "***Party***" or, collectively, as the "***Parties***."

RECITALS

A. Medical Center is a full service medical and surgical facility licensed by the State of Arizona that desires to support health care throughout the community by serving as a basic life support (***"BLS"***) and advanced life support (***"ALS"***) base hospital medical facility for EMS Provider.

B. EMS Provider desires to use Medical Center as a base hospital medical facility and to receive Medical Center's administrative medical control and on-line medical direction of EMS Provider's emergency medical care technicians as defined in A.R.S. § 36-2201 ("***Provider's EMCTs***") who render emergency care to persons within the community.

C. Medical Center and EMS Provider desire to collaborate to identify the impact of low-acuity service demands and present initiatives to encourage proper utilization of health care and health-related services and facilities.

D. Medical Center and EMS Provider desire to improve community health outcomes through mutually agreed-upon data exchange between the Parties to the extent permitted by each Party's resources, policies and applicable law.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Medical Center Responsibilities. All responsibilities of the Medical Center under this Agreement shall be performed in accordance with federal and state law, rules and regulations governing the requirements for base station hospitals.

1.1 Medical Center shall identify a physician with privileges at Medical Center who satisfies the criteria related to emergency medicine under A.A.C. Rule 9-25-201 (***"Qualified Emergency Physician"***) to serve as the Medical Center's primary Base Station Medical Director (***"Base Medical Director"***) who shall be responsible for administrative medical direction and on-line medical supervision of Provider's EMCTs assigned to Medical Center. Medical Center shall also identify another Qualified Emergency Physician to function as the backup Base Medical Director when the Base Medical Director is not available.

1.2 Medical Center shall arrange for at least one physician with privileges at Medical Center who satisfies the criteria related to emergency medicine under A.A.C. Rule 9-25-202 (each an ***"Emergency Physician"***) to be physically present twenty-four (24) hours a day in the Medical Center's Emergency Department to provide on-line medical direction to Provider's EMCTs. Medical Center may permit an Emergency Physician to relay medical direction to Provider's EMCTs through one of the health professional listed in A.A.C. Rule 9-25-202(B)(4) (each an ***"Intermediary"***) while under the supervision of the Emergency Physician.

1.3 Medical Center shall appoint a qualified individual as its "Pre-Hospital Coordinator" to collaborate with EMS Provider in the performance of select activities to oversee and monitor qualifications of Provider's EMCTs assigned to Medical Center, e.g., review of certifications, training, education, and skill levels (collectively, ***"EMCT Pre-hospital Activities"***). The Pre-Hospital Coordinator shall be an Emergency Physician, RN or Paramedic who shall be available to address EMCT Pre-hospital Activities during Medical Center's reasonable business hours.

1.4 Medical Center shall inform each Base Station Medical Director and Emergency Physician and Intermediary providing medical direction under this Agreement of the availability of "ride-along" field experience on EMS Provider's vehicles, so long as EMS Provider's ride-along policies and procedures are followed.

1.5 Medical Center may provide supervised clinical training and continuing education to Provider EMCTs as agreed upon by Medical Center and EMS Provider. This may include clinical training and continuing education at, or that covers the activities of, the Medical Center's Emergency Department. Labor and Delivery unit, Cardiac Catheterization Lab, Intensive Care Unit(s), and/or Operating Rooms. Medical Center and EMS Provider will collaborate on a monthly and/or quarterly schedule of agreed-upon clinical training and continuing education that can be provided to Provider EMCTs.

1.6 Medical Center shall have an operational emergency medical communications system capable of recording on-line medical direction conversations. Such equipment shall be located in the Emergency Department for the purpose of providing direct communication with Provider EMCTs. Medical Center shall have the ability to receive in-field and in hospital electronic patient telemetry, and EMS Provider's patient and incident information.

1.7 Medical Center shall have a dedicated telephone line for Provider EMCTs to contact the Medical Center's Emergency Department.

1.8 Medical Center shall store EMS Provider's EMS equipment when such equipment is in place on a patient at the time of the patient's arrival to the Medical Center. Medical Center agrees to store such equipment for a period of forty-eight (48) hours, but shall not be responsible for any loss or damage to such equipment not occurring as a result of Medical Center negligence.

1.9 Medical Center shall establish a procedure for replenishing pharmaceutical and other medical supplies (***"Supplies"***) expended during EMS Provider's treatment of any patients and those persons transported to Medical Center that includes the following:

1.9.1 Medical Center shall prepare and deliver a monthly invoice to EMS Provider for the Supplies replenished by Medical Center pursuant to a separate Medical Center policy or Emergency Medical Services Restocking Agreement and Medical Center's then-current fee schedule;

1.9.2 Medical Center's fee schedule will be updated at a minimum annually and at such other time that the cost of a pharmaceutical supply is adjusted by the manufacturer to the Medical Center. At such time, a copy of the fee schedule will be provided to the EMS Provider.

1.9.3 Items in the drug box that may be replenished are restricted to those identified in A.A.C. Rule 9-25-502 and Tables 5.2, 5.3 and 5.4 or under an emergency rule by ADHS's Bureau of Emergency Medical Services. Exceptions can be made by the Administrative Medical Director for pilot studies, expanded scopes of practice, such as Haz-Mat Paramedics, Tactical Operating Unit Paramedics, Wilderness Paramedics, Wildland Paramedics, or EMCTs of all levels in a disaster situation. Medical Center and EMS Provider shall adhere to the drug box implementation procedures contained in A.A.C. Rule 9-25-201(F).

1.10 Medical Center shall assign to an existing facility committee or designated subcommittee for quality improvement or assurance the following as they relate to activities under this Agreement:

1.10.1 Meet at least semi-annually, keep regular meeting minutes, evaluate complaints, develop continuing education courses and work collaboratively with EMS Provider on quality management issues, and provide updates on pre-hospital issues which affect both Medical Center and EMS Provider.

1.10.2 Develop a complaint resolution procedure that (i) investigates and addresses physician, Pre-Hospital Coordinator and Intermediary complaints about EMS Agency, its procedures, and EMS Provider's EMCTs; and (ii) investigates and addresses EMS Provider's complaints about Medical Center, its procedures, the Base Station Medical Director, Emergency Physicians, Intermediary, Pre-Hospital Coordinator or other Medical Center personnel.

1.10.3 Develop written policies and procedures in compliance with Arizona Department of Health Services (***"ADHS"***) requirements for: (i) Withdrawal or suspension of medical direction; (ii) notifying EMS Provider and Provider's EMCTs of any withdrawal or suspension of medical direction; (iii) requirements for written medical direction to the Provider's EMCTs; and develop a procedure to propose a corrective action plan when review of a specific indicates a lapse in following an applicable protocol or procedure.

1.11 Medical Center shall utilize and adhere to the medical control plans adopted by the local Arizona Emergency Medical Services coordinating system.

1.12 Medical Center agrees to reasonably participate in EMS Provider's quality management program by providing review, consultation and/or medical direction as requested by EMS Provider and approved by the Base Center Medical Director.

1.13 Medical Center acknowledges that it may be asked to provide Base Station Medical Direction for out-of-state events that involve EMS Provider, such as wildfire deployments.

2. EMS Provider Responsibilities. All responsibilities of EMS Provider under this Agreement shall be performed in accordance with federal and state law, rules and regulations governing the requirements for providers of EMS services.

2.1 EMS Provider shall only utilize EMCTs with valid certification by ADHS's Bureau of Emergency Medical Services as prescribed in Arizona Administrative Code, Title 9, Chapter 25, Article 4 or licensed by the Arizona Board of Nursing. EMS Provider shall provide Medical Center with the name, licensure/certification level and license/certificate expiration date of each Provider EMCT currently assigned to that Medical Center. Such information shall be provided on a quarterly basis or at any time upon the request of the Medical Center. EMS Provider shall notify Medical Center in writing within thirty (30) days of any termination, transfer or addition of a Provider EMCT assigned to that Medical Center.

2.2 EMS Provider shall be responsible for the procedures used in responding to and giving assistance at the scene of an emergency. The Medical Center medical control authorities shall assist EMS Provider's personnel by radio or phone communication when requested.

2.3 EMS Provider shall initiate a pre-hospital incident report for each patient contact. When transported to the Medical Center, the patient(s), the record(s), and the care of the patient(s) shall be transferred to the Medical Center and become the responsibility of the Medical Center. For critical patients, a copy of the patient care record shall be provided to the Medical Center prior to the Provider EMCT departing the Medical Center. For

non-critical patients, a copy of the patient record shall be provided to Medical Center within twelve hours of the Provider EMCT departing the Medical Center.

2.4 EMS Provider may propose ongoing data sharing with the Medical Center to identify areas of improved patient outcomes and treatment modalities that includes a structure for data-sharing, frequency, specific data points, demographics for establishing baselines for matrix for the effectiveness of treatment modalities. EMS Provider's proposal shall be subject to good faith negotiations between the Parties that (i) takes into account the extent to which such data sharing is permitted by each Party's resources, policies and applicable law; and (ii) that is not applicable until memorialized in a separate Memorandum of Understanding executed by the Parties.

2.4 EMS Provider shall comply with the Medical Center's established procedure for replenishing pharmaceutical supplies expended during the treatment of a patient who is transported to the facility. EMS Provider shall reimburse the Medical Center for all pharmaceutical supplies provided by the Medical Center to EMS Provider according to the Medical Center's published fee schedule.

2.4.1 EMS Provider shall pay complete and accurate invoices submitted by the applicable Medical Center within thirty (30) days of receipt. EMS Provider shall attach a copy of the monthly invoice with their payment.

2.4.2 EMS Provider shall notify the applicable Medical Director within 24 hours of any depleted, visibly adulterated or missing controlled substances.

2.5 EMS Provider shall allow ride-along privilege to Medical Center medical authorities and intermediaries for on-vehicle experience and observations. These observation experiences shall be scheduled at a time and place mutually agreeable to the Medical Center and EMS Provider.

2.6 EMS Provider shall confer with the Medical Center prior to assigning additional units to the Medical Center for Base Center Medical Direction and prior to reassigning units from the Medical Center to another hospital for Base Center Medical Direction.

2.7 Upon Medical Center request, EMS Provider agrees to provide representation and participation in Medical Center's committee or designated subcommittee for quality improvement or assurance.

3. Insurance and Indemnification.

3.1 The Parties agree to secure and maintain in force during the term of this Agreement comprehensive general liability, including blanket contractual liability and automobile insurance coverage, in addition to professional liability insurance with minimum limits of one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) in the aggregate. Either Party may satisfy the requirements of this Section through a program of self-insurance.

3.2 The Parties shall maintain "Continuous Coverage" with respect to the professional liability insurance requirements herein. For purposes of this Agreement, "***Continuous Coverage***" means the period beginning on the Effective Date and ending eight (8) years after the expiration or earlier termination of this Agreement (the "***Insurance Period***"). If any insurance policy required by this Section is terminated, not renewed, or reduced below the minimum coverage requirements set forth above prior to the end of the Insurance Period, the Party shall: (a) provide immediate notice to the other Party; (b) obtain a replacement insurance policy meeting the requirements of this Section; and (c) purchase either extended reporting coverage (*i.e.*, "***tail***" coverage) or prior acts

coverage (*i.e.*, "***nose***" coverage) as necessary to meet the requirements of this Section. "Tail" coverage must provide for an extended discovery/reporting period at least through the end of the Insurance Period, and "nose" coverage must provide for a retroactive discovery/reporting period at least as of the Effective Date.

3.3 Upon request, each Party agrees to provide certificates of insurance, which state that the above coverages are in force and will continue in force throughout the term of this Agreement.

3.4 Each Party shall indemnify and hold the other Party harmless for, from, and against any and all claims, liabilities, losses, damages, penalties, and costs, including reasonable attorneys' fees and costs, incurred by the indemnified Party and arising out of or resulting from the negligent or willful acts or omissions or breach of this Agreement by the indemnifying Party or the indemnifying Party's employees or agents.

4. Term and Termination.

4.1 Term: The term of this Agreement shall commence on the Effective Date and continue until the last day of the thirty-sixth (36th) month after the Effective Date. Thereafter, this Agreement may be renewed for subsequent three (3) year terms upon mutual written agreement of the Parties.

4.2 Without Cause Termination. Either Party may terminate this Agreement, at any time, without cause upon not less than thirty (30) days' prior written notice to the other Party.

4.3 Termination Upon Breach. Either Party may terminate this Agreement upon any breach by the other Party if such breach is not cured to the satisfaction of the non-breaching Party within ten (10) days after written notice of such breach is given by the non-breaching Party

5. Confidential Information.

5.1 EMS Provider shall not use or disclose any Confidential Information (as defined below) for any purpose not expressly permitted by this Agreement without the prior written consent of the Medical Centers. EMS Provider shall protect Confidential Information from unauthorized use, access, or disclosure with no less than reasonable care. "***Confidential Information***" means any proprietary or confidential information of Medical Center or any Medical Center affiliate, and any information, records, and proceedings of Medical Center and/or Medical Staff committees and peer review bodies. Confidential Information also includes proprietary or confidential information of any third party that may be in Medical Center's possession.

5.2 EMS Provider agrees and acknowledges that, in connection with the performance of services hereunder EMS Provider may have access to individually identifiable patient health information that is protected under the Health Insurance Portability and Accountability Act of 1996 and attendant regulations ("***HIPAA***"). The Parties agree that EMS Provider is not a business associate of Medical Center, as that term is defined under HIPAA.

6. Non-Exclusive Arrangement. It is expressly understood and agreed that this Agreement is not exclusive, and both EMS Provider and Medical Centers reserve the right to enter into like-type agreements with other entities.

7. General Provisions.

7.1 Notices. Notices under this Agreement shall be given in writing and delivered by either: (a) personal delivery, in which case such notice shall be deemed given on the date of delivery; (b) next business day courier service (*e.g.*, FedEx, UPS, or similar service), in which case such notice shall be deemed given on the business day following the date of deposit with the courier service; or (c) U.S. mail, first class, postage prepaid, registered or certified, return receipt requested, in which case such notice shall be deemed given on the third day

following the date of deposit with the United States Postal Service. Notices shall be delivered to the notice addresses set forth below:

If to Medical Center:	Yavapai Regional Medical Center 1003 Willow Creek Road (Administrative Office/Main Campus) Prescott, AZ 86301
With a copy to:	CommonSpirit Health Legal Team 185 Berry Street, Suite 200 San Francisco, CA 94107
If to EMS Provider:	Prescott Fire Department 201 N. Montezuma Street, Suite 216 Prescott, AZ 86303

7.2 Assignment. This Agreement may not be an assigned by either Party without the prior written consent of the other Party.

7.3 Counterparts, Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. When signed in pen ink or electronic signature, this Agreement may be delivered between the Parties by facsimile transmission or scanned email attachment, and said copy shall be treated in all respects as an original.

7.4 Entire Agreement, Amendment. This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, or discussions between the Parties with respect to such subject matter. This Agreement may be amended only by mutual agreement set forth in writing, signed and dated by the Parties.

7.5 Independent Contractor. The Parties shall at all times be independent contractors in performing under this Agreement.

7.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

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

7.8 Bench Trial. The Parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the Parties hereto waives any right to a trial by jury. In the event of litigation, the Parties hereby agree to submit to a trial before the Court.

7.9 Attorneys' Fees. The Parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant

to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law.

7.10 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Parties to this Agreement.

7.11. No Boycott of Israel/No Forced Labor of Ethnic Uyghurs. To the extent applicable to this Agreement, the Parties certify that they will comply with the provisions of A.R.S. § 35-393 and A.R.S. § 35- 394.

7.12 Non-Discrimination. With regard to the services performed under this Agreement, neither Party will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the performance of their obligations under this Agreement. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

Yavapai Community Hospital Association, an Arizona nonprofit corporation, doing business as **Yavapai Regional Medical Center**

By: _____

Title: _____

Date: _____

The City of Prescott, a municipal corporation of the State of Arizona, acting through the **Prescott Fire Department**

By: _____
Philip R. Goode, Mayor

Date: 11/27/24

Attest:
By: _____
Sarah M. Siep, City Clerk

Date: 11/27/24

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

Date: 11/27/24
MATTHEW PODANKY, ESQ., FOR JOSEPH D. YOUNG.

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Public Works
ITEM #:	9.G
SUBJECT:	Approval of Multiple Purchase Orders Related to Water Infrastructure Emergency Repairs Ratifications on Sheldon Street as Follows: 1) PO No. 02260707 in the Amount of $274,182.50 with Fann Contracting, Inc.; 2) PO No. 02260709-001 in the Amount of $68,688.98 with DBA Construction, Inc.; and 3) PO No. 02260708 in the Amount of $277,984.32 with Sunland Asphalt & Construction, LLC. Funding for All POs in the Total Amount of $597,994.80 is Budgeted & Available in the Water Fund.

ITEM SUMMARY

This item is for the approval of multiple purchase orders for Sheldon Street Emergency Water Infrastructure Repairs Ratification in the total amount of $597,994.80.

BACKGROUND

On June 11, 2026, staff responded to a water main break on Sheldon Street near North Alarcon Street. During excavation and repair efforts, multiple failures were identified within the aging concrete and cast iron water main, requiring replacement of the damaged section of pipeline.

Due to the need to restore water service, protect public infrastructure, and safely reopen the roadway, emergency waterline replacement, service reconnections, traffic control, and roadway restoration were performed. Emergency repair and restoration services were procured from the following contractors:

Fann Contracting, Inc. – Emergency water main replacement, utility repairs, and service reconnections: $274,182.50
DBA Construction, Inc. – Emergency labor, equipment, materials, and related support services: $68,688.98
Sunland Asphalt & Construction, LLC – Roadway restoration, including milling, base preparation, and asphalt paving: $277,984.32

Total emergency procurement: $597,994.80
This item is a request for ratification of the emergency purchase orders for repair and restoration services.

FINANCIAL IMPACT

Funding is available in the Public Works Department FY26 Water Fund.

RECOMMENDED ACTION

1) MOVE to approve PO No. 02260707; 2) MOVE to approve PO No. 02260709-011; and 3) MOVE to approve PO No. 02260708

ATTACHMENTS

1. FANN_Sheldon_Invoice 21100.01
2. DBA_Sheldon_Invoice # 26060 01
3. DBA_Sheldon_ Invoice # 26060 02F
4. Sunland_Sheldon_City of Prescott PE #1
5. PO-02260708-Sunland
6. PO-02260707-FANN
7. PO-02260709-001-DBA

FANN CONTRACTING

Bill to:

City of Prescott
P.O. Box 2059
Prescott, AZ 86302 US

Ship to:

P.O. Box 2059
Prescott, AZ 86302 US

Cust #	Customer Ref	Invoice #	Invoice Date	Due Date	Disc Date	Terms
101220	Emgcy Work	21100.01	07/21/26	08/11/26		Prompt Payment Act

Contract	Item	Description	UM	Unit Price	Quantity	Amount
9900- 26	21100	COP Sheldon St Watermain	LSU	274,182.50000	1.000	274,182.50

Notes:
Details Attached

Total	**274,182.50**
Sales Tax	
Less Retainage	
Total Due	**274,182.50**

REQUEST FOR PAYMENT

Okay To Pay
Greg Patrick
06/30/2026 12:56:48 PM

DBA Construction, Inc.

To: City of Prescott
Attn: Greg Patrick

Contract #
GL Code 7007810-8930-90023

From: DBA Construction, Inc.
P.O.Box 63035
Phoenix, AZ 85082

Project: Sheldon St. Emergency Repairs

Purchase Order No: _____

Contract No: 2606-001 JOC

100.00% COMPLETE

INVOICE # 26060-01

Attachments: _____

PERIOD FROM: (June 1, 2026) PERIOD TO: (June 25, 2026)

	INVOICING INFORMATION
ORIGINAL CONTRACT AMOUNT	$45,827.98
Changer Orders	$0.00
TOTAL ADJUSTED DOLLAR AMOUNT	$45,827.98
PRIOR APPLICATIONS	
Pay Application #1	$45,827.98
Pay Application #2	$0.00
Pay Appication #3	$0.00
Total Applications Through the Beginning of This Period	$45,827.98

THIS APPLICATION FOR PAYMENT $45,827.98

OK TO PAY
06/30/2026

SUBMITTED BY: John Luttman

DATE: 06/26/2026

DBA Construction Summary

Project: **Sheldon St Emergency Repairs**
Invoice #: **26060- 01**
Date **6/26/2026**
Period From **6/1/2026**
Period To: **6/25/2026**

DBA Construction, Inc.

A	B	C				D		E		F	
		CONTRACT VALUE				PREVIOUSLY COMPLETED WORK		THIS PERIOD		TOTAL	TOTAL
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITIES	PREVIOUS APPLICATIONS	QUANTITIES	THIS PERIOD	COMPLETED AND STORED	% COMPLETED
1	Labor	1	LS	$31,048.00	$31,048.00	0.00	$0.00	1.00	$31,048.00	$31,048.00	100%
2	Equipment	1	LS	$8,502.00	$8,502.00	0.00	$0.00	1.00	$8,502.00	$8,502.00	100%
3	Permanent Material	1	LS	$3,434.73	$3,434.73	0.00	$0.00	1.00	$3,434.73	$3,434.73	100%
4	Incidentals Porta John / Sump pump rental	1	LS	$230.87	$230.87	0.00	$0.00	1.00	$230.87	$230.87	100%
5	Tax 6.045%	1	LS	$2,612.38	$2,612.38	0.00	$0.00	1.00	$2,612.38	$2,612.38	100%
TOTALS					**45,827.98**		**$0.00**		**$45,827.98**	**$45,827.98**	**$0.00**

REQUEST FOR PAYMENT

DBA Construction, Inc.

To: City of Prescott
Attn: Greg Patrick

From: DBA Construction, Inc.
P.O.Box 63035
Phoenix, AZ 85082

Project: Sheldon St. Emergency Repairs

Purchase Order No:

Contract No: 2606-001 JOC

100.00% COMPLETE

INVOICE # 26060-02

Attachments:

PERIOD FROM: (July 29, 2026) PERIOD TO: (July 29, 2026)

	INVOICING INFORMATION
ORIGINAL CONTRACT AMOUNT	$22,861.00
Changer Orders	$0.00
TOTAL ADJUSTED DOLLAR AMOUNT	$22,861.00
PRIOR APPLICATIONS	
Pay Application #1	$22,861.00
Pay Application #2	$0.00
Pay Appication #3	$0.00
Total Applications Through the Beginning of This Period	$22,861.00
THIS APPLICATION FOR PAYMENT	$22,861.00

SUBMITTED BY: John Luttman

DATE: 07/29/2026

DBA Construction Summary

Project: **Sheldon St Emergency Repairs**
Invoice #: **26060- 02**
Date **7/29/2026**
Period From **7/25/2026**
Period To: **7/27/2026**

DBA Construction, Inc.

A	B	C				E		F	
		CONTRACT VALUE				THIS PERIOD		TOTAL	TOTAL
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SCHEDULED VALUE	QUANTITIES	THIS PERIOD	COMPLETED AND STORED	% COMPLETED
1	Mobilization	1	LS	$3,400.00	$3,400.00	1.00	$3,400.00	$3,400.00	100%
2	FPS Concrete Sidewalk	140	SF	$53.40	$7,476.00	140.00	$7,476.00	$7,476.00	100%
3	Demo and Remove existing Pavers	425	SF	$7.50	$3,187.50	425.00	$3,187.50	$3,187.50	100%
4	Subgrade prep	425	SF	$5.10	$2,167.50	425.00	$2,167.50	$2,167.50	100%
5	FPS Concrete Sidewalk	425	SF	$15.60	$6,630.00	425.00	$6,630.00	$6,630.00	100%
TOTALS					**22,861.00**		**$22,861.00**	**$22,861.00**	**$0.00**

SUNLAND ASPHALT

AZROC# 111922 | AZROC# 095189

3030 S. 7TH STREET, PHOENIX, AZ 85040

PHONE: 602.323.2800 | WWW.SUNLANDASPHALT.COM

Okay To Pay
Greg Patrick
07/21/2026 8:02:07 AM

GL Code: 7007810-8930-90023

To:	City of Prescott	**Contact:**	Greg Patrick
Address:	433 N Virginia Street	**Phone:**	928-777-1130
	Prescott, AZ 86301 USA	**Fax:**	
Project Name:	City Of Prescott JOC - Sheldon St Water Main Emergency Repairs	**Bid Number:**	10118214
Project Location:	Sheldon St., Prescott, AZ	**Bid Date:**	7/16/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	**Milling** Included Milling 8" Avg. Depth, Haul-Off Of Millings, All Labor, Equipment And Travel Over 1700 SY And 2 Separate Mobilizations	1,700.00	SY	$23.20	$39,440.00
2	**Base Preparation** Included Subgrade Preparation And Finish Grading, Import Of ABC For Total Of 132 TONS, Place / Compact And Finish ABC Prior To Paving, All Labor, Equipment And Travel Over 1700 SY And 2 Separate Mobilizations	1,700.00	SY	$17.21	$29,257.00
3	**Paving** Included Paving 8" Avg. Depth, Buy And Delivery Of 860 TONS Of 3/4" HV Mix, All Labor, Equipment And Travel Over 1938 SY And 1 Separate Mobilizations	1,938.00	SY	$100.00	$193,800.00

Bid Price Subtotal: **$262,497.00**

Total Taxes 5.900%: **$15,487.32**

Total Bid Price: **$277,984.32**

Notes:

- Due to the extensive roadway damage caused by the water main break on Sheldon St, the City is requesting that your crews mobilize as soon as possible to perform the necessary pavement repairs. Please coordinate with City staff upon arrival and proceed with the work required to safely restore the roadway and return Sheldon St to service. Your prompt response is appreciated to minimize impacts to the traveling public. - Greg Patrick

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Sunland Asphalt & Construction, LLC

Authorized Signature: _____

Project Consultant: Rick Risner
602-705-1041 rrisner@sunlandasphalt.com

OK TO PAY
07/20/2026

APPLICATION AND CERTIFICATION FOR CONTRACTOR PAYMENT

TO (OWNER):
City of Prescott- Public Works Department
433 N. Virginia Street
Prescott, AZ 86301

PROJECT NAME:
City of Prescott Emergency Repairs

APPLICATION No.: ONE (1)

PERIOD ENDING: 07/06/26

FROM (CONTRACTOR): **(Please Remit to:)**
Sunland Asphalt & Construction, LLC
1625 E. Northern Ave.
Phoenix, AZ 85020

OWNERS PROJECT No.:
TBD

SUNLAND PROJECT No.: 10118214

ATTN: **Greg Patrick** greg.patrick@prescott-az.gov

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below, in connection with the Contract.
Continuation Sheet is attached.

1	**Original Contract Amount:**	$	277,984.32
2	**Change Orders to Date:**	$	-
3	**Contract Amount to Date:** (Line 1 + 2)	$	277,984.32
4	**Total Completed To Date:** (Column K from Continuation Sheet)	$	277,984.32
5	**Retention:**		
a.	0% of Completed Work (Column N from Continuation Sheet)	$	-
b.	0% of Stored Materials	$	-
	Total Retainage (Line 5a + 5b) Total in Column N on Continuation Sheet	$	-
6	**Total Earned Less Retention :** (Line 4 less Line 5 Total)	$	277,984.32
7	**Less Previous Certificates for Payment:** (Line 6 from prior Certificate)	$	-
8	**CURRENT PAYMENT DUE (Line 6 less Line 7):**	$	**277,984.32**
9	**BALANCE TO FINISH, INCLUDING RETENTION:** (Line 3 less line 6)	$	-

CHANGE ORDER SUMMARY	ADDITIONS	Deductions
Total Changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month:	$0.00	$0.00
Total Change Orders:	$0.00	$0.00
NET CHANGES by Change Order:	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that total due shown herein is now due.

CONTRACTOR:

By: Jay Oravetz

Title: Jay Oravetz, Project Manager

Date: 7/16/2026

State of: ARIZONA

County of: MARICOPA

Subscribed and sworn to before me this 16th day of July ,2026

Notary Public:

My Commission expires: April 24, 2029

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contractor Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified)

ARCHITECT:

BY: DATE:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET PAGE TWO (2) OF TWO (2) PAGES

ATTACHMENT TO PAY APPLICATION **APPLICATION No.:** ONE (1)

Project Name: City of Prescott Emergency Repairs **Contractor:** SUNLAND ASPHALT & CONSTRUCTION, LLC **APPLICATION DATE:** 07/16/26

Owners Project No.: TBD **Sunland Job No.:** 10118214 **PERIOD ENDING:** 07/06/26

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NUMBER	**ITEM DESCRIPTION**	**ESTIMATED BID QTY**	**UNIT**	**UNIT PRICE**	**ESTIMATED TOTAL**	**PRIOR QUANTITY**	**CURRENT QUANTITY**	**QUANTITY TO-DATE**	**CURRENT AMOUNT**	**AMOUNT TO-DATE**	**PERCENT COMPLETE**	**Balance to Finish**
1	Milling	1700.00	SY	$ 23.20	$ 39,440.00		1,700.00	1,700.00	$ 39,440.00	$ 39,440.00	100%	$ -
2	Base Preperation	1700.00	SY	$ 17.21	$ 29,257.00		1,700.00	1,700.00	$ 29,257.00	$ 29,257.00	100%	$ -
3	Paving	1938.00	SY	$ 100.00	$ 193,800.00		1,938.00	1,938.00	$ 193,800.00	$ 193,800.00	100%	$ -
	TAX 5.9%, Prescott, AZ				$ 15,487.32				$ 15,487.32	$ 15,487.32	100%	$ -
				ESIMATED TOTAL:	**$ 277,984.32**			**TOTALS:**	**$ 277,984.32**	**$ 277,984.32**		

CITY OF PRESCOTT
ARIZONA

Purchase Order

02260708

Fiscal Year 2026

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

Purchase Order Number	**02260708**
Purchase Order Date	**07/29/2026**
Department	**UTILITY OPERATION**
Required By	**07/28/2026**

Bill To 422NVS
City of Prescott
201 N. Montezuma Street, Ste 224
Prescott, AZ 86301

Ship To 422NVS
PUBLIC WORKS
CITY OF PRESCOTT
433 NORTH VIRGINIA STREET
PRESCOTT, AZ 86301

Vendor 4705
SUNLAND ASPHALT & CONSTRUCTION, INC.
DBA: SUNLAND ASPHALT
1625 E NORTHERN AVE
PHOENIX, AZ 85020

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

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
	COLLECTIONS@SUNLANDASPHALT.COM	4705	1260838	

NOTES

SHELDON ST EMERGENCY WATER MAIN BREAK

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

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SHELDON ST EMERGENCY WATER MAIN BREAK		1.0000	LS	$277,984.3200	$277,984.32
	GL #: 7007810 - 8930 - 90023	$277,984.32				

Approver Name: Sarah Siep

Approval Date: 07/27/2026

Total Ext. Price	$277,984.32
Purchase Order Total	**$277,984.32**

Entire Agreement: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. Where there is conflict between documents, the controlling documents shall be in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City s solicitation; the City s solicitation; and the Contractor s response to the solicitation.
Overages/Undergoes: Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor s expense.
Schedule: Contractor shall deliver the items or render the services as stated in the Contract. At the City s option, the Contractor s failure to timely deliver or perform may require expedited shipping at the Contractor s expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor s expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City s Purchasing Agent of the anticipated delay.
Payment: Invoices will be paid according to early payment discount terms or thirty (30) days after the City s receipt and acceptance of goods or services. Payment periods will be computed from either the date of delivery or the completion of services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments specified in the contract. No payment shall be due prior to the City s receipt and acceptance of the items.
Warranties: The Contractor warrants that all goods are merchantable, comply with the City s latest drawings and specifications, and are fit for the City s intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
EEO/Discrimination: During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Discrimination in Contracting: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
Proprietary/Confidential Information: The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.
Indemnification: To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor s violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.
Insurance: The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, the following policy or policies of insurance: Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; if any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and if any work under this Contract will be performed by a resident of the state of Arizona, Worker s Compensation (Industrial Insurance) as required by the State of Arizona. The insurance shall be endorsed to include the City of Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor s insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor s insurance.
Compliance with Law: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
Taxes: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
Americans with Disabilities Act: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
Adjustments: The City s Purchasing Agent may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
Amendments: Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City s Purchasing Agent shall be the City s authorized agent.
Assignment: Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.
Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
Waiver: The City s failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City s waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
Applicable Law: This Contract shall be construed under the laws of the State of Arizona; the venue shall be in the Superior Court for Yavapai County, State of Arizona.
Remedies Cumulative: Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
Severability: Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
Gratuities: The City may, by written notice to the Contractor, terminate Contractor s right to proceed under this Contract upon one (1) calendar day s notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.
Termination: For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
Major Emergencies or Disasters: The following provision shall be in effect only during major emergencies or disasters: Contractor shall provide to the City, upon request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date due to circumstances beyond its reasonable control, the Contractor shall make delivery as soon as practicable. If the Contractor is prevented from making such delivery, the Contractor shall assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer limited substitutions for consideration and shall provide such substitutions provided the Contractor obtains prior approval. Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City s request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a major emergency or disaster shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.
Contractor Immigration Warranty: The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. Ï34-301, Employment of Aliens on Public Works Prohibited, and A.R.S. Ï34-302, as amended, Residence Requirements for Employees. Under the provisions of A.R.S. Ï41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (Subcontractors) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. Ï23-214(A) (hereinafter Contractor Immigration Warranty). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractor s employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor s Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. Ï23-214 Subsection A. The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. Services are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

CITY OF PRESCOTT
ARIZONA

Purchase Order

02260707

Fiscal Year 2026

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

Purchase Order Number	**02260707**
Purchase Order Date	**07/29/2026**
Department	**UTILITY OPERATION**
Required By	**07/28/2026**

Bill To 422NVS
City of Prescott
201 N. Montezuma Street, Ste 224
Prescott, AZ 86301

Ship To 422NVS
PUBLIC WORKS
CITY OF PRESCOTT
433 NORTH VIRGINIA STREET
PRESCOTT, AZ 86301

Vendor 214
FANN CONTRACTING INC
PO BOX 4356
PRESCOTT, AZ 86302

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

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
778-0170	KATIEB@FANNCONTRACTING.COM	214	1260837	

NOTES

SHELDON ST EMERGENCY WATER MAIN BREAK

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

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SHELDON ST EMERGENCY WATER MAIN BREAK		1.0000	LS	$274,182.5000	$274,182.50
	GL #: 7007810 - 8930 - 90023	$274,182.50				

Approver Name: Sarah Siep

Approval Date: 07/27/2026

Total Ext. Price	$274,182.50
Purchase Order Total	**$274,182.50**

Entire Agreement: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. Where there is conflict between documents, the controlling documents shall be in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City s solicitation; the City s solicitation; and the Contractor s response to the solicitation.
Overages/Undergoes: Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor s expense.
Schedule: Contractor shall deliver the items or render the services as stated in the Contract. At the City s option, the Contractor s failure to timely deliver or perform may require expedited shipping at the Contractor s expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor s expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City s Purchasing Agent of the anticipated delay.
Payment: Invoices will be paid according to early payment discount terms or thirty (30) days after the City s receipt and acceptance of goods or services. Payment periods will be computed from either the date of delivery or the completion of services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments specified in the contract. No payment shall be due prior to the City s receipt and acceptance of the items.
Warranties: The Contractor warrants that all goods are merchantable, comply with the City s latest drawings and specifications, and are fit for the City s intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
EEO/Discrimination: During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Discrimination in Contracting: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
Proprietary/Confidential Information: The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.
Indemnification: To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor s violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.
Insurance: The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, the following policy or policies of insurance: Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; if any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and if any work under this Contract will be performed by a resident of the state of Arizona, Worker s Compensation (Industrial Insurance) as required by the State of Arizona. The insurance shall be endorsed to include the City of Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor s insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor s insurance.
Compliance with Law: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
Taxes: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
Americans with Disabilities Act: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
Adjustments: The City s Purchasing Agent may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
Amendments: Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City s Purchasing Agent shall be the City s authorized agent.
Assignment: Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.
Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
Waiver: The City s failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City s waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
Applicable Law: This Contract shall be construed under the laws of the State of Arizona; the venue shall be in the Superior Court for Yavapai County, State of Arizona.
Remedies Cumulative: Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
Severability: Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
Gratuities: The City may, by written notice to the Contractor, terminate Contractor s right to proceed under this Contract upon one (1) calendar day s notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.
Termination: For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
Major Emergencies or Disasters: The following provision shall be in effect only during major emergencies or disasters: Contractor shall provide to the City, upon request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date due to circumstances beyond its reasonable control, the Contractor shall make delivery as soon as practicable. If the Contractor is prevented from making such delivery, the Contractor shall assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer limited substitutions for consideration and shall provide such substitutions provided the Contractor obtains prior approval. Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City s request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a major emergency or disaster shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.
Contractor Immigration Warranty: The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. Ï34-301, Employment of Aliens on Public Works Prohibited, and A.R.S. Ï34-302, as amended, Residence Requirements for Employees. Under the provisions of A.R.S. Ï41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (Subcontractors) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. Ï23-214(A) (hereinafter Contractor Immigration Warranty). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractor s employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor s Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. Ï23-214 Subsection A. The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. Services are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

CITY OF PRESCOTT
ARIZONA

Purchase Order

02260709

Fiscal Year 2026

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

Purchase Order Number	**02260709-001**
Purchase Order Date	**07/29/2026**
Department	**UTILITY OPERATION**
Required By	**07/28/2026**

Bill To 422NVS

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

Ship To 422NVS

PUBLIC WORKS
CITY OF PRESCOTT
433 NORTH VIRGINIA STREET
PRESCOTT, AZ 86301

Vendor 5272

DBA CONSTRUCTION INC
PO BOX 63035
PHOENIX, AZ 85082-3035

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

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
	TOMDRYSDALE@DBACONSTRUCTION.NET	5272	1260839	

NOTES

SHELDON ST EMERGENCY WATER MAIN BREAK

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

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	SHELDON ST EMERGENCY WATER MAIN BREAK		1.0000	LS	$68,688.9800	$68,688.98
	GL #: 7007810 - 8930 - 90023	$68,688.98				

Approver Name: Carey Oberheim

Approval Date: 07/27/2026

Total Ext. Price	$68,688.98
Purchase Order Total	**$68,688.98**

Entire Agreement: This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. Where there is conflict between documents, the controlling documents shall be in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City s solicitation; the City s solicitation; and the Contractor s response to the solicitation.
Overages/Undergoes: Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor s expense.
Schedule: Contractor shall deliver the items or render the services as stated in the Contract. At the City s option, the Contractor s failure to timely deliver or perform may require expedited shipping at the Contractor s expense, or may be cause for termination of the Contract and the return of all or part of the items at the Contractor s expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City s Purchasing Agent of the anticipated delay.
Payment: Invoices will be paid according to early payment discount terms or thirty (30) days after the City s receipt and acceptance of goods or services. Payment periods will be computed from either the date of delivery or the completion of services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments specified in the contract. No payment shall be due prior to the City s receipt and acceptance of the items.
Warranties: The Contractor warrants that all goods are merchantable, comply with the City s latest drawings and specifications, and are fit for the City s intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
EEO/Discrimination: During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Discrimination in Contracting: The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
Proprietary/Confidential Information: The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.
Indemnification: To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Contract, or the Contractor s violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.
Insurance: The Contractor shall secure and maintain, at all times during the term of this Contract, at its own expense, the following policy or policies of insurance: Commercial General Liability written on an insurance industry standard occurrence form (ISO form CG 00 01) or equivalent including premises/operations, products/completed operations, personal/advertising injury, contractual liability, and independent contractors liability; if any vehicle is used in the performance of this Contract, a policy of Business Automobile Liability written on an insurance industry standard form (ISO form CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles; and if any work under this Contract will be performed by a resident of the state of Arizona, Worker s Compensation (Industrial Insurance) as required by the State of Arizona. The insurance shall be endorsed to include the City of Prescott, its officers, elected officials, employees, agents and volunteers as an Additional Insured per ISO form CG2010 11/85 or CG2026 or equivalent, and to not permit reduction or cancellation by the insurer without forty-five (45) days prior written notice to the City. The Contractor s insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Contractor s insurance.
Compliance with Law: The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of the City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
Licenses and Similar Authorizations: The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.
Taxes: The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Contract.
Americans with Disabilities Act: The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
Adjustments: The City s Purchasing Agent may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
Amendments: Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties. Unless Contractor is otherwise notified, the City s Purchasing Agent shall be the City s authorized agent.
Assignment: Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.
Binding Effect: The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
Waiver: The City s failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City s waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
Applicable Law: This Contract shall be construed under the laws of the State of Arizona; the venue shall be in the Superior Court for Yavapai County, State of Arizona.
Remedies Cumulative: Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
Severability: Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.
Gratuities: The City may, by written notice to the Contractor, terminate Contractor s right to proceed under this Contract upon one (1) calendar day s notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.
Termination: For Cause: Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. For Public Convenience: The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.
Major Emergencies or Disasters: The following provision shall be in effect only during major emergencies or disasters: Contractor shall provide to the City, upon request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date due to circumstances beyond its reasonable control, the Contractor shall make delivery as soon as practicable. If the Contractor is prevented from making such delivery, the Contractor shall assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer limited substitutions for consideration and shall provide such substitutions provided the Contractor obtains prior approval. Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City s request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a major emergency or disaster shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.
Contractor Immigration Warranty: The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. Ï34-301, Employment of Aliens on Public Works Prohibited, and A.R.S. Ï34-302, as amended, Residence Requirements for Employees. Under the provisions of A.R.S. Ï41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors (Subcontractors) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. Ï23-214(A) (hereinafter Contractor Immigration Warranty). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City. The City retains the legal right to inspect the papers of any Contractor or Subcontractor s employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of its Subcontractors to ensure compliance with the Contractor s Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed. Neither the Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. Ï23-214 Subsection A. The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. Services are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Public Works
ITEM #:	9.H
SUBJECT:	Approval of City Contract No. 2026-093A1, an Amendment to City Contract No. 2026-093 with Earth Resources Corporation for Construction of the Stricklin Park Green Stormwater Infrastructure Site Project in the Amount of $95,429.51. Funding is Budgeted & Available in the Streets and Wastewater Funds.

ITEM SUMMARY

This item is to approve City Contract No. 2026-093A1, an amendment to City Contract No.2026-093 with Earth Resource Corporation in the amount of $95,429.51 for construction of the Stricklin Park Green Stormwater Infrastructure project.

BACKGROUND

Butte Creek is an EPA impaired waterway due to high E. Coli levels. Adjacent Sherwood Drive is prone to the formation of black ice in winter, and stormwater degrades the road surface at an accelerated rate. Lastly, Stricklin Park has been experiencing vegetation die-off at a high rate in recent years due to drought and bark beetles proliferating in the park. The Public Works Environmental Services team designed a project, which is intended to mitigate these issues.

The Stricklin Park Green Stormwater Infrastructure (GSI) project will more effectively route stormwater off the roadway, use it to water vegetation in the park, and then deliver cleaner water to Butte Creek. The project consists of construction of two concrete scuppers, two bio-swales, two stormwater basins, and an overflow into Butte Creek. The project received unanimous citizen support during two public meetings, and supports the City's Strategic Goals 1, 3, and 4: Public Safety, Infrastructure, and Preserving and Protecting Natural Environment and Community Livability.

The City utilized the Job Order Contract procurement method. Construction will take three weeks and will be completed this summer with minimal disturbance to the adjacent roadway and neighborhood.

FINANCIAL IMPACT

Funding for this project is available from the Streets and Wastewater Funds.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-093A1

ATTACHMENTS

1. City Contract No. 2026-093A1

Contract Amendment No. One (1)
Stricklin Park Green Stormwater Infrastructure
Contractor: Earth Resources Corporation
Contract No: 2026-093A1
CIP#: 2604-001
Account No(s): 2157810-8930-26011
August 11, 2026

Purpose of Amendment:

To award Ninety-Five Thousand, Four Hundred Twenty-Nine Dollars and Fifty-One Cents ($95,429.51) for the Stricklin Park Green Stormwater Infrastructure project per the terms, conditions and amount quoted in the project specifications and quote attached.

Summary of Changes:

Description	*Contract Amount*
Total Contract Available for FY2026	$4,000,000.00
Amendment 1: None	$0.00
Total Fiscal Year 2026 Unused Balance-FY2026 Closed	$4,000,000.00
Total Contract Available for FY2027	$4,000,000.00
Amendment 1: Stricklin Park Green Stormwater Infrastructure	$95,429.51
Total Remaining for other Projects in Fiscal Year 2027	$3,904,570.49

Amended Contract Expiration Date: June 30, 2027

Original Contract Expiration Date: June 30, 2030

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

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

SCOPE OF WORK

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

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

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

PROJECT SCHEDULE

The Contractor shall fully complete all work under this Contract within forty-five (45) calendar days beginning with the calendar day as noted in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

LIQUIDATED DAMAGES

All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of $280.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of $280.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed

liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

BONDS

A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Finance Department.

B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Finance Department.

C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

Final Payment Acknowledgement

To the City of Prescott, Arizona:
Earth Resources Corporation
300 S Latilla Lane
Dewey, Arizona 86327
wyatt@ercarizona.com

Earth Resources Corporation, has submitted the final pay application for the Stricklin Park Green Stormwater Infrastructure project Contract No. 2026-093A1 in the consideration of:

$ _____ ,
(Total Final Project Amount)

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

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

Signed and dated this _____ day of _____ , 20____.

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

Subscribed and sworn to before me by

_____

this _____ day of _____ , 20_____ .

_____ _____
Notary Public Commission Expires

Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties

Project: Stricklin Park Green Stormwater Infrastructure
Contract Number: 2026-093A1

To the City of Prescott, Arizona:

A. This affidavit is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

B. The Undersigned, for the consideration of $

_____

(Total project price)

as set out in the final pay application, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed and dated this _____ day of _____ , 20____.

_____

(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

Subscribed and sworn to before me by _____

this _____ day of _____ , 20_____ .

_____ _____

Notary Public Commission Expires

Reviewed By:

TIM SHERWOOD, CAPITAL PROGRAM MANAGER

DATE SIGNED

Approved By:

CATHEY RUSING, MAYOR

DATE SIGNED

Accepted By:

AUTHORIZED SIGNATURE (FULL NAME)

PRINTED FULL NAME

TITLE

Earth Resources Corporation

VENDOR

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

Exhibits List

A - Contractors Proposal

B - Location Reference Map

C - Plan_Set_HPD

Exhibit A

Contractors Proposal

Request For Proposal

EARTH RESOURCES CORPORATION "Building Our Future" 928-775-2795 Dewey,AZ ROC# 259019

Contact: Wyatt Orr
Phone: (928) 713-0215
Email: wyatt@ercarizona.com

300 S Latilla Lane
Dewey, AZ 86327
(928) 775-2795 - FAX (928) 268-3487
info@ercarizona.com
www.ercarizona.com

Earth Resources Corporation. "Building Our Future" R.O.C License 259019

Proposed To:	*Job Name & Location*	*Owners Plans And Specifications Dated*	
City of Prescott Public Works	**Stricklin Park Drainage**	Plans Date:	**90% Plans**
433 N. Virginia Street	**1751 Sherwood Drive**	Spec Date	**5/26/2026**
Prescott, Arizona 86301	**Prescott, Arizona 86303**		
Jeremy Cordova	jeremy.cordova@prescott-az.gov		

The following scope of work shall include material and labor to provide and install the following items per Earth Resources Corporations interpretations of the Owner's Plans and Specifications.

DESCRIPTION	*Quantity*	*Units*	*Unit Price*	*Total*
Mobilization:	1	LS	$ 3,085.00	$ 3,085.00
TCP/ROW: Draw & supply 2 Traffic Control Plans, Right of Way Permit	1	LS	$ 350.00	$ 350.00
Traffic Control: **Shoulder Closure** Supply equipment, labor, and materials to deliver, setup, and maintain Shoulder Closure.	10	Day	$ 119.00	$ 1,190.00
Flagging Operation Supply equipment, labor, and materials to deliver, setup, and maintain Flagging Operation.	2	Day	$ 1,676.00	$ 3,352.00
Utility Locate Allowance: Supply equipment, materials, and labor to locate utilities in work zone. Four hour minimum, billed hourly.	4	Hour	$ 345.00	$ 1,380.00
Safety Workzone Fence:	525	LF	$ 1.92	
Equipment & Labor	1	LS	$ 451.00	$ 451.00
Materials	1	LS	$ 557.00	$ 557.00
Tax - MRRA Materials Only Supply equipment, labor, and materials to install orange safety fence and post around active work zone.	557.00		9.30%	$ 51.80
Quality Control:	1	LS	$ 4,705.00	$ 4,705.00
Survey:	1	LS	$ 6,185.00	$ 6,185.00
As Builts: (If required and not performed by Engineer On Record.)	1	LS	$ 1,250.00	$ 1,250.00
Clear/Grub: Supply equipment, labor, and materials to clear, grub, and haul off organics generated in work zone. Approximately 239 SY (Square Yards)	239	SY	$ 8.30	$ 1,983.70
Wattles:	60	LF	$ 7.47	
Equipment & Labor	1	LS	$ 328.20	$ 328.20
Materials	1	LS	$ 120.00	$ 120.00
Tax - MRRA (Materials Only) Supply equipment, materials, and labor to install approximately 60 LF (Linear Feet) of wattles per plan.	120.00		9.30%	$ 11.16
Demo: Supply equipment, materials, and labor to sawcut concrete tie-ins and asphalt. Demo asphalt, curb, sidewalk, and scupper per plan. Haul off & dispose of spoils. Approximately 21 SY (Square Yards).	40	SY	$ 71.80	$ 2,872.00

Request For Proposal

Mass Grade:					
Supply equipment, materials, and labor to cut subgrade for swale & bio-retention ponds per plan, Prep sub-grade for weir walls, sediment traps, and rip-rap. Stock pile native material. Sort native rock.	133	CY	$ 55.62	$	7,397.46
Rip-rap:	29	SY	$ 105.13		
Equipment & Labor	1	LS	$ 2,312.66	$	2,312.66
Materials	1	LS	$ 736.11	$	736.11
Tax - MRRA Materials Only	736.11		9.30%	$	68.46
Supply equipment, materials, and labor to rip rap run-off invert.					
Concrete:					
Install 5-Bioswale Weir Walls, 2-Sediment Traps, 1-Sidewalk Panel & Underscupper, 1-Concrete Sign Footing per plan.	1	LS	$ 45,135.00	$	45,135.00
ABC / Asphalt:	8	SY	$ 517.45		
Equipment & Labor	1	LS	$ 3,511.04	$	3,511.04
Materials	1	LS	$ 628.56	$	628.56
Tax - MRRA Materials Only	628.56		9.30%	$	58.46
Supply equipment, materials, and labor to install, moisture treat and compact MAG Spec ABC, tack oil asphalt edges, hot asphalt patch back and compact 3/4" MAG Spec AC to match grade. Approximately 8 SY (Square Yards) 4" AC on 8" ABC					
Fine Grade:	1042	SY	$ 6.80		
Equipment & Labor	1	LS	$ 7,035.60	$	7,035.60
Materials	1	LS	$ 50.00	$	50.00
Tax - MRRA Materials Only	50.00		9.30%	$	4.65
Supply equipment, materials, and labor to fine-grade bioswale, retention berms, and install decorative boulders by weirs.					
Water Flow Test:	1	LS	$ 615.00		
Equipment & Labor	1	LS	$ 565.00	$	565.00
Materials	1	LS	$ 50.00	$	50.00
Tax - MRRA Materials Only	50.00		9.30%	$	4.65
Supply equipment, materials, and labor to field verify water movement efficiency after installation of entire gsi plan.					
			TOTAL	**$**	**95,429.51**

EXCLUSIONS:

Proposal does not include the following: S.W.P.P.Plan, survey or layout, density testing, special inspections, export of any unknown hazardous materials, rock excavation (any hard dig situation incurred that a 310 size, rubber-tire backhoe is unable to dig), blasting and hammer hoe expenses, or permits.

ESTIMATE IS GUARANTEED FOR 30 DAYS FROM ORIGINAL DATE.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from the above specification involving extra costs, will be executed only upon written orders and will become an extra charge in addition to the original amount.

Respectfully Submitted,

Ryan Hawkins

Date: _____

Date Printed
7/6/2026

Ryan Hawkins, Project Manager/Assistant Estimator

Phone: (845) 699-1813

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are herby accepted. Earth Resources Corporation is authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized Signature

Printed Name and Title

Exhibit B

Location Reference Map





Attachment 1: Location map for Stricklin Park Green Stormwater Infrastructure project with reference location (above) and project site with work area noted in blue (left)

CITY OF PRESCOTT
ARIZONA

Exhibit C

Plan_Set_HPD

This drawing is an instrument of service and the property of Harrington Planning + Design and shall be restricted to the original site for which it was prepared and publication therefore is expressly limited to such use.

Reuse, reproduction by any method in part or in whole is prohibited without HP+D written consent.

STRICKLIN PARK
1751 SHERWOOD DRIVE
PRESCOTT, ARIZONA 86303

CITY OF PRESCOTT GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENTS (MAG0, & QUAD CITY SUPPLEMENT TO MAG, (LATEST REVISIONS), UNLESS SPECIFICALLY APPROVED BY THE AGENCY AND MODIFIED ON PLANS.

2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF MAG AND QUAD CITY SUPPLEMENT, AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS.

3. ALL PLANS ACCEPTED FOR CONSTRUCTION BY THE AGENCY ARE NULL AND VOID ONE YEAR FROM DATE OF SIGNATURE IF CONSTRUCTION HAS NOT STARTED. RESUBMITTAL AND REVIEW SHALL BE REQUIRED, AFTER ONE YEAR OF INACTIVITY.

4. ALL QUANTITIES SHOWN ON THE PLANS HAVE NOT BEEN VERIFIED BY THE CITY. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES AND MAKE HIS BID BASED UPON THOSE VERIFICATIONS. IF A QUANTITY OR ITEM OF WORK DISCREPANCY IS FOUND, THE CONTRACTOR SHALL NOTIFY THE CITY IMMEDIATELY. THE CONTRACTOR SHALL NOT BE RELIEVED OF THEIR RESPONSIBILITY FOR INDEPENDENTLY ESTIMATING WORK QUANTITIES PRIOR TO BIDDING.

5. THE CONTRACTOR SHALL PROVIDE SUFFICIENT MEN, EQUIPMENT, & MATERIAL ON THE JOB AT ALL TIMES DURING CONSTRUCTION TO COMPLY WITH CONTRACT DOCUMENTS & TO COMPLETE THE WORK IN ACCORDANCE WITH CONTRACT LIMITS.

6. THE OWNER IS RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ALL PERMITS REQUIRED TO COMPLETE ALL WORK COVERED BY THESE PLANS. A SEPARATE PERMIT WILL BE REQUIRED FOR ANY CONSTRUCTION EXTENDING BEYOND THE CONSTRUCTION SITE PROPERTY BOUNDARY. A RIGHT-OF-WAY (ROW) PERMIT AND TRAFFIC CONTROL PLAN PER SECTION WILL BE REQUIRED FOR ALL CONSTRUCTION WITHIN PUBLIC ROW AND EASEMENTS.

7. NO STREET IS TO BE CLOSED, RESTRICTED, OR CONSTRUCTED UPON UNTIL A TRAFFIC CONTROL PLAN IS PREPARED BY THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN TO THE AGENCY AS NEEDED TO PERFORM CONSTRUCTION ACTIVITIES. SUBMITTAL SHALL BE MADE AT LEAST FIVE WORKING DAYS (EXCLUDING HOLIDAYS) PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONSTRUCTION CANNOT BEGIN UNTIL AGENCY APPROVAL OF THE PLAN IS GRANTED. THE DYNAMIC NATURE OF TRAFFIC RELATED ACTIVITIES MAY REQUIRE MODIFICATION OF AN APPROVED PLAN BASED ON AGENCY ANALYSIS. IF SO, THE CONTRACTOR WILL MODIFY THE TRAFFIC CONTROL PLAN AT NO EXPENSE TO THE AGENCY.

8. APPROPRIATE EMERGENCY AGENCIES SHALL BE NOTIFIED A MINIMUM OF 24 HOURS PRIOR TO ANY CLOSING OF STREETS.

9. CONTRACTOR SHALL NOTIFY AGENCY AT LEAST 72 HOURS (3 WORKING DAYS) PRIOR TO START OF CONSTRUCTION TO SCHEDULE CONSTRUCTION INSPECTION. PRIVATE DEVELOPMENTS SHALL PROVIDE FOR INDEPENDENT 3RD PARTY INSPECTIONS. CITY/TOWN ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS (2 WORKING DAYS) PRIOR TO START OF CONSTRUCTION.

10. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE AGENCY OR ITS REPRESENTATIVE AND/OR ALL WORK MATERIALS NOT IN CONFORMATION WITH THE PLANS AND SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S SOLE EXPENSE.

11. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATION OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. THE CITY/TOWN ENGINEER AND THE AGENCY DO NOT GUARANTEE THE EXACT LOCATIONS OR ELEVATIONS OF ANY EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR MAKING A COMPLETE AND ACCURATE ON-SITE DETERMINATION OF THE LOCATIONS, MATERIAL, AND SIZE OF ALL UTILITIES, STRUCTURES, AND FIELD CONDITIONS WHICH MAY AFFECT THE PROGRESS OF THE WORK. THE CONTRACTOR SHALL FIELD EXPOSE EXISTING UNDERGROUND UTILITIES PRIOR TO TRENCHING IN THEIR VICINITY AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES AND UTILITIES ENCOUNTERED DURING CONSTRUCTION.

12. THE CONTRACTOR IS REQUIRED TO CONTACT ARIZONA 811 (1-800-STAKE-IT) A MINIMUM OF TWO WORKING DAYS (48) HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE RELOCATION AND/OR SUPPORT OF ALL UTILITIES, POWER POLES, ETC., THAT MAYBE NECESSARY TO FACILITATE CONSTRUCTION.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION SURVEYING AND LAYOUT WITH CONTROL PROVIDED BY THE DESIGN ENGINEER OR HIS DESIGNEE.

15. THE CONTRACTOR IS RESPONSIBLE FOR QUALITY CONTROL MEASURES SUFFICIENT TO PRODUCE MATERIALS AND WORKMANSHIP OF ACCEPTABLE QUALITY. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL SUBMIT A QUALITY CONTROL PLAN. THE CONTRACTOR AT HIS OWN EXPENSE SHALL PROVIDE AN INDEPENDENT GEOTECHNICAL FIRM TO PERFORM QUALITY CONTROL TESTING SUCH AS SOILS AND CONCRETE TESTING, AND FULL TIME ASPHALTIC CONCRETE LAYDOWN COMPACTION TESTING AND ADEQUATE PLANT CONTROL FOR EACH PAVING DAY. THE CITY, BY SEPARATE CONTRACT, MAY BE RESPONSIBLE FOR QUALITY ASSURANCE TESTING AS IT MAY DEEM NECESSARY.

16. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS OF TESTING AND INSPECTION, INCLUDING THE PRESENCE OF CITY INSPECTORS, REQUIRED AT NIGHT OR ON WEEKENDS.

17. ALL WORK & MATERIALS WHICH DO NOT CONFORM TO THE CONTRACT DOCUMENTS ARE SUBJECT TO REMOVAL & REPLACEMENT AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RE-WORK AND/OR REMOVAL AND REPLACEMENT OF ALL MATERIALS REPRESENTED BY FAILING TESTS OR SUBSTANDARD WORKMANSHIP. THE CONTRACTOR SHALL IMPLEMENT BEST-MANAGEMENT PRACTICES, AND EROSION AND SEDIMENT CONTROL MEASURES, TO PREVENT THE TRANSPORT OF CONSTRUCTION MATERIALS INTO DRAINAGE INLETS, STORM DRAIN MANHOLES, UTILITY STRUCTURES, OR ONTO ADJACENT STREETS AND PROPERTIES.

18. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL THE WRITTEN FINAL ACCEPTANCE OF A COMPLETE AND WORKABLE UNIT.

19. THE AGENCY MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN ITS JUDGEMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSTABLE, OR THERE IS A DANGER TO THE PUBLIC HEALTH AND SAFETY.

20. ALL REVISIONS TO ORIGINAL PLANS MUST BE APPROVED BY THE AGENCY PRIOR TO CONSTRUCTION. ANY UNAPPROVED REVISIONS ARE SUBJECT TO REMOVAL & REPLACEMENT AT CONTRACTOR'S EXPENSE.

21. ALL OBSTRUCTIONS IN THE RIGHT OF WAY SHALL BE REMOVED BEFORE ANY CONSTRUCTION IS PERMITTED.

22. REMOVAL OF STRUCTURES AND OBSTRUCTIONS AS NECESSARY TO COMPLETE THE WORK, OTHER THAN SPECIFICALLY SCHEDULED IN THE BID, IS INCIDENTAL TO THE CONTRACT. NO SEPARATE MEASUREMENT OF OR PAYMENT FOR UNSCHEDULED REMOVAL ITEMS WILL BE MADE.

23. THE SITE OF ALL EXCAVATION, EMBANKMENTS, AND FILLS SHALL FIRST BE CLEARED OF STUMPS, TRASH, WEEDS, RUBBISH, TOPSOIL, AND LOOSE BOULDERS WHICH SHALL BE REMOVED AND DISPOSED OF. CLEARING AND GRUBBING IS CONSIDERED INCIDENTAL TO THE WORK UNLESS SPECIFICALLY IDENTIFIED PAYMENT F OF OR UNSUITABL THER CONTRACT DING THE SUBSOILS TER OF THE HARDPAN, GRAVEL, ROCK, WATER, AND ALL OTHER MATERIAL TO BE ENCOUNTERED AND WORK TO BE PERFORMED.

NOTE #23 NOT USED

24. THE CONTRACTOR SHALL GUARD AGAINST DAMAGE DURING CONSTRUCTION TO EXISTING PROPERTIES AND IMPROVEMENTS. ANY ITEMS DAMAGED BY THE CONTRACTOR'S ACTIVITIES SHALL BE REPLACED IN KIND OR BETTER AT THE CONTRACTOR'S EXPENSE, UNLESS SPECIFICALLY SCHEDULED IN THE BID.

25. THE CONTRACTOR SHALL KEEP SUITABLE EQUIPMENT ON HAND AT THE JOBSITE FOR MAINTENANCE DUST CONTROL, AND SHALL CONTROL DUST AS DIRECTED BY THE APPROPRIATE AGENCY.

26. STREET AND TRAFFIC SIGNS SHALL BE LOCATED BY THE CONTRACTOR IF NECESSARY, AT THE DIRECTION OF THE AGENCY.

27. BACKFILL COMPACTION SHALL BE TYPE 1 (MAG, SECTION 601) UNLESS OTHERWISE NOTED.

28. ACCEPTANCE OF THE COMPLETED WORK WILL NOT BE GIVEN UNTIL 'AS-BUILT' PLANS ON APPROVED SURVEY DATUM 7 COORDINATES HAVE BEEN SUBMITTED IN ACCORDANCE WITH AGENCY.

29. ALL CONCRETE TO BE AT LEAST 4000 PSI CLASS "AA" PORTLAND CEMENT CONCRETE PER MAG AND THE COP SUPPLEMENT, UNLESS OTHERWISE SPECIFIED ON THE PLANS, SPECIFICATIONS, OR IN STANDARD DETAILS.

30. EDGES OF CONCRETE STRUCTURES TO HAVE 3/4" CHAMFER, UNLESS OTHERWISE SPECIFIED ON THE PLANS.

31. ALL CONCRETE SURFACES TO HAVE A BROOM FINISH UNLESS OTHERWISE NOTED ON THE PLANS.

32. ALL EXPANSION JOINTS TO BE SEALED WITH 1/2" EXPANSION JOINT, PRE-FORMED JOINT FILLER AND SEALER, IN ACCORDANCE WITH MAG SECTION 729.

33. ALL DISTURBED FENCES SHALL BE REPLACED IN KIND. CONTRACTOR SHALL EXTEND FENCE REPLACEMENT TO THE CLOSEST UPRIGHT SUPPORT NECESSARY FOR STABILITY.

34. MAILBOXES SHALL BE REMOVED AND REINSTALLED AS DIRECTED BY THE U.S. POSTAL SERVICE AND AGENCY. TEMPORARY LOCATIONS SHALL BE PER U.S. POSTAL SERVICE.

35. NO JOB WILL BE CONSIDERED COMPLETE UNTIL ALL PIPES, STRUCTURES, CURBS, PAVEMENT, SIDEWALKS, MANHOLE COVERS, VALVES AND SURVEY MONUMENTS HAVE BEEN CLEANED OF ALL DIRT, DEBRIS, CONCRETE, ASPHALT AND ANY OTHER MATERIALS AS DETERMINED BY AGENCY INSPECTORS.

36. THE CONTRACTORS SHALL WARRANTY ALL WORK FOR A MINIMUM TWO YEAR PERIOD AFTER FORMAL ACCEPTANCE OF ALL WORK BY THE AGENCY.

37. THE SITE OF ALL EXCAVATION, EMBANKMENTS, AND FILLS SHALL FIRST BE CLEARED OF STUMPS, TRASH, WEEDS, RUBBISH, AND LOOSE BOULDERS WHICH SHALL BE REMOVED AND DISPOSED OF. EXISTING TOPSOIL SHALL BE STRIPPED, SALVAGED, AND STOCKPILED ON SITE FOR REUSE UNLESS OTHERWISE DIRECTED. CLEARING AND GRUBBING IS CONSIDERED INCIDENTAL TO THE WORK UNLESS SPECIFICALLY IDENTIFIED IN THE BID SCHEDULE. NO SEPARATE MEASUREMENT OF OR PAYMENT FOR CLEARING AND GRUBBING, TREE REMOVAL AND OTHER UNSUITABLE SURFACE MATERIALS, WILL BE MADE. PRIOR TO BIDDING THE CONTRACTOR MUST SATISFY HIMSELF REGARDING THE CHARACTER OF THE SUBSOILS TO INCLUDE THE AMOUNT OF LOAM, CLAY, SAND, QUICKSAND, HARDPAN, GRAVEL, ROCK, WATER, AND ALL OTHER MATERIAL TO BE ENCOUNTERED AND WORK TO BE PERFORMED.

PLANTING MATERIAL LEGEND

TREES	SIZE	NOTES	QTY
Acer negundo Box Elder Caliper Size: 1.5"	24" Box 10' H X 5' W		2
Amelanchier arborea Serviceberry Caliper Size: 1.5"	24" Box 10' H X 4' W		2
Pinus ponderosa Ponderosa Pine Caliper Size:2.0"	24" Box 9' x 5'		2
Quercus arizonica Arizona White Oak Caliper Size: 2.0"	24" Box 9' x 4'		2
Quercus turbinella Shrub Oak Caliper Size:1.5"	24" Box 9' x 4'		2
Quercus emoryi Gambel Oak Caliper Size: 2.0"	24" Box 10' x 5'		2
Existing Tree Species Varies - Field Review Protect In Place	Varies	Fence as needed	-

SHRUBS			QTY
Bouteloua gracilis Blue Grama Grass	5 Gallon can full	*ADWR	15
Festuca glauca Blue Fescue Grass	5 Gallon can full	*ADWR	15
Muhlenbergia rigens Deer Grass	5 Gallon can full	*ADWR	15
Caryopteris × c. 'Blue Mist' Bluebeard	5 Gallon can full	*ADWR	20
Salvia greggi Autumn Sage	5 Gallon can full	*ADWR	15

LANDSCAPE MATERIALS

Rip Rap. 3"- 8", Color "Valentine Gold (Palomino)", 12" deep in bioswale and bioretention areas per plan.		520 s.f.
BROADCAST SEED MIX		
Hedysarum boreale	Northern Sweetvech	5 lb/ac
Oenother pallida	Pale Everything Primrose	5 lb/ac
Cleome serrulata	Rocky Mt Beeplant	5 lb/ac
Ratibida columnifera pulchra	Mexican Hat	10 lb/ac
Coreopsis tinctoria	Plains Coreopsis	15 lb/ac
Penstemon commarheus	Dusty Breadtongue	15 lb/ac
Melampodium leucanthum	Blackfoot Daisy	15 lb/ac
Mirabilis multiflora	Wild Four O'Clock	10 lb/ac
Eriogonum jamesii	James Wild Buckwheat	5 lb/ac
Gallardia pinnatifida	Adobe Blanketflower	10 lb/ac
		3,850 s.f.

*ADWR = Arizona Department of Water Resources
Approved Low-Water Use Plant

SHEET INDEX

SHEET	TITLE
L0.1-L0.2	PROJECT COVER
L1.0	SITE DEMO PLAN
L2.0	GSI PLAN
L2.1	LAYOUT PLAN
L3.0	LANDSCAPE PLAN
L4.0	LANDSCAPE DETAILS
L5.0	GSI DETAILS
L6.0	GSI SECTIONS

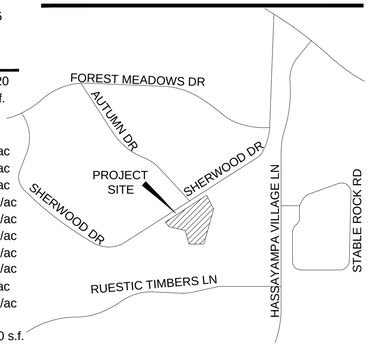
OWNER CONTACT

CITY OF PRESCOTT
1505 SUNDOG RANCH ROAD
PRESCOTT, AZ 86301
JEREMY CORDOVA
(928) 777-1130 EXT 5029
JEREMY.CORDOVA@PRESCOTT-AZ.GOV

LANDSCAPE ARCHITECT

HARRINGTON PLANNING + DESIGN (HP+D)
4711 E. FALCON DRIVE, SUITE 222
MESA, ARIZONA 85215
JASON HARRINGTON, RLA, ASLA, ASIC, APWA
(480) 250-0116
JASON@HARRINGTONPLANNINGDESIGN.COM

VICINITY MAP



NORTH
N.T.S.

HARRINGTON
PLANNING + DESIGN
4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

90% SET

LANDSCAPE ARCHITECT
REGISTERED
44161
JASON E. HARRINGTON
Not Signed
ARIZONA U.S.A.
05.26.26

Stricklin Park GSI
1751 Sherwood Drive
Prescott, AZ 86303

REV.	COMMENT	DATE
	90% Submittal	05.26.26
	75% Submittal	03.03.26
	30% Submittal	12.30.25
	ISSUE	DATE

PROJECT PACKAGE

May 26, 2026

DRAWN BY:	RGF
CHECK BY:	JEH
PROJ. NO.:	2025-033
CASE NO.:	TBD

CASE NO.: TBD

PROJECT COVER

L0.1

1 of 9

STRICKLIN PARK
1751 SHERWOOD DRIVE
PRESCOTT, ARIZONA 86303

LANDSCAPE NOTES

1. PERFORM WORK IN ACCORDANCE WITH THESE PLANS, DETAILS, AND SPECIFICATIONS.
2. CAREFULLY INSPECT SITE AND VERIFY CONDITIONS PRIOR TO BIDDING. NOTIFY LANDSCAPE ARCHITECT OF DISCREPANCIES WITH THESE DOCUMENTS PRIOR TO BEGINNING CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THE ABOVE STANDARDS, SPECIFICATIONS AND DRAWINGS, AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS WHICH MAY BE NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS.
3. HOLD HARMLESS AND INDEMNIFICATION CLAUSE - THE CONTRACTOR SHALL AGREE THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY TO ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE LANDSCAPE ARCHITECT HARMLESS FROM ANY AND ALL LIABILITY; REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE LANDSCAPE ARCHITECT.
4. UNAUTHORIZED CHANGES TO DRAWINGS - THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USE OF DRAWINGS. CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
5. UNDERGROUND SERVICE ALERT - NOTIFY BLUE STAKE 48 HOURS PRIOR TO DIGGING AT 1-800-STAKE-IT. EXERCISE EXTREME CARE IN WORKING NEAR EXISTING UTILITIES. VERIFY THE LOCATION AND CONDITION OF UTILITIES PRIOR TO CONSTRUCTION.
6. INSPECTIONS - NOTIFY OWNER REPRESENTATIVE AND APPROPRIATE AGENCY REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE PRIOR TO REQUIRED GOVERNING AGENCY INSPECTION.
7. QUANTITIES INDICATED IN DRAWINGS ARE PROVIDED AS A COURTESY ONLY. VERIFY QUANTITIES SHOWN BY CONDUCTING A INDEPENDENT QUANTITY TAKE OFF.
8. OWNER AND LANDSCAPE ARCHITECT WILL DECIDE QUESTIONS RELATING TO INTERPRETATION OF DRAWINGS AND ACCEPTABLE FULFILLMENT OF THE WORK SHOWN IN CONTRACT DOCUMENTS.
9. MAINTAIN PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS, AND RUBBISH INCIDENTAL TO THE WORK AT ALL TIMES INCLUDING WEEKENDS AND HOLIDAYS. DISPOSE OF RUBBLE, TRASH, OR DISPOSABLE ITEMS RESULTING FROM DEMOLITION IN A LEGAL, LAWFUL, AND SAFE MANNER TO AN APPROVED DISPOSAL SITE.
10. PROVIDE MANUAL WEED REMOVAL (HAND-PULLING/HOEING) FOLLOWING EARTHWORK, LEACHING, BED PREPARATION, AND FINE GRADING, AND PRIOR TO TOP DRESS. NO HERBICIDES (INCLUDING PRE-EMERGENTS) SHALL BE APPLIED DUE TO PROXIMITY TO BUTTE CREEK.
11. ALL EXISTING LANDSCAPE AREAS OUTSIDE THE PROJECT AREA THAT ARE DISTURBED BY ANY ACTIVITY UNDER THIS CONTRACT SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION AND TO THE SATISFACTION OF THE OWNER AT THE CONTRACTORS EXPENSE.
12. THE CONTRACTOR SHALL PROVIDE FLAGGED AND/OR STAKED LAYOUT OF ALL PLANTING LOCATIONS FOR REVIEW AND ADJUSTMENT, IF NECESSARY, BY THE OWNER'S REPRESENTATIVE PRIOR TO STARTING IRRIGATION OR PLANT PIT EXCAVATIONS.
13. ANY AND ALL PLANTS OR TREES, NOT DESIGNATED TO BE REMOVED, WHICH ARE DISTURBED OR DAMAGED AS A RESULT OF WORK UNDER THIS CONTRACT SHALL BE REPLACED AT CONTRACTOR'S EXPENSE WITH A PLANT OF EQUAL OR BETTER QUALITY AND OF THE SAME SIZE AND SPECIES OF THE ORIGINAL EXISTING PLANT UNLESS OTHERWISE DIRECTED BY THE OWNER'S REPRESENTATIVE.
14. ON-SITE STAGING OR R/W STAGING PER OWNER APPROVED LOCATION.

GREEN SUSTAINABLE INFRASTRUCTURE NOTES

1. CONSTRUCT ALL GREEN SUSTAINABLE INFRASTRUCTURE (GSI) FACILITIES IN ACCORDANCE WITH APPROVED PLANS AND CITY OF PRESCOTT STORMWATER REQUIREMENTS.
2. VERIFY ALL RELEVANT ELEVATIONS PRIOR TO CONSTRUCTION.
3. CONTRACTOR MUST FIELD VERIFY WATER MOVEMENT EFFICIENCY AFTER INSTALLATION OF ENTIRE GSI PLAN.
4. CONTRACTOR MUST FIELD VERIFY BIOSWALE SLOPES WHEN INSTALLED.

CITY OF PRESCOTT PAVING NOTES

1. NO STREET IS TO BE CLOSED, RESTRICTED, OR CONSTRUCTED UPON UNTIL A TRAFFIC CONTROL PLAN IS PREPARED BY THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN TO THE AGENCY AS NEEDED TO PERFORM CONSTRUCTION ACTIVITIES. SUBMITTAL SHALL BE MADE AT LEAST FIVE WORKING DAYS (EXCLUDING HOLIDAYS) PRIOR TO COMMENCEMENT OF CONSTRUCTION. CONSTRUCTION CANNOT BEGIN UNTIL AGENCY APPROVAL OF THE PLAN IS GRANTED. THE DYNAMIC NATURE OF TRAFFIC RELATED ACTIVITIES MAY REQUIRE MODIFICATION OF AN APPROVED PLAN BASED ON AGENCY ANALYSIS. IF SO, THE CONTRACTOR WILL MODIFY THE TRAFFIC CONTROL PLAN AT NO EXPENSE TO THE AGENCY.
2. APPROPRIATE EMERGENCY AGENCIES SHALL BE NOTIFIED A MINIMUM OF 24 HOURS PRIOR TO ANY CLOSING OF STREETS.
3. SUBGRADE, AGGREGATE BASE COURSE, AND ASPHALT CONCRETE PAVEMENT SHALL BE PLACED IN ACCORDANCE WITH THE ROADWAY STRUCTURAL SECTION FOUND IN THE APPROVED PLANS AND BASED ON THE RECOMMENDATION OF THE EOR AND THE GEOTECHNICAL REPORT. CONTRACTOR SHALL ADHERE TO THE THICKNESS, LIFT, AND COMPACTION REQUIREMENTS INCLUDED WITH THE STRUCTURAL SECTION.
4. AGGREGATE BASE COURSE SHALL NOT BE PLACED ON SUBGRADE UNTIL SUBGRADE REQUIREMENTS HAVE BEEN ACHIEVED.
5. ALL ASPHALT CONCRETE PAVEMENTS SHALL BE PER APPLICABLE MAG SPECIFICATIONS AS AMENDED BY THE AGENCY. ASPHALT CONCRETE MIX DESIGN SHALL BE SUBMITTED TO THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE FOR APPROVAL A MINIMUM OF ONE WEEK PRIOR TO START OF CONSTRUCTION.
6. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UNDERGROUND UTILITIES WITHIN THE ROADWAY PRISM ARE VERIFIED FOR DETAIL CONFORMANCE, COMPLETED AND TESTED (TO INCLUDE BUT NOT LIMITED TO) SEWER TESTING, LOW AIR TESTING OF MAIN LINE AND SERVICES, TRACE WIRE TESTING, DEFLECTION TESTING AND VERIFICATION OF MANHOLES CONFORMING TO QUAD CITY STANDARD DETAIL 420Q. WATER TESTING CHLORINATION/DISINFECTING OF MAIN LINE AND SERVICES, PRESSURE TESTING, TRACE WIRE TESTING AND VERIFICATION OF VALVE BOXES CONFORMING TO QUAD CITY STANDARD DETAIL 391Q, AND VIDEO TESTING OF SEWER AND DRAINAGE SYSTEMS PER MAG SPECIFICATIONS.
7. ALL UTILITY FRAMES, COVERS, VALVE BOXES, MANHOLES, ETC. SHALL BE ADJUSTED TO FINISH GRADE AFTER PLACEMENT OF SURFACE COURSE BY THE CONTRACTOR PER QUAD CITY STANDARD DETAILS.
8. ALL CONCRETE TO BE AT LEAST 4000 PSI CLASS "AA" PORTLAND CEMENT CONCRETE PER MAG AND THE COP SUPPLEMENT, UNLESS OTHERWISE SPECIFIED ON THE PLANS, SPECIFICATIONS, OR IN STANDARD DETAILS.
9. EDGES OF CONCRETE STRUCTURES TO HAVE A 3/4" CHAMFER, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
10. CONCRETE SURFACES TO HAVE A BROOM FINISH UNLESS OTHERWISE NOTED ON THE PLANS.
11. ALL EXPANSION JOINTS TO BE SEALED WITH 1/2" EXPANSION JOINT, PRE-FORMED JOINT FILLER AND SEALER, IN ACCORDANCE WITH MAG SECTION 729.
12. DRIVEWAY ENTRANCES WILL BE LOCATED AS SPECIFIED ON THE PLANS UNLESS MODIFIED BY THE DESIGN ENGINEER AND APPROVED BY THE AGENCY. ALL DRIVEWAY ENTRANCES SHALL BE CONSTRUCTED OVER 6" THICK AGGREGATE BASE COURSE PER MAG SPECIFICATION 702 AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY, UNLESS OTHERWISE NOTED.

CITY OF PRESCOTT EROSION & SEDIMENTATION NOTES

1. A COPY OF THE APPROVED GRADING AND DRAINAGE PLAN FOR THIS PROJECT AND EROSION AND SEDIMENT CONTROL (ESC) PLAN OR STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE MAINTAINED ON THE SITE AND AVAILABLE FOR REVIEW. THOSE ELEMENTS OF THE GRADING AND DRAINAGE PLAN PERTINENT TO OR REFERENCED ON THE SWPPP SHALL BE A PART OF THE SWPPP.
2. THE ESC/SWPPP AND RELATED RECORDS MUST BE MADE AVAILABLE UPON REQUEST TO ADEQ AND THE CITY OF PRESCOTT.
3. THE IMPLEMENTATION OF THESE PLANS AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE FACILITIES IS THE RESPONSIBILITY OF THE PERMITTEE/CONTRACTOR UNTIL ALL CONSTRUCTION IS APPROVED AND A NOTICE OF TERMINATION HAS BEEN SUBMITTED.
4. THE SCHEMATIC EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE MINIMUM. THE CONTRACTOR SHALL PROVIDED ALL NECESSARY MEANS TO PROTECT EXISTING FACILITIES AND ADJACENT PROPERTIES FROM NOISE, DUST, AND STORM WATER RUNOFF THROUGHOUT CONSTRUCTION OF THE PROJECT AND BUILDINGS ON LOTS, AND SHALL CONDUCT HIS OPERATIONS IN A MANNER THAT STORM WATER WILL BE CONTAINED ON SITE OR CHANNELED INTO A STORM DRAIN SYSTEM, PROVIDED THAT IS FREE FROM POLLUTANTS AND DEBRIS
5. CONTRACTOR SHALL PERMANENTLY STABILIZE ALL DISTURBED SLOPES AS STATED ON APPROVED CONSTRUCTION PLANS. ALL EROSION CONTROL STRUCTURES SHALL REMAIN IN PLACE UNTIL EXPOSED SLOPES HAVE BEEN PERMANENTLY STABILIZED.
6. CONTRACTOR SHALL TAKE MEASURES TO PREVENT OR MINIMIZE THE GENERATION, EMISSION AND/OR TRANSPORT OF FUGITIVE DUST FROM CONSTRUCTION ACTIVITIES.
7. THIS PLAN SHALL BE IN EFFECT UNTIL ALL DISTURBED AREAS ARE PERMANENTLY STABILIZED, TRANSFERRED TO NEW OWNERSHIP, OR DEVELOPED UNDER FUTURE PLANS WITH A NEW NOTICE OF INTENT (NOI), SWPPP AND PERMIT. ONCE THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND THE SITE HAS MET THE FINAL STABILIZATION REQUIREMENTS OF THE PERMIT, THE AUTHORIZED SITE REPRESENTATIVE MAY FILE A NOTICE OR TERMINATION (NOT) WITH ADEQ, WITH A COPY SUBMITTED TO THE CITY OF PRESCOTT ENGINEERING DIVISION TO TERMINATE COVERAGE UNDER THE PERMIT.
8. A CONCRETE WASHOUT SHALL BE INSTALLED FOR ALL PROJECTS THAT PROPOSE CONCRETE TO BE MIXED ON SITE OR TO BE DELIVERED FROM A BATCH PLANT. THE CONCRETE WASHOUT SHALL BE LOCATED A MINIMUM OF FIFTY (50) FEET FROM ANY DRAINAGE INFRASTRUCTURE OR NATURAL DRAINAGE FEATURES OR WATER BODIES AND INCORPORATE AN IMPERMEABLE LINER TO CONTAIN THE REQUIRED VOLUME. ALL DRIED CONCRETE WASTE SHALL BE BROKEN INTO MANAGEABLE PIECES AND DISPOSED OFF-SITE AT AN APPROVED FACILITY.

This drawing is an instrument of service and the property of Harrington Planning + Design and shall be restricted to the original site for which it was prepared and publication therefore is expressly limited to such use. Reuse, reproduction by any method in part or in whole is prohibited without HP+D written consent.

HARRINGTON PLANNING + DESIGN
4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

90% SET

REGISTERED LANDSCAPE ARCHITECT 44161 JASON E. HARRINGTON 05.26.26 Not Valid Until Signed ARIZONA U.S.A.

Stricklin Park GSI
1751 Sherwood Drive
Prescott, AZ 86303

REV.	COMMENT	DATE

ISSUE	DATE
90% Submittal	05.26.26
75% Submittal	03.03.26
30% Submittal	12.30.25

PROJECT PACKAGE

May 26, 2026

DRAWN BY:	RGF
CHECK BY:	JEH
PROJ. NO.:	2025-033
CASE NO.:	TBD

CASE NO.: TBD

PROJECT COVER

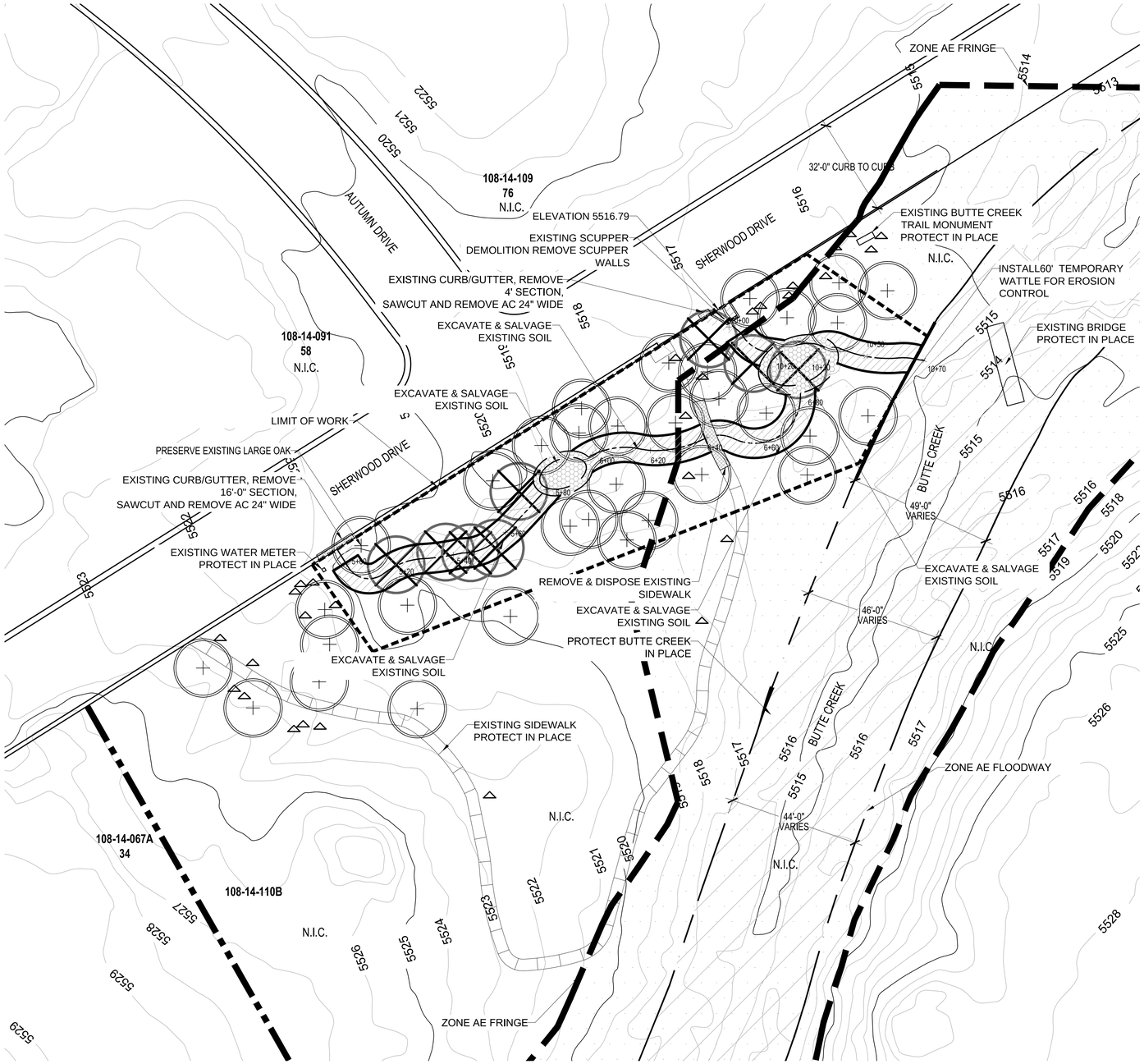
L0.2

2 of 9

ARIZONA 811 BLUE STAKE, INC.

This drawing is an instrument of service and the property of Harrington Planning + Design and shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.

Reuse, reproduction by any method in part or in whole is prohibited without HP+D written consent.



DEMOLITION LEGEND

SYMBOL	DESCRIPTION
	EXISTING PROPERTY LINE
	EXISTING CONTOUR LINE
	LIMIT OF WORK FENCING
	EXISTING BUTTE CREEK FLOODWAY - PROTECT IN PLACE
	TEMPORARY WATTLE - 60' LENGTH, 9" DIAMETER
	REMOVE AND SALVAGE EXISTING SOIL - BIORETENTION BASIN, 1' - 0" DEEP
	REMOVE AND SALVAGE EXISTING SOIL - BIOSWALE, 1' - 0" DEEP
	REMOVE EXISTING CONCRETE SIDEWALK, REMOVE PANEL TO NEAREST JOINT
	ZONE AE FLOODWAY
	ZONE AE FLOOD FRINGE

EXISTING PLANT LEGEND

- EXISTING TREE TO BE REMOVED (8)
  SIZE VARIES / SPECIES VARIES / REMOVE ROOTS
- EXISTING TREE TO REMAIN (PROTECT IN PLACE)
- EXISTING BOULDERS TO BE REMAIN / SALVAGE
  (PROTECT IN PLACE) UNLESS OTHERWISE NOTED
  SALVAGE EXISTING BOULDERS IN CONFLICT WITH GRADING

DEMO NOTES:

1. EXISTING BOULDERS SHALL REMAIN AND BE INTEGRATED INTO THE SITE'S PLANTING PLAN. QUANTITIES VARY BASED ON SITE CONDITIONS.
2. BOULDER: BOULDER VOIDS SHALL BE BACKFILLED COMPACTED WITH NATIVE SITE SOIL. BOULDERS SHALL BE RELOCATED PER LANDSCAPE PLAN AND INSTALLED PER DETAIL. CONTRACTORS SHALL MARK NEW LOCATIONS FOR APPROVAL.
3. TREE REMOVAL: TREE REMOVAL LOCATIONS SHOWN ARE CONCEPTUAL ONLY. FINAL DETERMINATION OF TREES TO BE REMOVED OR PRESERVED AND SHALL COMPLY WITH CITY OF PRESCOTT DEVELOPMENT CODE AND APPLICABLE TREE PRESERVATION REQUIREMENTS. ALL TREES TO BE REMOVED SHALL DISPOSE OFF SITE, BACKFILL EXISTING TREE ROOT ZONE BY ONSITE SALVAGE SOILS.
4. SITE PROTECTION: DESIGNATED SITE AREA SHALL BE TEMPORARILY FENCED WITH SNOW FENCING DURING CONSTRUCTION. LIMITS SHOWN ARE CONCEPTUAL AND SUBJECT TO CITY APPROVAL. SEE DETAIL 4/L4.0.
5. FLOODPLAIN ZONES SHOWN ARE BASED ON FEMA FLOOD MAP SERVICE CENTER DATA AND ARE CONCEPTUAL ONLY. FINAL DETERMINATIONS SUBJECT TO CITY OF PRESCOTT REVIEW.
6. EXISTING ON-SITE SALVAGED SOIL IS PROPOSED TO BE REPURPOSED WHERE FEASIBLE. STOCKPILE ON-SITE. USE PER DIRECTIONS OF THE CITY OF PRESCOTT REPRESENTATIVE.
7. BUTTE CREEK PROTECTION: BUTTE CREEK WASH SHALL BE PROTECTED IN PLACE DURING CONSTRUCTION USING TEMPORARY WATTLES.
8. PROTECT AND PRESERVE THE EXISTING TAGGED TREES. PROVIDE WATERING FOR THE EXISTING TREE AND SURROUNDING VEGETATION THROUGHOUT CONSTRUCTION. ANY PRESERVED TREE THAT DIES OR IS DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
9. PROTECT NON-GRADED AREAS. LIMIT DISTURBANCE TO THE MINIMUM NECESSARY AND PROTECT THE EXISTING VEGETATION AND TOP SOIL. ANY AREAS DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITION.
10. EXISTING FENDLER'S ROSE SHALL BE PROTECTED IN PLACE DURING CONSTRUCTION AND INSTALLATION. ANY PLANTS DAMAGED OR DESTROYED SHALL BE REPLACED WITH THE SAME SPECIES AT NO COST.

HARRINGTON PLANNING + DESIGN
4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

90% SET

REGISTERED LANDSCAPE ARCHITECT
44161
JASON E. HARRINGTON
05.26.26
ARIZONA U.S.A.

Stricklin Park GSI
1751 Sherwood Drive
Prescott, AZ 86303

REV.	COMMENT	DATE
	90% Submittal	05.26.26
	75% Submittal	03.03.26
	30% Submittal	12.30.25
	ISSUE	DATE

PROJECT PACKAGE

May 26, 2026

DRAWN BY:	RGF
CHECK BY:	JEH
PROJ. NO.:	2025-033
CASE NO.:	TBD

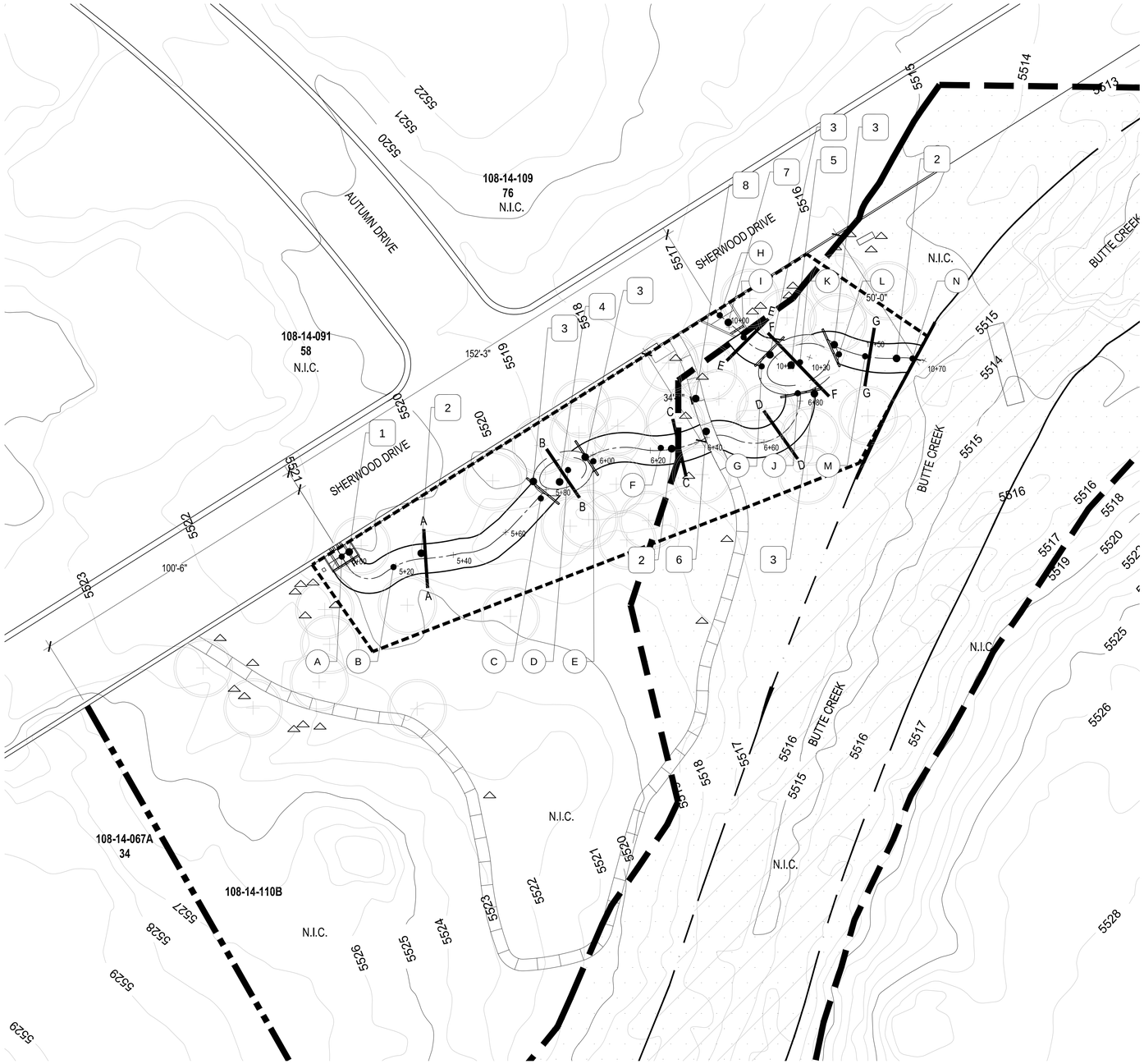
NORTH
0 10 20 40

SITE DEMO PLAN

L1.0

3 of 9

CASE NO.: TBD



KEYNOTE LEGEND

KEY

1	SEDIMENT TRAP #1, CONCRETE CIP, SMOOTH FINISH, ELEVATION 5520.53 O.C., SEE DETAIL 1 / L5.0
2	BIOSWALE, FLAT BOTTOM, 3:1 SIDE SLOPES, NATURAL EDGES COMPACT SUB-GRADE, 3"-8" RIP RAP LOW FLOW, SEE DETAIL 3/ L5.0
3	BIOSWALE WEIR WALL, CONCRETE CIP, STAINED FINISH C-PADRE BROWN, SEE DETAIL 2 / L5.0
4	BIO-RETENTION BASIN #1, 4:1 SIDE SLOPES, NATURAL COMPACT SUB-GRADE, SEE DETAIL 5 / L5.0
5	BIO-RETENTION BASIN #2, 4:1 SIDE SLOPES, NATURAL COMPACT SUB-GRADE, SEE DETAIL 6 / L5.0
6	SIDEWALK PANEL AND UNDERSCUPPER, CONCRETE CIP, BROOM FINISH, SEE DETAIL 4 / L5.0
7	SEDIMENT TRAP #2, CONCRETE CIP, SMOOTH FINISH, ELEVATION 5516.79 O.C., SEE DETAIL 8 / L5.0
8	EDUCATIONAL SIGN, METAL, POWDER COAT FINISH, CONCRETE FOOTING, SEE DETAIL 7 / L5.0

SPOT ELEVATIONS

CALLOUTS		ELEVATIONS
A	SEDIMENT TRAP #1	TW: 5520.53 BW: 5519.53
B	BIOSWALE SEGMENT #1	POB: 5519.53 POE: 5518.03
C	WEIR WALL #1	TW: 5518.53 BW: 5515.53 WEIR OUT: 5518.20
D	BIO-RETENTION BASIN #1	POB: 5518.03 POE: 5517.61
E	WEIR WALL #2	TW: 5518.11 BW: 5515.11 WEIR OUT: 5517.87
F	BIOSWALE SEGMENT #2	POB: 5517.61 POE: 5516.01
G	WEIR WALL #3	TW: 5516.68 BW: 5513.68 WEIR OUT: 5516.35
H	SEDIMENT TRAP #2	TW: 5516.79 BW: 5516.29
I	BIOSWALE SEGMENT #3	POB: 5516.29 POE: 5516.18
J	WEIR WALL #4	TW: 5516.51 BW: 5513.51 WEIR OUT: 5516.18
K	BIO-RETENTION BASIN #2	POB: 5516.18 POE: 5515.76
L	WEIR WALL #5	TW: 5516.26 BW: 5513.26 WEIR OUT: 5515.93
M	BIOSWALE SEGMENT #4	POB: 5515.93 POE: 5515.62
N	BIOSWALE OUTFALL	OUT: 5515.62

GSI NOTES:

1. SEE SHEET L6.0 FOR GSI SECTION DETAILS (SECTION A-A TO SECTION G-G).
2. CENTER OF SEGMENT #4 BIOSWALE FLOW OUTFALL SHALL BE AT A PERPENDICULAR ALIGNMENT OF 50 FEET FROM EXISTING CURBLINE.

HARRINGTON PLANNING + DESIGN
4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

90% SET

REGISTERED LANDSCAPE ARCHITECT
44161
JASON E. HARRINGTON
Date Signed
ARIZONA U.S.A.
05.26.26

Stricklin Park GSI

1751 Sherwood Drive
Prescott, AZ 86303

REV.	COMMENT	DATE
	90% Submittal	05.26.26
	75% Submittal	03.03.26
	30% Submittal	12.30.25
	ISSUE	DATE

PROJECT PACKAGE

May 26, 2026

DRAWN BY:	RGF
CHECK BY:	JEH
PROJ. NO.:	2025-033
CASE NO.:	TBD

NORTH

0 10 20 40

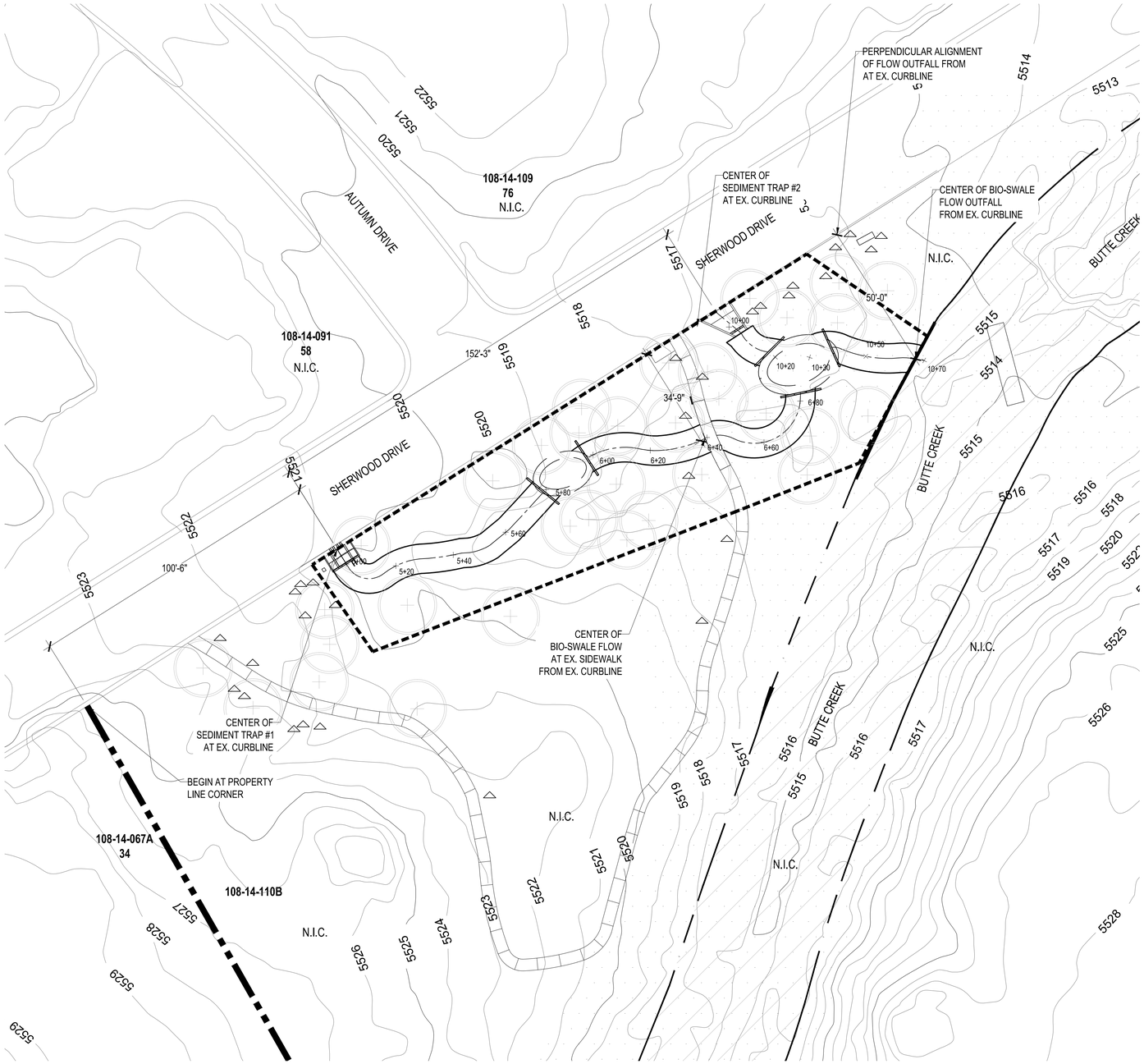
GSI PLAN

L2.0

4 of 9

CASE NO.: TBD

This drawing is an instrument of service and the property of Harrington Planning + Design and shall be restricted to the original site for which it was prepared and publication therefore is expressly limited to such use.
Reuse, reproduction by any method in part or in whole is prohibited without HP+D written consent.



LAYOUT GENERAL NOTES

1. FIELD VERIFY MEASUREMENTS FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROLS.
2. ALL DESIGN MATERIALS HAVE BEEN PROVIDED BY THE CITY OF PRESCOTT FOR EXISTING CONDITIONS AND BACKGROUND INFORMATION. DATA IS PROVIDED BY GIS ELECTRONIC LINEWORK.
3. ALL DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE GSI LINEWORK. SHOULD DISCREPANCIES OCCUR, FIELD REVISIONS SHALL BE REQUIRED.
4. THE CONTRACTOR SHALL HAVE SITE SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
5. UNLESS NOTED OTHERWISE ON CONSTRUCTION DOCUMENTS OR NOTED DETAILS, SIDEWALKS SHALL BE 4'-0" WIDE, 4" THICK, 2,500 PSI CONCRETE ON COMPACTED NATIVE MATERIAL BASE WITH CONSTRUCTION JOINTS AT 4'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH WITH 1/2" RADIUS TOOLED EDGES.
6. THE CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE AND GSI ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE. SHOULD DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE BEFORE PROCEEDING FURTHER.

HARRINGTON PLANNING + DESIGN
4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

90% SET

REGISTERED LANDSCAPE ARCHITECT 44161 JASON E. HARRINGTON 05.26.26 Date Signed ARIZONA U.S.A.

Stricklin Park GSI

1751 Sherwood Drive
Prescott, AZ 86303

REV.	COMMENT	DATE
	90% Submittal	05.26.26
	75% Submittal	03.03.26
	30% Submittal	12.30.25
	ISSUE	DATE

PROJECT PACKAGE

May 26, 2026

DRAWN BY:	RGF
CHECK BY:	JEH
PROJ. NO.:	2025-033
CASE NO.:	TBD

NORTH

0 10 20 40

LAYOUT PLAN

L2.1

5 of 9

CASE NO.: TBD

This drawing is an instrument of service and the property of Harrington Planning + Design and shall be restricted to the original site for which it was prepared and publication therefore is expressly limited to such use.
Reuse, reproduction by any method in part or in whole is prohibited without HP+D written consent.



PLANTING MATERIAL LEGEND

TREES	SIZE	NOTES	QTY
Acer negundo Box Elder Caliper Size: 1.5"	24" Box 10' H X 5' W		2
Amelanchier arborea Serviceberry Caliper Size: 1.5"	24" Box 10' H X 4' W		2
Pinus ponderosa Ponderosa Pine Caliper Size:2.0"	24" Box 9' x 5'		2
Quercus arizonica Arizona White Oak Caliper Size: 2.0"	24" Box 9' x 4'		2
Quercus turbinella Shrub Oak Caliper Size:1.5"	24" Box 9' x 4'		2
Quercus emoryi Gambel Oak Caliper Size: 2.0"	24" Box 10' x 5'		2
Existing Tree Species Varies - Field Review Protect In Place	Varies	Fence as needed	-

SHRUBS			QTY
Bouteloua gracilis Blue Grama Grass	5 Gallon can full	*ADWR	15
Festuca glauca Blue Fescue Grass	5 Gallon can full	*ADWR	15
Muhlenbergia rigens Deer Grass	5 Gallon can full	*ADWR	15
Caryopteris × c. 'Blue Mist' Bluebeard	5 Gallon can full	*ADWR	20
Salvia greggi Autumn Sage	5 Gallon can full	*ADWR	15

LANDSCAPE MATERIALS

Rip Rap. 3"- 8", Color "Valentine Gold (Palomino)", 12" deep in bioswale and bioretention areas per plan.		520 s.f.
BROADCAST SEED MIX		
Hedysarum boreale	Northern Sweetvech	5 lb/ac
Oenother pallida	Pale Everything Primrose	5 lb/ac
Cleome serrulata	Rocky Mt Beeplant	5 lb/ac
Ratibida columnifera pulchra	Mexican Hat	10 lb/ac
Coreopsis tinctoria	Plains Coreopsis	15 lb/ac
Penstemon commarheus	Dusty Breadtongue	15 lb/ac
Melampodium leucanthum	Blackfoot Daisy	15 lb/ac
Mirabilis multiflora	Wild Four O'Clock	10 lb/ac
Eriogonum jamesii	James Wild Buckwheat	5 lb/ac
Gallardia pinnatifida	Adobe Blanketflower	10 lb/ac
		3,850 s.f.

*ADWR = Arizona Department of Water Resources
Approved Low-Water Use Plant

LANDSCAPE NOTES:

1. COORDINATE TREE AND SHRUB INSTALL LOCATIONS WITH CITY OF PRESCOTT REPRESENTATIVE.
2. SUBMIT SEED MIX SAMPLE FOR APPROVAL PRIOR TO ORDER AND DELIVERY OF MATERIALS.
3. PREPARE ALL DISTURBED SOILS TO RECEIVE SEED MIX PRIOR TO INSTALL OF SEED.
4. AFTER SEED MIX APPLICATION, WATER SEEDED AREAS IMMEDIATELY TO PROMOTE SEED GERMINATION, OR AS DIRECTED BY THE CITY OF PRESCOTT REPRESENTATIVE.
5. COORDINATE WITH CITY OF PRESCOTT REPRESENTATIVE FOR LOCATIONS TO STORE ANY SALVAGED MATERIALS ON SITE.
6. COORDINATE WITH CITY OF PRESCOTT REPRESENTATIVE FOR SURPLUS SALVAGED SOIL PLACEMENT.
7. COORDINATE WITH CITY OF PRESCOTT REPRESENTATIVE FOR SURPLUS SALVAGED BOULDER PLACEMENT.
8. NO IRRIGATION SYSTEM IS INCLUDED OR REQUIRED FOR THIS PROJECT.

HARRINGTON
PLANNING + DESIGN
4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

90% SET

REGISTERED LANDSCAPE ARCHITECT
44161
JASON E. HARRINGTON
05.26.26
ARIZONA U.S.A.

Stricklin Park GSI
1751 Sherwood Drive
Prescott, AZ 86303

REV.	COMMENT	DATE
	90% Submittal	05.26.26
	75% Submittal	03.03.26
	30% Submittal	12.30.25
ISSUE		DATE

PROJECT PACKAGE

May 26, 2026

DRAWN BY:	RGF
CHECK BY:	JEH
PROJ. NO.:	2025-033
CASE NO.:	TBD

NORTH
0 10 20 40

LANDSCAPE PLAN

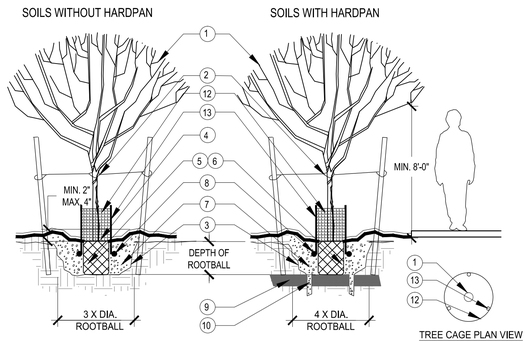
L3.0

6 of 9

This drawing is an instrument of service and the property of Harrington Planning + Design and shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.
Reuse, reproduction by any method in part or in whole is prohibited without HP+D written consent.

Reuse, reproduction by any method in part or in whole is prohibited without HP+D written consent.

This drawing is an instrument of service and the property of Harrington Planning + Design and shall be restricted to the original site for which it was prepared and publication thereof is expressly limited to such use.



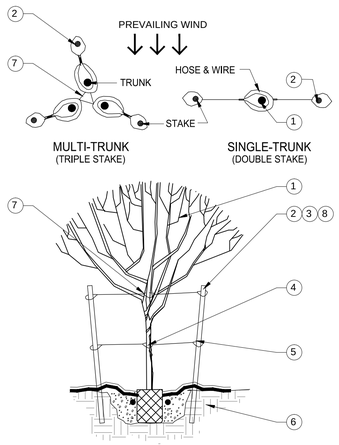
FERTILIZER TABLET SCHEDULE
AGRIFORM FERTILIZER TABLETS OR EQUAL. PLACE TABLETS ALONG PLANT ROOTBALL
1 PER 1 GAL.
2 PER 5 GAL.
4 PER 15 GAL.
6 PER 24" BOX OR LARGER

NOTES:
1. TRIM AND MAINTAIN TO PROVIDE A MINIMUM 8'-0" CLEARANCE FROM ADJACENT PATH OR PAVEMENT TO TREE CANOPY.
2. PROVIDE ADEQUATE DRAINAGE. REFER TO THE PLANTING DETAIL REGARDING SOILS WITH HARDPAN OR CALICHE.
3. REF. PLAN FOR DESIGN AND SPACING.
4. PROVIDE PROTECTION FOR NEWLY PLANTED TREES FROM HERBIVORY, MECHANICAL DAMAGE, AND DISTURBANCE.

1. TREE, REF. PLANTING LEGEND
2. TREE STAKE, REF. STAKING DETAIL
3. WALLS OF UNDISTURBED SOIL SHOULD BE SLOPED WITH ROUGH EDGES
4. TOP OF ROOTBALL FLUSH OR SLIGHTLY ABOVE FINISH GRADE
5. PLACE ROOTBALL ON UNDISTURBED SOIL
6. FREE OR CUT CIRCLING ROOTS (UNLESS PLANTS ARE KNOWN TO HAVE SENSITIVE ROOTS HANDLED WITH MINIMAL DISTURBANCE)
7. BACKFILL: PER SPECIFIED SOIL AMENDMENT MIX, OR NATIVE MATERIAL IF NONE DESCRIBED. REMOVE ALL ROCK 1" OR GREATER FROM BACKFILL
8. FERTILIZER TABLET. REFER TO FERTILIZER TABLET SCHEDULE
9. INERT MULCH OR DG REFER TO PLANTING LEGEND
10. UNDISTURBED HARDPAN
11. DIG A MIN. OF 3 DRAINAGE CHIMNEY HOLES BESIDE ROOT BALL AND THROUGH HARDPAN
12. TREE CAGES, ORANGE HIGH-DENSITY POLYETHYLENE (HDPE) MESH OR GALVANIZED WELDED 1" X 1" WIRE MESH (12-GAUGE), FORM WIRE MESH INTO CYLINDRICAL SHAPE. TIE WITH GALVANIZED TIE WIRE OR ZIP TIES EVERY 6", 12" DIA. 24" H
13. PROVIDE THREE (3) STAKES PER TREE. 4FT GALVANIZED STEEL T-POSTS, OR 2 IN. X 2 IN. X 4 FT HARDWOOD STAKES, STAKES SHALL BE DRIVEN MINIMUM 18 IN. INTO SOIL. SEE TREE CAGE PLAN VIEW FOR STAKES PLACEMENT.

1 TREE PLANTING

SCALE: N.T.S.

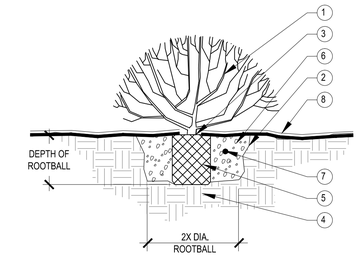


1. TREE PLANTING, SEE DETAIL.
2. 2" DIA. LODGEPOLE OR 2" SQ. STAKES DRIVEN VERTICALLY OR SLIGHT ANGLE IN UNDISTURBED SOIL. 8' TALL FOR #15 GAL. SIZE, 10' TALL FOR 24" BOX OR LARGER NOTCH EACH STAKE WITH ¾" CUT TO SECURE WIRE AT.
3. PLACE OR CUT STAKES OFF BELOW THE CANOPY TO PREVENT DAMAGE TO BRANCHES.
4. PLACE HOSE AND WIRE 6" ABOVE STRESS POINT OF TREE. NOTCH BACKSIDE OF POLY. USE 1/2" I.D. RUBBER HOSE 12"-15" LONG MIN. OR NYLON STRAP MATERIAL.
5. #12 PLASTIC GUY WIRE WRAP TWICE AROUND STAKE AND SECURE.
6. NATIVE UNDISTURBED SOIL OR COMPACT FILL TO 85% STANDARD PROCTOR DENSITY.
7. PLACE HOSE AND WIRE 12" ABOVE SCAFFOLDING BRANCH. USE 1/2" I.D. RUBBER HOSE 12"-15" LONG MIN. OR NYLON STRAP MATERIAL.
8. STAKING PER COP MAG SUPPLEMENT 430.10.1. PER CHECKLIST.

NOTES:
1. LARGE SALVAGED TREES DO NOT NEED STAKING. UNLESS NOTED ON PLANS.
2. THE CONTRACTOR MAY USE THEIR OWN DISCRETION IN STAKING TREES OF 52" BOX OR LARGER AND SHOULD REVIEW SITE SPECIFIC CONDITIONS AND EACH TREE TO DETERMINE IF STAKING IS NECESSARY.

2 TREE STAKING DETAIL - 2 TIES

SCALE: N.T.S.



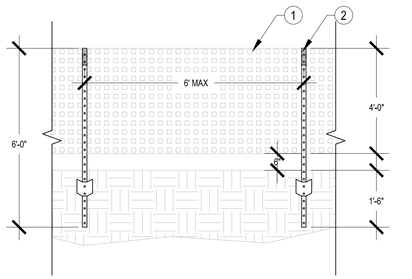
1. PLANT, REF. PLANTING LEGEND
2. WALLS OF UNDISTURBED SOIL SHOULD BE SLOPED WITH ROUGH EDGES
3. TOP OF ROOTBALL FLUSH OR SLIGHTLY ABOVE FINISH GRADE
4. PLACE ROOTBALL ON UNDISTURBED SOIL
5. FREE OR CUT CIRCLING ROOTS (UNLESS PLANTS ARE KNOWN TO HAVE SENSITIVE ROOTS THEN HANDLE WITH MINIMAL DISTURBANCE)
6. BACKFILL: PER SPECIFIED SOIL AMENDMENT MIX, OR NATIVE MATERIAL IF NONE DESCRIBED. REMOVE ALL ROCK 1" OR GREATER FROM BACKFILL
7. FERTILIZER TABLET. REFER TO FERTILIZER TABLET SCHEDULE
8. INERT MULCH OR DG REFER TO PLANTING LEGEND

NOTES:
1. PROVIDE ADEQUATE DRAINAGE. REFER TO THE PLANTING DETAIL REGARDING SOILS WITH HARDPAN OR CALICHE.
2. REF. PLAN FOR DESIGN AND SPACING.

FERTILIZER TABLET SCHEDULE
AGRIFORM FERTILIZER TABLETS OR EQUAL. PLACE TABLETS ALONG PLANT ROOTBALL
1 PER 1 GAL.
2 PER 5 GAL.
4 PER 15 GAL.

3 SHRUB PLANTING - CONTAINER

SCALE: N.T.S.

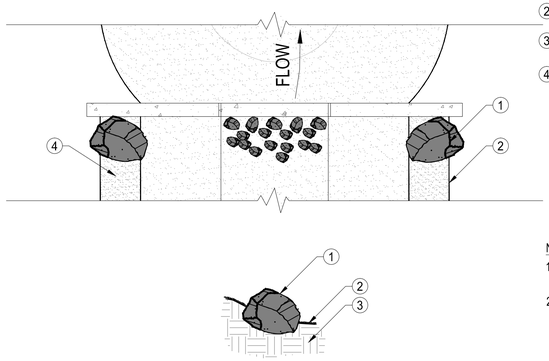


1. TREE PROTECTION FENCING, ORANGE POLYETHYLENE FENCE, 4' HEIGHT, 4" X 2 1/4" MESH SIZE OR EQUAL
2. TREE PROTECTION FENCING STUDDED STEEL POST, 6' LENGTH, INSTALL MIN. 4'-0" ABOVE GROUND, 6'-0" O.C.

NOTES:
1. ALLOW FOR LARGEST SPACE AVAILABLE BEYOND TREE DRIP LINE. WHERE SPACE IS LIMITED, LOCATE FENCE A MINIMUM OF 4'-0" FROM TRUNK.
2. CONTACT LANDSCAPE ARCHITECT FOR ANY SPACING LESS THAN 4'-0".
3. VERIFY UTILITY LOCATION PRIOR TO FENCE POST INSTALLATION.
4. NO MATERIALS SHALL BE STORED WITHIN THE TREE PROTECTION AREAS.
5. ALL TREES TO BE PROTECTED WITHIN THE CONSTRUCTION AREA SHALL BE IDENTIFIED WITH WHITE SURVEY TAPE WRAPPED AROUND THE TRUNK. GROUPING OF MORE THAN ONE TREE WITHIN THE TREE PROTECTION ZONE MAY OCCUR.
6. TREE ROOTS SHALL NOT BE CUT UNLESS CUTTING IS UNAVOIDABLE. WHEN ROOT CUTTING IS UNAVOIDABLE, A CLEAN SHARP CUT WITH AN APPROVED PRUNING SAW SHALL BE MADE TO AVOID SHREDDING OR SMASHING. ROOT CUTS SHOULD BE MADE BACK TO A LATERAL ROOT. WHENEVER POSSIBLE, TREE ROOTS SHOULD BE CUT BETWEEN LATE FALL AND BUD OPENING, WHEN ROOT ENERGY SUPPLIES ARE HIGH AND CONDITIONS ARE LEAST FAVORABLE FOR DISEASE-CAUSING AGENTS. EXPOSED ROOTS SHALL BE COVERED IMMEDIATELY TO PREVENT DEHYDRATION. ROOTS SHALL BE COVERED WITH SOIL OR BURLAP AND KEPT MOIST. BACKFILL MATERIAL AROUND DAMAGED ROOTS SHALL BE A LIGHT MULCH/SAND MIXTURE TO PROMOTE ROOT RECOVERY.
7. FENCING MATERIAL SHALL BE ORANGE POLYETHYLENE CONSTRUCTION FENCE A MINIMUM OF 4 FEET IN HEIGHT.

4 LIMITS OF WORK / TREE PROTECTION FENCE - 4' TALL

SCALE: N.T.S.

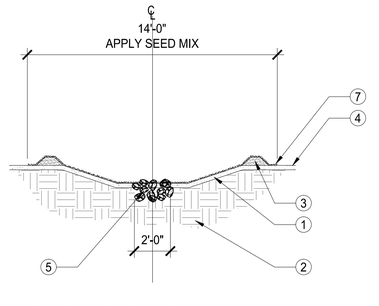


1. PLACE BOULDER SUCH THAT 1/4 OF THE MASS OF EACH BOULDER IS BELOW FINISH GRADE.
2. FINISH GRADE.
3. COMPACTED SUB-GRADE, 80%
4. BERM, 80& COMPACTED SUB-GRADE, APPLIED WITH SEED MIX.

NOTES:
1. BOULDERS WITH EXCESSIVE SCARRING WILL BE REJECTED.
2. VERIFY LOCATION OF BOULDERS WITH CITY OF PRESCOTT REPRESENTATIVE BEFORE INSTALLATION.

5 BOULDER INSTALL

SCALE: N.T.S.

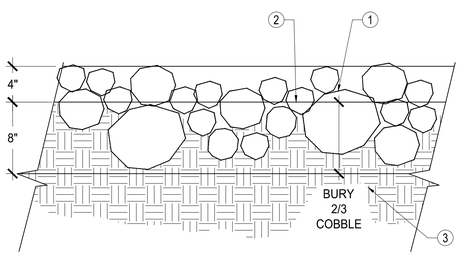


1. SWALE SIDE SLOPE, 3:1 RATIO, NATIVE SOIL APPLIED WITH SEED MIX
2. SUBGRADE
3. BERM, COMPACTED 80%, APPLIED WITH SEED MIX
4. DISTURBED NATURAL TOPSOIL, FINISH GRADE, APPLIED WITH SEED MIX
5. EMBEDDED RIP RAP, 3"-8" SIZE, 12" DEPTH
6. CUSTOM SEED MIX PER PLANTING LEGEND

NOTES:
1. COORDINATE FINAL GRADES WITH CITY OF PRESCOTT REPRESENTATIVE.
2. ROUGHEN NATIVE SOIL OF THE PLANTING AREA TO CREATE FURROWS 1/8-1/4" DEEP PRIOR TO SEED DISTRIBUTION.
3. DO NOT APPLY PRE- OR POST-EMERGENT HERBICIDES DUE TO PROXIMITY TO CREEK. MANAGE WEEDS USING MANUAL METHODS (HAND PULLING, HOEING).
4. UTILIZE SEEDER TOOL TO BROADCAST SEED PER THE PERCENTAGE OF COVER SPECIFIED ON THE PLANTING PLAN SHEET.
5. RAKE SOIL TO PROVIDE THIN COVER OVER THE SEED AND LIGHTLY COMPACT WITH ROLLING DEVICE TO IMPROVE MOISTURE ABSORPTION.
6. WET SOIL TO SETTLE SOIL AND SEEDS.
7. AFTER SEED INSTALLATION AND DURING ESTABLISHMENT, HAND-REMOVE WEEDS AFTER EMERGENCE. REPEAT AS NECESSARY THROUGH ESTABLISHMENT PERIOD.

6 BROADCAST SEED INSTALLATION

SCALE: N.T.S.



1. RIP RAP PER LEGEND
2. FINISH GRADE PER PLANS ENSURE PLANTING AREAS ARE FREE OF DEBRIS AND WEEDS
3. COMPACT TO 85% PROCTOR DENSITY PRE-TREAT FINISH GRADED LANDSCAPE AREAS WITH PRE-EMERENT CHEMICAL APPLICATION

NOTES:
1. COORDINATE FINAL GRADES WITH CITY OF PRESCOTT REPRESENTATIVE AND PER PLANS.
2. BURY 2/3 COBBLE. ALLOW NO MORE THAN 4" EXPOSED ABOVE GRADE.
3. WET COBBLE AFTER INSTALL TO REMOVE DUST AND SETTLE ROCK.
4. REAPPLY COBBLE TO AREAS THAT SETTLE.
5. APPLY POST EMERGENT WEED CONTROL AFTER LANDSCAPE INSTALL COMPLETED.

3" - 8" RIP RAP INSTALLATION

SCALE: N.T.S.

HARRINGTON PLANNING + DESIGN
4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

90% SET

LANDSCAPE ARCHITECT
44161
JASON E. HARRINGTON
05.26.26
REGISTERED
Expires September 30
ARIZONA U.S.A.

Stricklin Park GSI
1751 Sherwood Drive
Prescott, AZ 86303

REV.	COMMENT	DATE
	90% Submittal	05.26.26
	75% Submittal	03.03.26
	30% Submittal	12.30.25
	ISSUE	DATE

PROJECT PACKAGE

May 26, 2026

DRAWN BY:	RGF
CHECK BY:	JEH
PROJ. NO.:	2025-033
CASE NO.:	TBD

CASE NO.: TBD

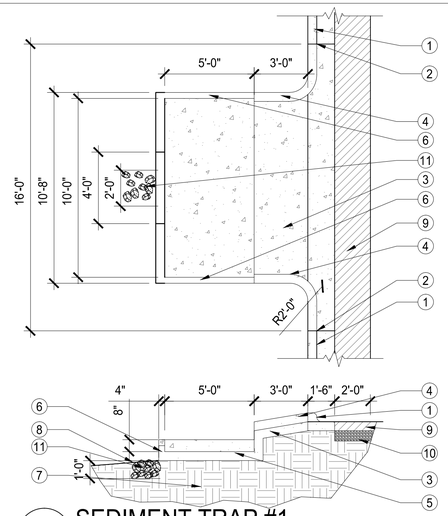
LANDSCAPE DETAILS

L4.0

7 of 9

Reuse, reproduction by any method in part or in whole is prohibited without HP+D written consent.

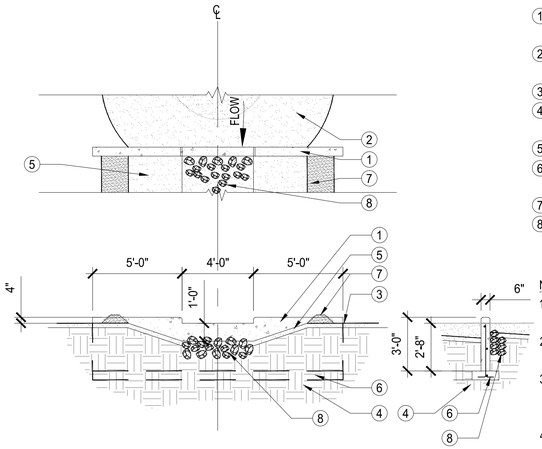
This drawing is an instrument of service and the property of Harrington Planning + Design and shall be restricted to the original site for which it was prepared and publication therefore is expressly limited to such use.



1. EXISTING CURB AND GUTTER
2. EXISTING CURB AND GUTTER, SAW CUT, 16' WIDE
3. SPILLWAY, CONCRETE, 2500 PSI, 6" THICK, BROOM FINISH, STANDARD GRAY COLOR
4. SPILLWAY SIDE BARRIER, CONCRETE, 2500 PSI, 6" THICK, BROOM FINISH, STANDARD GRAY COLOR
5. SEDIMENT TRAP, CONCRETE, 2500 PSI, 4" THICK, BROOM FINISH, STANDARD GRAY COLOR
6. TRAP WEIR WALL, C.I.P. CONCRETE
7. COMPACTED SUB-GRADE, MIN. 90% PROCTOR
8. BIOSWALE FINISH GRADE, SEE L2.0 FOR SPOT ELEVATION
9. PATCH ASPHALT
10. BASE COURSE, MATCH EXISTING ROAD
11. EMBEDDED RIP RAP, 3"-8", 12" DEPTH

NOTES:
1. REFER TO GSI PLANS FOR SEDIMENT TRAP LOCATIONS.
2. CONFIRM SEDIMENT TRAP DIMENSIONS WITH OWNER REPRESENTATIVE.

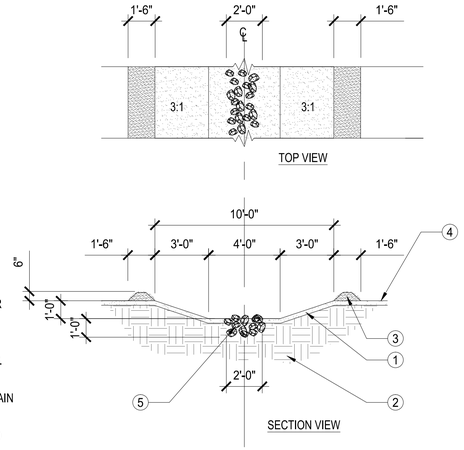
1 SEDIMENT TRAP #1
SCALE: N.T.S.



1. WEIR WALL, CAST IN PLACE CONCRETE, 6" WIDE, C-PADRE BROWN, STAIN FINISH
2. BIORETENTION BASIN, SEE DETAIL 5/L5.0 AND 6/L5.0.
3. FINISH GRADE.
4. COMPACTED SUB-GRADE UNDER WEIR WALL ONLY, 85% PER PROCTOR
5. BIOSWALE, SEE DETAIL 3/L5.0.
6. FOOTING, REBAR REINFORCE CONCRETE 12" W X14' L
7. BERM, SEE DETAIL 3/L5.0
8. RIP RAP, 3"-8" SIZE, 12" DEEP, TAPER 4'W TO 2' W BIORETENTION BASINS AT EXIST FLOW OF WEIR

NOTES:
1. REFER TO LANDSCAPE PLAN FOR WEIR WALL LOCATIONS.
2. SEE BIOSWALE AND BIORETENTION DETAILS FOR SUB-GRADE CONDITIONS.
3. ALL CONCRETE MATERIALS TO BE STAINED SIKA LITHOCHROME CHEMSTAIN CLASSIC #CS-2 PADRE BROWN.
4. PLACE SALVAGE BOULDER EDGE / END OF WEIR WALL COORDINATE WITH OWNER REPRESENTATIVE FOR LAYOUT.

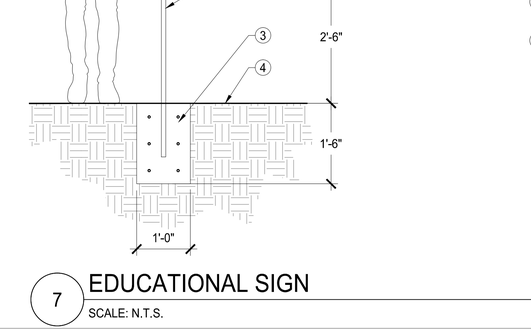
2 BIOSWALE WEIR WALL
SCALE: N.T.S.



1. SWALE SIDE SLOPE, 3:1 RATIO, NATIVE SOIL, COMPACTED & APPLIED WITH SEED MIX PER DETAIL6/L4.0
2. SUBGRADE, MIN. 90% PROCTOR
3. BERM, NATIVE SOIL FILL, COMPACTED 80%, APPLIED WITH SEED MIX PER DETAIL 6/L4.0
4. FINISH GRADE
5. EMBEDDED RIP RAP, 3"-8" SIZE, 12" DEPTH

NOTES:
1. SWALE CUT MATERIAL TO BE SALVAGED, STOCKPILE ON SITE, AND USED FOR BERMS.
2. SUBGRADE NATIVE COMPACTION OF BIOSWALE.

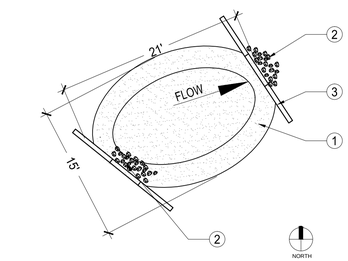
3 BIOSWALE
SCALE: N.T.S.



1. CONCRETE SCUPPER, 2500 PSI, CAST IN PLACE, 6" THICK
2. NEW WIRE MESH STEEL REINFORCE CAST IN PLACE CONCRETE SIDEWALK 4" THICK, MAG DETAIL 230
3. EXISTING SIDEWALK.
4. COMPACTED SUB-GRADE, 80%
5. BIOSWALE, SEE DETAIL 3/L5.0.
6. EXPANSION JOINT.
7. EMBEDDED RIP RAP, 3"-8", 12" DEPTH

NOTES:
1. CONSTRUCT CONCRETE SCUPPER PRIOR TO NEW SIDEWALK PANELS.
2. BOTTOM OF CONCRETE SCUPPER TO MATCH BOTTOM OF BIOSWALE ELEVATION.
3. CONNECT NEW SIDEWALK PANELS TO EXISTING SIDEWALK WITH PIN TIE IN.

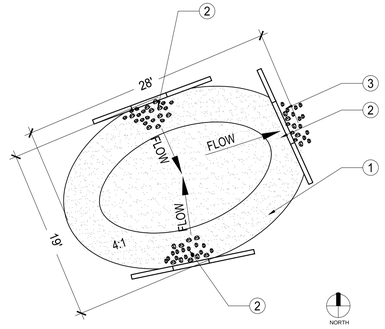
4 SIDEWALK UNDERSCUPPER
SCALE: N.T.S.



1. BIORETENTION BASIN 1, NATIVE SOIL, 240 SQFT, 4:1 SLOPE.
2. EMBEDDED RIP RAP, 3"-8" SIZE, 12" DEPTH.
3. WEIR WALL, SEE DETAIL 2/L5.0.

NOTES:
1. REFER TO GSI PLAN FOR BASIN #2 LOCATION AND SPOT ELEVATIONS.
2. VERIFY DIMENSIONS OF BIO-RETENTION BASIN #2 WITH OWNER REPRESENTATIVE.
3. SUBGRADE NATURAL COMPACTION IN BASIN AREA
4. SEED MIX ENTIRE BASIN
5. NO BERM AT BASIN PERIMETER

5 BIO-RETENTION BASIN #1
SCALE: N.T.S.



1. BIORETENTION BASIN 2, NATIVE SOIL, 420 SQFT, 4:1 SLOPE.
2. EMBEDDED RIP RAP, 3"-8" SIZE, 12" DEPTH
3. WEIR WALL, SEE DETAIL 2/L5.0.

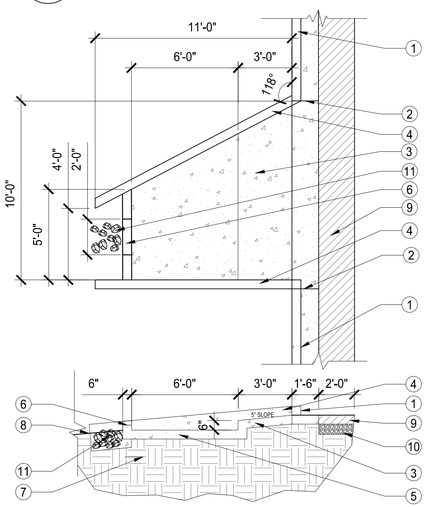
NOTES:
1. REFER TO GSI PLAN FOR BASIN #2 LOCATION AND SPOT ELEVATIONS.
2. VERIFY DIMENSIONS OF BIO-RETENTION BASIN #2 WITH OWNER REPRESENTATIVE.
3. SUBGRADE NATURAL COMPACTION IN BASIN AREA
4. SEED MIX ENTIRE BASIN
5. NO BERM AT BASIN PERIMETER

6 BIO-RETENTION BASIN #2
SCALE: N.T.S.

1. STEEL POST, 3'-6" H, 1' BENT AT 60° ANGLE, 12-GA SET IN CONCRETE FOOTER, CENTERED, POWDER COAT, TIGER COATINGS, C- "VENETIAN COPPER".
2. CUSTOM EDUCATIONAL SIGN, CENTERED ON STEEL POST, 1/2" THICK, PRINTED INFORMATION, FASTENED WITH ANTI-VANDALISM FASTENERS TO STEEL POST.
3. CONCRETE FOOTER, CIP, #4 REBAR, 6" O.C.
4. FINISHED GRADE

NOTES:
1. VERIFY LOCATION WITH OWNER / OWNER REPRESENTATION BEFORE INSTALLATION.
2. STEEL POST MUST BE A MINIMUM 1 FOOT AWAY FROM SIDEWALK.

7 EDUCATIONAL SIGN
SCALE: N.T.S.



1. EXISTING CURB AND GUTTER
2. EXISTING CURB, GUTTER AND SAW CUT, 10'" WIDE SPILLWAY, CONCRETE, 2500 PSI, 6" THICK, BROOM FINISH STANDARD GRAY COLOR
3. CONCRETE, 2500 PSI, 6" THICK, BROOM FINISH STANDARD GRAY COLOR
4. SPILLWAY SIDE BARRIER, CONCRETE, 2500 PSI, 6" THICK, BROOM FINISH STANDARD GRAY COLOR
5. SEDIMENT TRAP, CONCRETE, 2500 PSI, 6" THICK, BROOM FINISH STANDARD GRAY COLOR
6. TRAP WEIR WALL, C.I.P. CONCRETE, 48" W X 2" D CUTOUT
7. COMPACTED SUB-GRADE, 90% MIN. PROCTOR
8. BIOSWALE FINISH GRADE, SEE L2.0 FOR SPOT ELEVATION
9. PATCH ASPHALT
10. BASE COURSE, MATCH EXISTING ROAD
11. EMBEDDED RIP RAP, 3"-8", 12" DEPTH

NOTES:
1. REFER TO GSI PLANS FOR SEDIMENT TRAP LOCATION.
2. CONFIRM SEDIMENT TRAP DIMENSIONS WITH OWNER REPRESENTATIVE.

8 SEDIMENT TRAP #2
SCALE: N.T.S.

HARRINGTON PLANNING + DESIGN
4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

90% SET

REGISTERED LANDSCAPE ARCHITECT 44161 JASON E. HARRINGTON 05.26.26 Date Signed ARIZONA U.S.A.

Stricklin Park GSI

1751 Sherwood Drive
Prescott, AZ 86303

REV.	COMMENT	DATE
	90% Submittal	05.26.26
	75% Submittal	03.03.26
	30% Submittal	12.30.25
	ISSUE	DATE

PROJECT PACKAGE

May 26, 2026

DRAWN BY:	RGF
CHECK BY:	JEH
PROJ. NO.:	2025-033
CASE NO.:	TBD

CASE NO.: TBD

GSI DETAILS

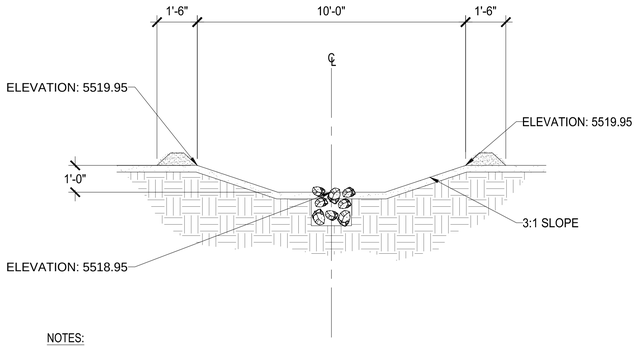
L5.0

8 of 9

ARIZONA811 BLUE STAKE, INC.

This drawing is an instrument of service and the property of Harrington Planning + Design and shall be restricted to the original site for which it was prepared and publication therefore is expressly limited to such use.

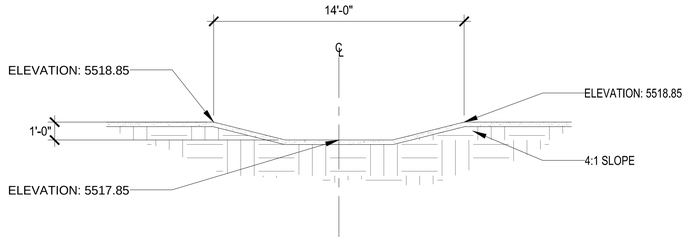
Reuse, reproduction by any method in part or in whole is prohibited without HP+D written consent.



NOTES:
1. FIELD ADJUST AS REQUIRED.
2. SLOPE: 0.019
3. NEAREST STATION: 5+30

1 BIOSWALE SECTION A-A

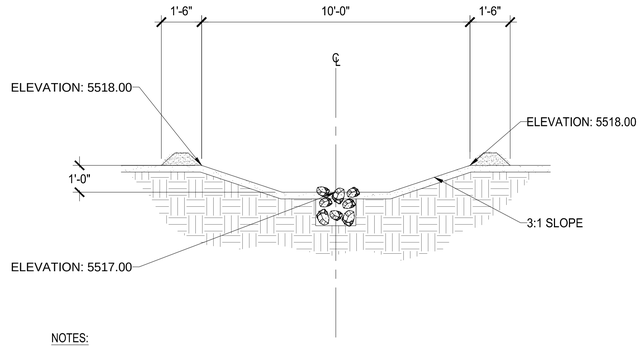
SCALE: N.T.S.



NOTES:
1. FIELD ADJUST AS REQUIRED.
2. SLOPE: 0.019
3. NEAREST STATION: 5+30

2 BIORETENTION SECTION B-B

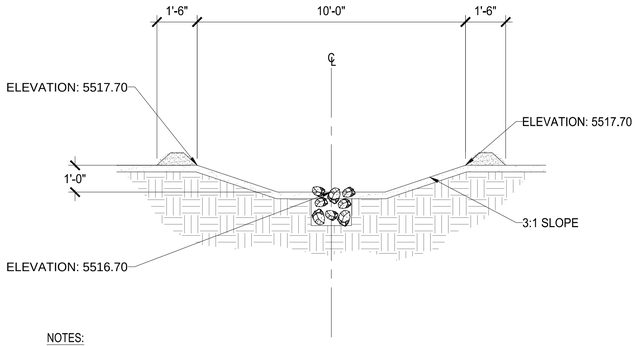
SCALE: N.T.S.



NOTES:
1. FIELD ADJUST AS REQUIRED.
2. SLOPE: 0.019
3. NEAREST STATION: 6+20

3 BIOSWALE SECTION C-C

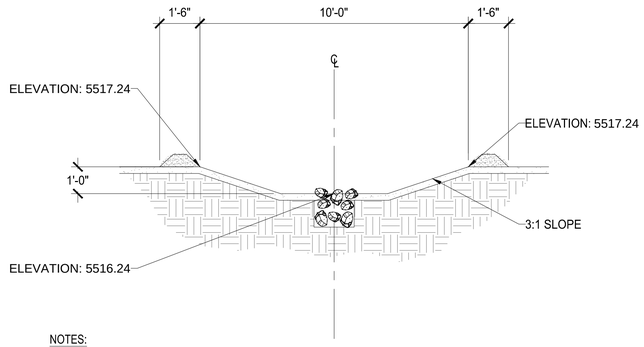
SCALE: N.T.S.



NOTES:
1. FIELD ADJUST AS REQUIRED.
2. SLOPE: 0.019
3. NEAREST STATION: 6+60

4 BIOSWALE SECTION D-D

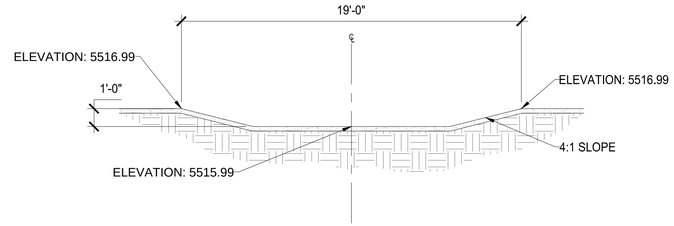
SCALE: N.T.S.



NOTES:
1. FIELD ADJUST AS REQUIRED.
2. SLOPE: 0.011
3. NEAREST STATION: 10+00

5 BIOSWALE SECTION E-E

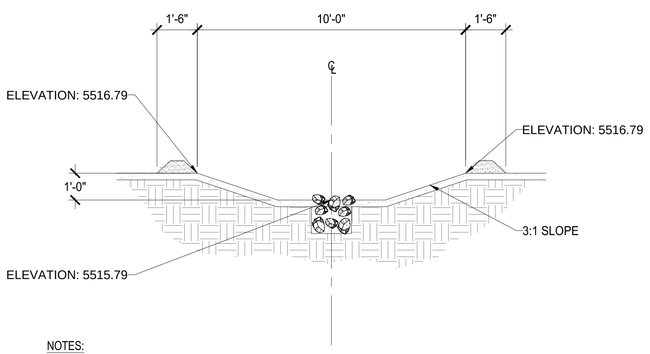
SCALE: N.T.S.



NOTES:
1. FIELD ADJUST AS REQUIRED.
2. SLOPE: 0.015
3. NEAREST STATION: 10+20

6 BIORETENTION SECTION F-F

SCALE: N.T.S.



NOTES:
1. FIELD ADJUST AS REQUIRED.
2. SLOPE: 0.011
3. NEAREST STATION: 10+50

7 BIOSWALE SECTION G-G

SCALE: N.T.S.

HARRINGTON
PLANNING + DESIGN

4711 E. Falcon Drive, Suite 222
Mesa, Arizona 85215
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

90% SET

REGISTERED LANDSCAPE ARCHITECT
44161
JASON E. HARRINGTON
Not Signed
ARIZONA U.S.A.
05.26.26

Stricklin Park GSI

1751 Sherwood Drive
Prescott, AZ 86303

REV.	COMMENT	DATE
	90% Submittal	05.26.26
	75% Submittal	03.03.26
	30% Submittal	12.30.25
	ISSUE	DATE

PROJECT PACKAGE

May 26, 2026

DRAWN BY:	RGF
CHECK BY:	JEH
PROJ. NO.:	2025-033
CASE NO.:	TBD

CASE NO.: TBD

GSI
SECTIONS

L6.0

9 of 9

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Public Works
ITEM #:	9.I
SUBJECT:	Approval of City Contract No. 2026-078A2, an Amendment to City Contract No. 2026-078 with DBA Construction for the Blooming Hills Drive Sidewalk Repair Project in an Amount not to Exceed $318,411.50 Utilizing the City's Job Order Contract. Funding is Budgeted & Available in the Streets Fund.

ITEM SUMMARY

This item is for approval of City Contract No. 2026-078A2- with DBA Construction for the removal and replacement of approximately 600 linear feet of sidewalk along the south side of Blooming Hills Drive from St. James Place east to the entrance of the Prescott Lakes Senior Apartments. The project includes construction of two ADA-compliant curb ramps, repair of two drainage scuppers, spandrel repairs as needed, and installation of safety rail where required. These improvements will enhance pedestrian accessibility, improve safety, and replace deteriorated infrastructure within the project limits.

BACKGROUND

The existing sidewalk along the south side of Blooming Hills Drive has deteriorated due to age and drainage-related impacts, resulting in sections that no longer meet current accessibility and safety standards. In addition, portions of the adjacent drainage infrastructure require repair to protect the new sidewalk and improve long-term performance.

This project will replace the existing sidewalk, construct ADA-compliant curb ramps, repair drainage features, and complete other associated improvements necessary to provide a safe, accessible, and durable pedestrian facility. The project supports the City's ongoing efforts to maintain and improve its pedestrian infrastructure while ensuring compliance with current accessibility requirements.

FINANCIAL IMPACT

Funding is budgeted and available in the Public Works Department FY27 Streets Budget.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-078A2

ATTACHMENTS

1. City Contract No. 2026-078A2
2. Blooming Hills Dr - South Side (1)
3. Blooming Hills Dr - South Side (2)
4. Blooming Hills Dr - South Side (3)

5. Blooming Hills Dr - South Side (4)
6. Blooming Hills Dr - South Side (5)

Contract Amendment No. Two (2)
Blooming Hills Sidewalk Repair
Contractor: DBA Construction, Inc.
Contract No: 2026-078A2
CIP#: 2606-002
Account No(s): 2157810-8930-14013
August 11, 2026

Purpose of Amendment:

To award Three Hundred Eighteen Thousand, Four Hundred Eleven Dollars and Fifty Cents ($318,411.50) for the Blooming Hills Sidewalk Repair project per the terms, conditions and amount quoted in the project specifications and quote attached.

Changes to Contract Documents

Extend the expiration date to December 31, 2026.

Summary of Changes:

Description	*Contract Amount*
Total Contract Available for FY2026	$4,000,000.00
Amendment 1: Pine Crest Concrete Road Repairs	$37,856.40
Total Fiscal Year 2026 Unused Balance-FY2026 Closed	$3,643,732.10
Total Contract Available for FY2027	$4,000,000.00
Amendment 2: Blooming Hills Drive Sidewalk	$318,411.50
Total Remaining for other Projects in Fiscal Year 2027	$3,681,588.50

Amended Contract Expiration Date: December 31, 2026

Original Contract Expiration Date: June 30, 2030

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

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

SCOPE OF WORK

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

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

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

PROJECT SCHEDULE

The Contractor shall fully complete all work under this Contract within sixty (60) calendar days beginning with the calendar day as noted in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

LIQUIDATED DAMAGES

All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of $430.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of

$430.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

BONDS

A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 34-222, conditioned upon the faithful performance of this contract in accordance with the plans, specifications, and conditions herein. Such bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Finance Department.

B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Finance Department.

C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. § 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an “A” rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

Final Payment Acknowledgement

To the City of Prescott, Arizona:
DBA Construction, Inc.
P.O. Box 63035
Phoenix, Arizona 85082
jluttman@dbaconstruction.net

DBA Construction, Inc., has submitted the final pay application for the Blooming Hills Sidewalk Repair project Contract No. 2026-078A2 in the consideration of:

$ _____ ,
(Total Final Project Amount)

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

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

Signed and dated this _____ day of _____ , 20____.

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

Subscribed and sworn to before me by

_____

this _____ day of _____ , 20_____ .

_____ _____
Notary Public Commission Expires

Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties

Project: Blooming Hills Sidewalk Repair
Contract Number: 2026-078A2

To the City of Prescott, Arizona:

A. This affidavit is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

B. The Undersigned, for the consideration of $

_____

(Total project price)

as set out in the final pay application, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed and dated this _____ day of _____ , 20____.

_____

(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

Subscribed and sworn to before me by _____

this _____ day of _____ , 20_____ .

_____ _____

Notary Public Commission Expires

Reviewed By:

TIM SHERWOOD, CAPITAL PROGRAM MANAGER

DATE SIGNED

Approved By:

CATHEY RUSING, MAYOR

DATE SIGNED

Accepted By:

AUTHORIZED SIGNATURE (FULL NAME)

PRINTED FULL NAME

TITLE

DBA Construction, Inc.

VENDOR

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

Exhibits List

A - Prescott_Blooming_Hills_Dr_Sidewalk_Proposal_R1

B - Bid_Tab_Blooming_Hills_Sidewalk_R1

C - Map_Blooming_Hills_Sidewalk

Exhibit A

Prescott_Blooming_Hills_Dr_Sidewalk_Proposal_R1

DBA Construction, Inc.

Date: 07/23/26
Proposal No. PRESC26003-1

To: Greg Patrick
City of Prescott
greg.patrick@prescott-az.gov

City of Prescott - Blooming Hills Dr Sidewalk R1

Blooming Hills Dr & St James Pl - Prescott, AZ, 86303

DBA Construction proposes (unless otherwise noted) to furnish all labor, equipment, material and incidentals necessary to successfully complete the items listed below. We thank you for the opportunity to provide you with a comprehensive proposal for the above referenced project.

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization/Demobilization	1	LS	$ 8,000.00	$ 8,000.00
2.	Construction Stakes, Lines, and Grades	1	LS	$ 18,500.00	$ 18,500.00
3.	Traffic Control Plan	1	LS	$ 95.00	$ 95.00
4.	Traffic Control	1	LS	$ 14,100.00	$ 14,100.00
5.	Runoff and Erosion Control	1	LS	$ 7,700.00	$ 7,700.00
6.	Removal of Unsuitable Material and Backfill w/ ABC	58	CY	$ 715.00	$ 41,470.00
7.	Flat Concrete Spandrel R&R	225	SF	$ 135.00	$ 30,375.00
8.	Sidewalk R&R	3,000	SF	$ 33.00	$ 99,000.00
9.	Concrete Scupper R&R	195	SF	$ 225.00	$ 43,875.00
10.	ADA Ramp R&R	1	EA	$ 13,750.00	$ 13,750.00
11.	Truncated Domes	2	EA	$ 1,300.00	$ 2,600.00
12.	Safety Rail Installation - QCSD 145Q	50	LF	$ 200.00	$ 10,000.00
13.	Contract Allowance 10%	1	AL	$ 28,946.50	$ 28,946.50
				SUBTOTAL	$ 318,411.50
				TOTAL:	$ 318,411.50

Assumptions

Our proposal is based on the assumption that the following conditions exist on the project site:

1. Proposal based upon full 24 Hr traffic closure of Eastbound Blooming Hills Dr from St James Place to Prescott Lakes Senior Apartments w/ detour to Hwy 89.
2. Proposal based upon demo materials/spoils taken at Prescott transfer station (Sundog Ranch Rd) and billed to City of Prescott.
3. Mobilization reduced assuming work can follow Pine Crest project.
4. All public relations outreach, public notifications, flyers, hotlines, etc. are the responsibility of the City of Prescott.

Clarifications

Our proposal requires further clarification on these points in order to be considered:

1. All scheduling to be mutually agreed upon between City of Prescott / DBA.
2. Concrete to be Mag AA 4000 PSI with Davis Sequoia Sand Color. ABC used to be MAG Spec ABC W/ Lime Treatment.
3. ADA Domes to be Neenah Foundry Cast-Iron.
4. "Removal of Unsuitable Material" item quantity assumed 6" ABC under all new improvements.
5. 2' overcut & asphalt patchback on Blooming Hills Dr side of spandrel/valley gutter only.
6. Taxes are included in the proposal total.
7. Quality Control/Materials Testing Included.
8. Handrail according to QCSD 145Q - embed plates wet-set into sidewalk.

Exclusions

Our proposal excludes the following items and *were not* considered during the preparation to this estimate:

1. SWPPP plan, dump fees
2. Curb removal outside of Scuppers.
3. AC overcut & patchback outside spandrel/valley gutter section against Blooming Hills Dr.
4. Roadway Striping
5. DBA Construction excludes the cost of any utility conflicts.

Thank you,

Wyatt York
Estimator
602.885.6658

Exhibit B

Bid_Tab_Blooming_Hills_Sidewalk_R1

Bid Tab

Blooming Hills Sidewalk Repair						
CIP #2606-002						
Line No.	**Item**	**Description**	**Qty**	**Unit**	**Unit Cost**	**Amount**
General Construction Items						
1	105.8	Construction Stakes, Lines and Grades	1	LS	$18,500.00	$18,500.00
2	107.16	Runoff and Erosion Control	1	LS	$7,700.00	$7,700.00
3	109.10	Mobilization/Demobilization	1	LS	$8,000.00	$8,000.00
4	109.11	Contract Allowance 10%	1	ALL	$28,946.50	$28,946.50
5	401	Traffic Control Plan	1	LS	$95.00	$95.00
6	401.2c	Incidental Traffic Related Items	1	LS	$14,100.00	$14,100.00
		General Construction Items Subtotal			*$77,341.50*	
Sidewalk Improvements						
7	205.2	Removal of Unsuitable Material and Backfill with ABC - (provisionary item, may not be used)	58	CY	$715.00	$41,470.00
8	350.1a	Flat Concrete Spandrel - Removal, Disposal, and Installation	225	SF	$135.00	$30,375.00
9	350.1b	Sidewalk - Removal, Disposal, and Installation	3000	SF	$33.00	$99,000.00
10	350.1c	Concrete Scupper - Removal, Disposal, and Installation	195	SF	$225.00	$43,875.00
11	350.1d	ADA Ramp - Removal, Disposal, and Installation	1	EA	$13,750.00	$13,750.00
12	350.1e	Truncated Domes - Purchase, Removal, Disposal, and Installation	2	EA	$1,300.00	$2,600.00
13	520.4	Safety Rail Intallation - QCSD 145Q	50	LF	$200.00	$10,000.00
		Sidewalk Improvements Subtotal			*$241,070.00*	
Total Bid Amount			**$318,411.50**			

TOTAL BID AMOUNT:

Three Hundred Eighteen Thousand, Four Hundred Eleven Dollars and Fifty Cents Dollars

(In Written Words)

DBA Construction, Inc.

Company Name

Wyatt York

Signature of Company Official

7/23/2026

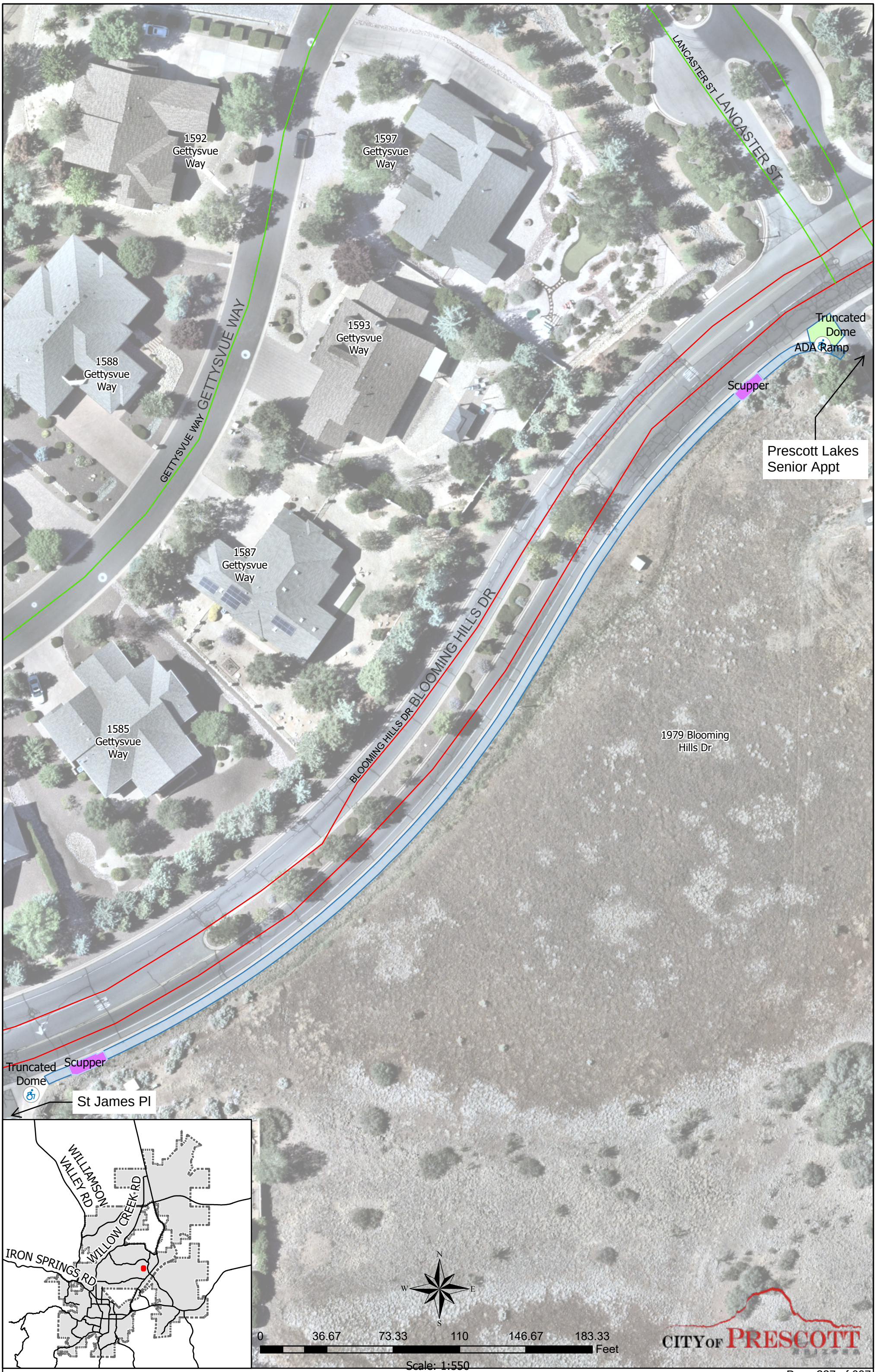
Date Signed

Project Manager / Estimator

Title

Exhibit C

Map_Blooming_Hills_Sidewalk


1592 Gettysvue Way
1597 Gettysvue Way
1593 Gettysvue Way
1588 Gettysvue Way
1587 Gettysvue Way
1585 Gettysvue Way
1979 Blooming Hills Dr
GETTYSVUE WAY
LANCASTER ST
BLOOMING HILLS DR
Truncated Dome
ADA Ramp
Scupper
Prescott Lakes Senior Appt
Truncated Dome
Scupper
St James Pl
WILLIAMSON VALLEY RD
WILLOW CREEK RD
IRON SPRINGS RD
N
W
E
S
0
36.67
73.33
110
146.67
183.33
Feet
Scale: 1:550
1 Inch = 46 Feet
CITY OF PRESCOTT
ARIZONA











TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	City Clerk
ITEM #:	10.A
SUBJECT:	Public Hearing and Consideration for a new Series 12 Restaurant Liquor License Application from Jose Manuel Gutierrez Hernandez, Applicant, for El Tapatio. Location: 547 Miller Valley Road.

ITEM SUMMARY

This item is for approval of a Series 12 Restaurant Liquor License for El Tapatio.

Liquor License Application

Jose Manuel Gutierrez Hernandez has applied for a Series 12 Restaurant Liquor License for El Tapatio.

License - El Tapatio
Applicant - Jose Manuel Gutierrez Hernandez
City Application No. - LIQR26-009
State Application No. - 400566
Sixty-Day Processing Deadline - August 21, 2026

Staff Recommendation

Police Department - In Compliance
Community Development - In Compliance
Public Comments Received - None

NOTE: State law provides that for a liquor license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires that the best interest of the community will be substantially served by the issuance of a license." (A.R.S. 4-201) The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or a public or private school that is located in an area that is designated an entertainment district by the governing body of that city or town.

BACKGROUND

The application presented for consideration has complied with each of the following requirements:
1. The application has been filed with the State Liquor Department and released to the City for additional processing.
2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.
3. The application has been posted at the proposed location for the required twenty days and any statements of opposition or statements of support received by the City Clerk are attached.
4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) within one year has violated any provision of a liquor license or had a liquor license revoked; or (2) within five years of the date of application has been convicted of a felony involving moral turpitude.
5. The Community Development Department has reviewed the application to determine whether the zoning is proper.

Public Hearing and Action Procedure
The City Council's recommendation of approval, disapproval or no recommendation, will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration.
Recommendation of Approval
If the Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license.
Recommendation of Disapproval
If the Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.
No Recommendation
If the council makes no recommendation, the Director may cancel the hearing and issue the license unless the board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

FINANCIAL IMPACT

The application and license fees have been paid. There is no further financial impact for this item.

RECOMMENDED ACTION

1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License Application No. 400566 for a new Series 12 Restaurant Liquor License for El Tapatio. Location: 547 Miller Valley Road.

ATTACHMENTS

1. Liquor Licenses Attachment A - Series Number Definitions
2. Liquor Licenses Attachment B - AZ Laws & Regulations

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.

2 **Out-of-state Producer,** all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.

3 **Microbrewery,** less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.

4 **Wholesaler,** all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.

5 **Government,** all spirituous liquor, may sell to patrons to consume on premises.

6 **Bar,** all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.

7 **Beer and Wine Bar,** beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.

9 **Liquor Store,** all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.

9S **Liquor Store with Sampling Privileges,** all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.

10 **Beer and Wine Store,** beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.

10S **Beer and Wine Store with Sampling Privileges,** beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.

11 **Hotel/Motel w/Restaurant,** all spirituous liquor, may sell to patrons to consume on premises.

12 **Restaurant,** all spirituous liquor, may sell to patrons to consume on premises.

13 **Farm Winery,** produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.

14 **Private Club,** all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.

15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.

16W **Farm Winery Fair/Festival**, authorization issued for a specified period to a domestic farm winery to serve samples of its products and sell the products in individual portions for consumption on the premises or in original, unopened, containers for consumption off the premises.

18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

Attachment 1

19 **Remote Tasting Room,** owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

NOTE: A.R.S.§4-207. (A) and (B) state that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

a) Restaurants that do not sell growlers (A.R.S.§4-205.02) Series 12
b) Hotel/motel license (A.R.S.§4-205.01) Series 11
c) Microbrewery (A.R.S.§4-205.08) Series 3
d) Craft Distillery (A.R.S.§4-205.10) Series 18
e) Government license (A.R.S.§4-205.03) Series 5
f) Playing area of a golf course (A.R.S.§4-207 (B)(5))
g) Wholesaler/Distributor Series 4
h) Farm Winery Series 13
I) Producer Series 1

Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))

R19-1-702. Determining Whether to Grant a License for a Certain Location

A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:

1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
2. Number and types of licenses within one mile of the proposed premises;
3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
5. Residential and commercial population density within one mile of the proposed premises;
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
7. Effect on vehicular traffic within one mile of the proposed premises;
8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.

B. This Section is authorized by A.R.S. § 4-201(I).

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Tourism
ITEM #:	11.A
SUBJECT:	Presentation & Discussion Regarding Approval of City Contract No. 2027-046, for Tourism Destination Marketing Execution, Economic Development Initiatives, and Campaign Support.

ITEM SUMMARY

This item is for approval of City Contract No. 2027-046 and discussion regarding Destination Management and Marketing Services for the City of Prescott Tourism and Economic Development Department. DestinationiQ, was selected through the City of Prescott Finance Department's OpenGov SOQ process. Details of the contract and scope of work to be provided are attached as well as a presentation outlining the necessity, background on DestinationiQ and the budget impacts.

BACKGROUND

Tourism has been a key economic component for decades, helping create revenues and activity for local area businesses and attractions. In the current City Council Strategic Plan, a specific goal has been established for increasing bed taxes associated with tourist spending, to which these bed taxes are used to help continue to foster and promote tourism. As a registered Destination Marketing Organization (DMO), the City of Prescott has certain responsibilities to establish marketing and advertising campaigns. As a department with limited staff and a growing list of economic development responsibilities, it’s important that staff use the dedicated budget for tourism marketing and advertising in the most effective manner by engaging stakeholders and leveraging outside resources, including agencies dedicated to supporting DMOs. The recommendation for contracting with DestinationiQ went through a competitive qualification review process, is within the established budget for Tourism and Economic Development Budget, and in line with City Council strategic goals including: Creating new bed tax revenues, integrating with economic development outreach with Tourism Marketing and streamlining the process to better leverage resources.

FINANCIAL IMPACT

The not-to-exceed annual amount of $306,500 will be funded through the Tourism and Economic Development available budget, split between the General Fund and the Bed Tax Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2027-046

ATTACHMENTS

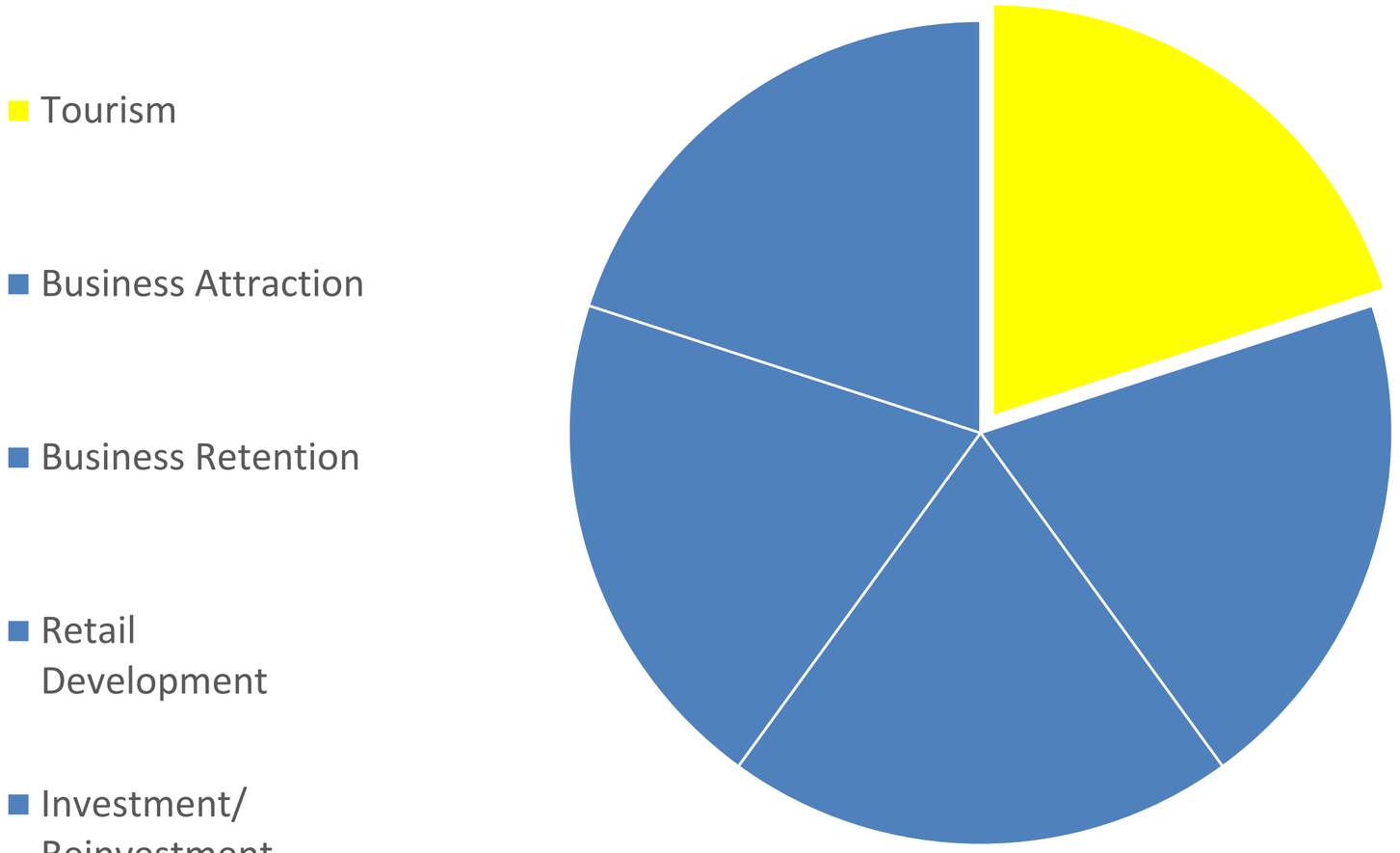
1. Destination IQ Presentation
2. City Contract No. 2027-046

Experience Prescott Advertising Services Contract For DestinationiQ

City Council Meeting August 11, 2026

CITY OF PRESCOTT ARIZONA

Economic Development & Tourism



CITY OF PRESCOTT ARIZONA

City Council Strategic Goals

- Strategic Plan (2026-2031):
  - Strategic Priority #2: Foster a Dynamic Economic Environment
  - Target Result #4: $288 Million in Direct Tourism Spending
- Fiscal Year 2027 Budget:
  - **$200,000** Tourism Advertising Campaign (*Tourism*)
  - **$60,000** Tourism Advertising Campaign (*Economic Development*)
  - **$46,015** Software Systems & Maintenance (*Tourism*)
  - **$100,000** Subscriptions & Memberships (*Tourism*)
- Expected Outcome:
  - Create synergy between Tourism and Economic Development Initiatives

CITY OF PRESCOTT ARIZONA

Why is Tourism Important?





- **Destination Marketing Organization – Experience Prescott**
  - The official entity designated by a city or county to promote a destination, attract overnight visitors and support the local tourism economy
  - The Arizona Office of Tourism (AOT), our state partner
  - Experience Prescott serves as the City of Prescott's official DMO, leading destination marketing initiatives that increase visitation, generate tourism spending and support local businesses while aligning with statewide promotion efforts and campaigns.

About DestinationiQ



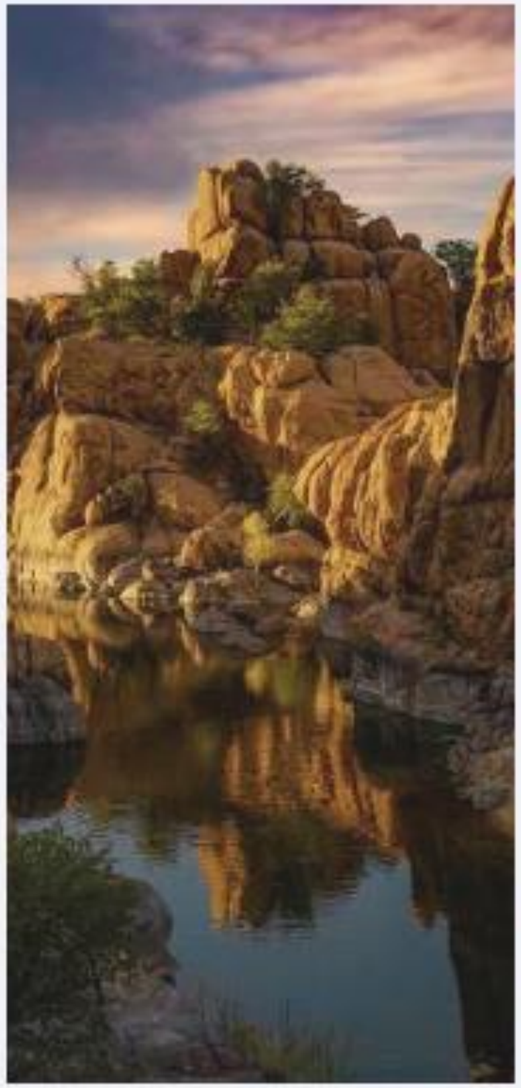


DestinationiQ is a full-service tourism marketing and destination management agency with 30 years of experience helping communities build stronger, more sustainable visitor economies.

Our integrated team brings together destination strategy, research, branding, creative development, paid media, technology, stakeholder engagement, and performance measurement to turn community priorities into measurable action.

With deep experience across the American West, we understand that successful destination leadership extends beyond advertising.

It requires strong partnerships, responsible stewardship of public resources, compelling storytelling, and a long-term commitment to generating economic impact while preserving what makes each destination distinct.







Core Belief

Every community deserves to be a destination that prospers from the economic impact provided by tourism, improves the quality of life for visitors and residents, and grows sustainably without the effects of overtourism.



Commitment to Collaboration and Transparency

At DestinationiQ, we believe sustainable tourism growth begins with collaboration and transparency.

In addition to working closely with our immediate points of contact, we actively engage Lodging Tax Boards, local governments, business owners, and community stakeholders throughout every stage of our process.

By keeping communication open and ensuring all voices are heard, we foster shared ownership of tourism initiatives—building trust, aligning goals, and creating long-term strategies that benefit both residents and visitors alike.

Services Offered

Strategic Leadership

- Destination strategy
- Strategic planning
- Annual marketing planning
- Destination management
- Brand stewardship
- Executive consulting
- Tourism policy support
- Organizational leadership

Brand & Creative

- Brand identity
- Graphic design
- Creative direction
- Copywriting
- Photography direction
- Video production
- Visitor guides
- Print & digital collateral

Research & Analytics

- Visitor research
- Resident sentiment
- Market intelligence
- Audience segmentation
- Competitive benchmarking
- Campaign analytics
- ROI measurement
- Performance reporting

Visitor Experience

- Experience development
- Tourism product development
- Wayfinding strategy
- Itinerary development
- Event marketing support
- Visitor information strategy
- Destination storytelling
- Experience mapping

Marketing Strategy

- Integrated marketing campaigns
- Media planning & buying
- Advertising strategy
- Digital marketing
- Search engine marketing (SEM)
- Search engine optimization (SEO)
- Campaign planning
- Seasonal marketing initiatives

Digital Communications

- Website strategy
- Website management
- Organic social media
- Email marketing
- Content strategy
- Public relations
- Influencer marketing
- Digital content development

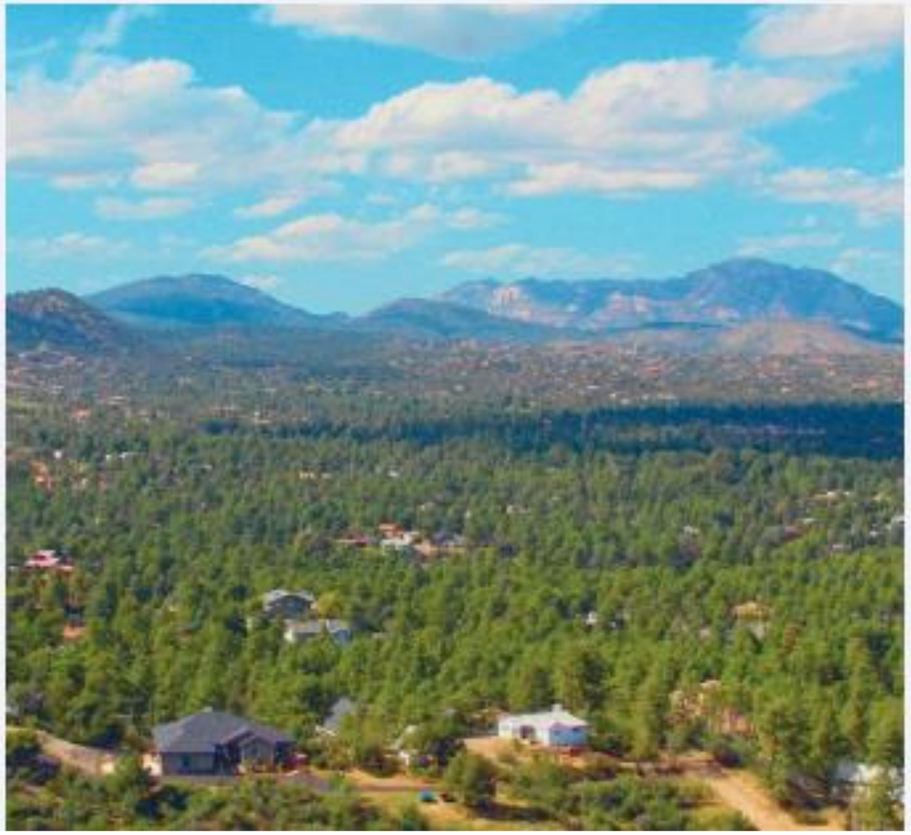
Partnership Development

- Cooperative marketing
- Tourism partner outreach
- Stakeholder engagement
- Community collaboration
- Industry communications
- Business partnerships
- Community workshops
- Destination storytelling

Organizational Support

- Budget development
- Annual work plans
- Board facilitation
- Committee facilitation
- Strategic reporting
- Grant assistance
- Meeting facilitation
- Transition planning

YEAR 1 SERVICES
PRESCOTT, AZ



Destination Management Services
- Destination Management Services Retainer
- Immersion Trip

Brand Strategy & Development
- Citywide/General Campaign Development

Content Marketing
- Photography
- Video Ad Development
- Targeted Campaigns
- Yodel Calendar Program
- Website Development & Updates

Digital Advertising
- Google Search Ads
- Meta Ads

Organic Social Media
- Organic Social Media (FB & IG)

Visitor Research & Insights
- Placer.ai Management and Analysis

DestinationiQ Team

Full-time Staff
40+ specialized vendors
200+ years of leadership experience
A team crafted specifically for Prescott, AZ.



Bryan Jordan
Owner & President



Lindsay Diamond
VP, Client Strategy



Kirsten Slavin
Account Director



Lauren Durie
Marketing Director



Sean Jefferson
Technical Director



Jim Kober
Content Manager



Samantha Shennum
Digital Advertising Director



Ashley Mosher
Organic Social Media Director



Carly Hirai
Graphic Designer



Tina Jordan
Calendar Management



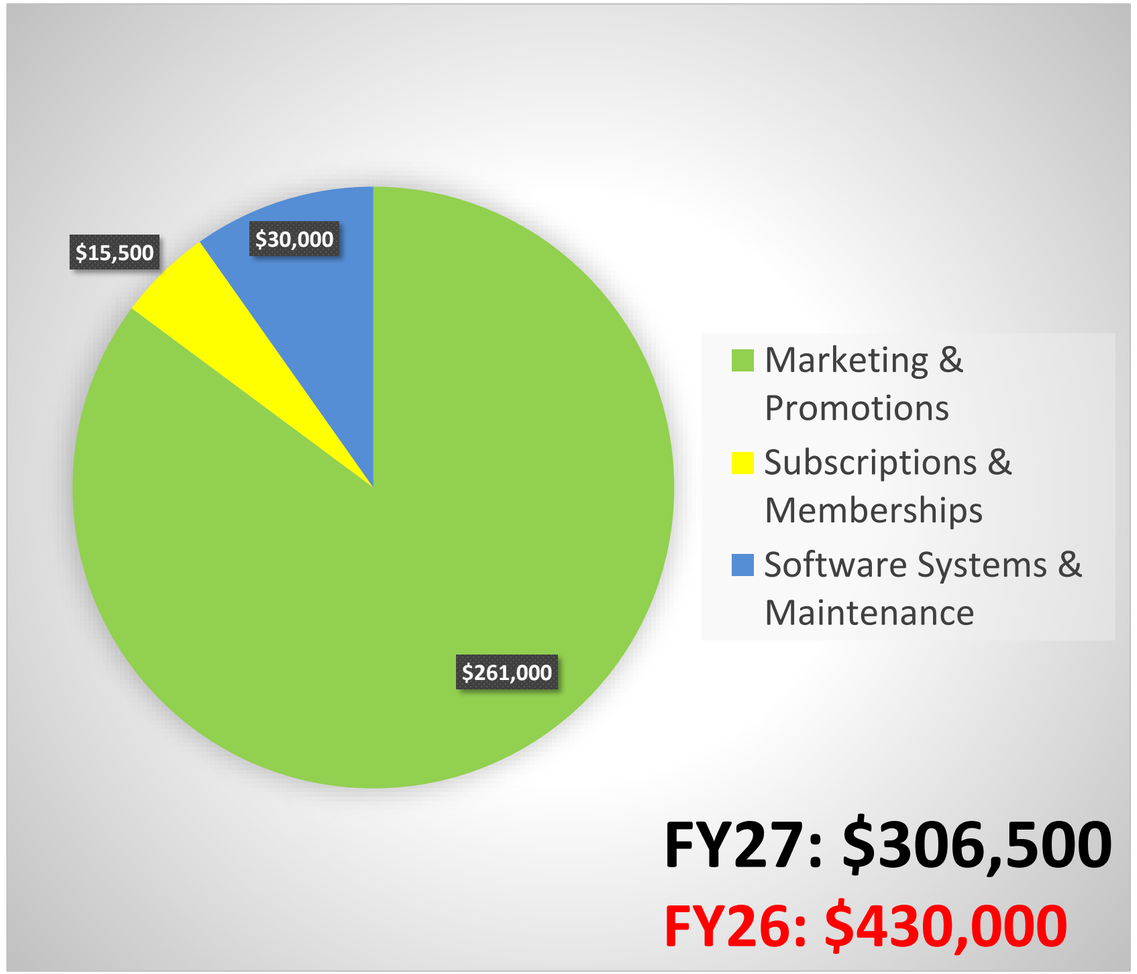
Zrenda Smith
Administrative Assistant

DestinationiQ Clients



DestinationiQ – FY27 Contract

Category	Project
Destination Management Services	Destination Management Services
Destination Management Services	Immersion Trip
Brand Strategy & Development	Citywide/General Campaign Development
Content Marketing	Photography
Content Marketing	Video Ad Development
Organic Social Media	Organic Social Media (FB & IG)
Digital Advertising	Google Search Ads
Digital Advertising	Meta Ads
Content Marketing	Targeted Campaigns
Content Marketing	Website Development & Updates
Content Marketing	Yodel Calendar Program
Visitor Research & Insights	Placer.ai Management and Analysis



CITY OF PRESCOTT ARIZONA

Next Steps

- TAC Engagement

- Potential Added Items
  - Tourism Strategic Plan
  - Economic Development/Tourism Advertising Campaign(s)

- Evaluation
  - Monthly Updates and Reporting
  - Bed Tax Revenue & ROI
  - Engagement & Visitation Metrics

CITY OF PRESCOTT ARIZONA

Recommendation

Approve City Contract No. 2027-046

Destination Marketing Organization (DMO) Services

CITY OF PRESCOTT ARIZONA

PROFESSIONAL SERVICES AGREEMENT/CONTRACT

Destination Marketing Organization (DMO) Services

Contract No. 2027-046

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

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

WHEREAS Global Vista Technologies, Inc. DBA DestinationiQ (hereinafter referred to as "Professional"), has expertise in providing Destination Marketing Organization Services.

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

1. SCOPE OF WORK

A. That Professional shall provide the services to the City in relation to the Destination Marketing Organization Services project as indicated in Exhibit "A" (Request for Statements of Qualifications, Statement/Proposal, and as indicated in the Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of August 11, 2026), and as requested by the City Economic Enterprise Director (hereinafter referred to as "Director").

B. In addition to those services identified in Paragraph A above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph A, but necessary for the full and effective performance of the tasks specifically referenced.

C. The Professional shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.

D. All services identified in Paragraphs A and B above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit "A".

2. TERM OF AGREEMENT

The initial term of the Agreement shall be for a period of one (1) year, with the consideration of four (4), one-year extensions based on successful completion of work and mutual agreement, commencing on a fully executed contract.

3. COMPENSATION

A. The City shall pay to Professional a total sum of Three Hundred Six Thousand, Five Hundred Dollars and Zero Cents ($306,500.00) for all services specified in the Professionals project schedule of this Agreement, as specified in Exhibit "A".

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

C. Payment of the total amount provided for under this agreement/contract shall not relieve Professional of its obligation to complete the performance of all those services specified in the Scope of Work. Should the City request in writing additional services beyond that specified in the Scope of Work, then Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".

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

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

4. CONTRACT CONDITIONS

4.1. TERMINATION

Notwithstanding the foregoing, this Agreement may be terminated by either party upon thirty (30) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

4.2. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

4.3. INCORPORATION OF EXHIBITS

It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.

4.4. CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a Professional to any other party of the Agreement with respect to the subject matter

of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

4.5. INVOICES

All invoices shall be emailed to ap@prescott-az.gov.

4.6. NOTIFICATIONS

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

City of Prescott	Global Vista Technologies, Inc.
201 N. Montezuma Street	PO Box 4629
Prescott, AZ 86301	Buena Vista, Colorado 81211
contracts@prescott-az.gov	bryan@destinationiq.com

4.7. INDEPENDENT CONTRACTOR STATUS

It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Professional further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, Professional further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

4.8. ASSIGNMENT

This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

4.9. AMBIGUITY

This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

4.10. INTELLECTUAL PROPERTY

All services/work products of the Professional for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings, specifications, data maps, studies, and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/work.

4.11. DISPUTE RESOLUTION

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement

4.12. ATTORNEYS' FEES

The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.

4.13. INTEGRATION AND AMENDMENT

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

4.14. SEVERABILITY

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

4.15. INDEMNIFICATION

Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, the Professional hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees, and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Professional's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

4.16. MODIFICATIONS AND WAIVERS

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

4.17. DISCREPANCY

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

4.18. NON-APPROPRIATION OF FUNDS

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

5. GENERAL PROVISIONS

5.1. CHANGES IN SERVICES/WORK

A. The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.

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

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

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

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

F. If the Professional claims that any instructions involve additional/extra cost under this Contract, it shall give the Director written notice thereof within forty eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without

written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments that go over $50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

5.2. PROFESSIONAL RESPONSIBILITY

Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

5.3. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

6. FEDERAL AND STATE LAWS

6.1. COMPLIANCE WITH RELEVANT LAWS

All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances. Professional, at Professional's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. Professional understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

6.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Parties, with regard to the work performed by it after award and during their performance of this contract, will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran status, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Titles VI and VII of the Civil Rights Act of 1964; Sections 501, 503 and 504 of the Rehabilitation Act of 1973; Section 109 of the Housing and Community Development Act of 1974; the Age Discrimination Act of 1975; the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act; and, Arizona Governor Executive Orders 99-4, 2000-4, 2009-09, as may be amended from time-to-time.

6.3. ARIZONA LAWS

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

6.4. PROFESSIONAL IMMIGRATION WARRANTY

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

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

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

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

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

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

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

6.5. ISRAEL

Company certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

6.6. FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION

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

A. The forced labor of ethnic Uyghurs in the People's Republic of China

B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

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

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

6.7. CODE OF FEDERAL REGULATIONS; MINORITY OWNED BUSINESSES

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

A. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps shall include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. INSURANCE REQUIREMENTS

7.1. INSURANCE LIMIT REQUIREMENTS

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

Commercial General Liability – Occurrence Form

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

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

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

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

Professional Liability (Errors and Omissions Liability)

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

In the event that the professional liability insurance required by this Contract is written on a claims-

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

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

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

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

7.2. WORKERS' COMPENSATION

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

7.3. ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

7.4. NOTICE OF CANCELLATION

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

7.5. ACCEPTABILITY OF INSURERS

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

7.6. VERIFICATION OF COVERAGE

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

DATED: _____ day of _____, 2026

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

Global Vista Technologies, Inc. DBA DestinationiQ

AUTHORIZED SIGNATURE (FULL NAME)

DATE SIGNED

TITLE

EMAIL

City of Prescott, a municipal corporation:

CATHEY RUSING, MAYOR

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

Exhibits List

A - Quote_2026 Destination Management and Marketing Services for Prescott

B - DestinationiQ_Response Document Report

Exhibit A

Quote_2026 Destination Management and Marketing Services for Prescott

Destination Management and Marketing Services for Prescott

August 2026

Category: Destination Management Services

Project	Deliverables	Annual Investment
Destination Management Services	Meetings (DMO + TAC), consulting, annual marketing plan, AOT Coop management, lead management, reporting, budget management, onboarding	$58,000
Immersion Trip	3 - 4 full days, DestinationiQ leadership team, 4 focus groups, focus group report	$10,000

Category: Brand Strategy and Development

Project	Deliverables	Annual Investment
Citywide/General Campaign Development	New tagline, stakeholder surveys, flexible uses per interest, messaging, website updates	$10,000

Category: Content Marketing

Project	Deliverables	Annual Investment
Photography	Supports campaign and ongoing media library development. 3 - 4 days	$15,000
Video Ad Development	New videos with new tagline. For use in video ads in year 2. Two visits per year. Includes b-roll.	$20,000

Destination Management and Marketing Services for Prescott

August 2026

Project	Deliverables	Annual Investment
Targeted Campaigns	4 per year/1 per quarter, topics TBD, audience segmentation, geo targets, campaign messaging, campaign landing page content and development. Digital marketing campaigns on Google Search and Meta.	$18,000
Yodel Calendar Program	Year 1. Subscription and calendar management. Includes one-time set up fee.	$9,500
Website Development & Updates	Experience Prescott website maintenance, updates, and creative enhancements	$30,000

Category: Digital Advertising

Project	Deliverables	Annual Investment
Google Search Ads	Includes account launch, management, and media costs	$25,000
Meta Ads	Includes account launch, management, and media costs	$25,000

Destination Management and Marketing Services for Prescott

August 2026

Category: Organic Social Media

Project	Deliverables	Annual Investment
Organic Social Media (FB & IG)	Management and content creation	$80,000

Category: Visitor Research & Insights

Project	Deliverables	Annual Investment
Placer.ai Management and Analysis	Setup, analyze, interpret, and make recommendations based on Placer data	$6,000

Total Not To Exceed **$306,500**

Bryan Jordan

DestinationiQ (Printed Name)

7/24/26

Date



DestinationiQ (Signature)

Owner & President

Title

City of Prescott (Printed Name)

Date

City of Prescott (Signature)

Title

Exhibit B

DestinationiQ_Response Document Report

City of Prescott
Procurement
Melissa Busby, Purchasing Manager
201 N. Montezuma St., Prescott, AZ 86301

[DESTINATIONIQ] RESPONSE DOCUMENT REPORT

RSOQ No. 2026-RSOQ-272

Destination Marketing Organization (DMO) Services

RESPONSE DEADLINE: June 4, 2026 at 2:00 pm

Report Generated: Friday, July 31, 2026

DestinationiQ Response

CONTACT INFORMATION

Company:
DestinationiQ

Email:
bryan@destinationiq.com

Contact:
Bryan Jordan

Address:
PO Box 4629
Buena Vista, CO 81211

Phone:
(800) 341-5944 Ext: 301

Website:
DestinationiQ.com

Submission Date:
Jun 3, 2026 8:06 AM (Arizona Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 3, 2026 8:05 AM by Bryan Jordan

QUESTIONNAIRE

1. Cover Letter*

Pass

Please upload a cover letter indicating interest in providing services.

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

Prescott,_AZ_Cover_Letter_DestinationiQ.pdf

2. Contact Person Full Name*

Pass

What is the full name of the point of contact for your Statement of Qualifications?

Bryan Jordan

3. Contact Person Title*

Pass

What is the official title/position of the point of contact for your Statement of Qualifications?

Owner & President

4. Contact Person Email Address*

Pass

What is the email address of the point of contact for your Statement of Qualifications?

bryan@destinationiq.com

5. Contact Person Phone Number*

Pass

What is the full phone number of the point of contact for your Statement of Qualifications? Please be sure to include the area code.

800-341-5944 x301

6. Statement of Qualifications*

Pass

Please upload your COMPLETE Statement of Qualifications (PDF format) and all required documentation here formatted in the manner required by this RSOQ.

Prescott,_AZ_Statement_of_Qualifications_DestinationiQ.pdf

7. Locations of Firm*

Pass

Please provide the full physical/mailing address of your firm including City, State, and ZIP Code.

If there are multiple locations, please provide.

PO Box 4629 Buena Vista, CO 81211

8. Names of Principals*

Pass

Please provide the full names of all Principals of the firm on this Statement of Qualifications.

Bryan Jordan

9. Key Team Member Resumes*

Pass

Please upload a brief resume for key project team members outlining their credentials and experience.

Prescott,_AZ_Appendices_DestinationiQ.pdf

10. Certificate of Insurability*

Pass

I hereby certify that I am fully aware of Insurance Requirements contained in the contract documents for the solicitation and by the submission of this Offer, I hereby assure the City that the firm is able to produce the insurance coverage required if awarded the contract.

If the firm is awarded the contract and then becomes unable to produce the insurance coverage specified within ten (10) working days, I am fully aware and understand that this will make my submission nonresponsive and I/the firm will be disqualified for this project.

Confirmed

11. Additional Information (if needed)

For any additional information requested or required by any of your provided answers please upload additional documentation (PDF format) here.

No response submitted

12. Submittal Confirmation*

Pass

Respondent confirms that they have the authority to submit on behalf of the stated company and have furnished any documentation necessary as proof of such authority.

Confirmed

Jaimie Sventek
Contract Coordinator
City of Prescott
contracts@prescott-az.gov

Dear Mayor Rusing, Council Members, and the City of Prescott Review Committee:

Prescott has something most destinations spend decades trying to manufacture: authenticity. A downtown that has been the heart of the community for generations. Outdoor access that rivals destinations ten times its size. A signature events calendar that fills hotels and brings people back year after year. The work ahead is not about inventing a story. It is about making sure the right people hear it, experience it, and return for more.

DestinationiQ has been doing this work for 30 years, and we do it differently than most.

We call ourselves a destination management agency, not just a marketing agency, because we believe the most effective tourism programs are built from the inside out. Marketing that is disconnected from the community it represents rarely achieves lasting results. Tourism departments that have the trust and active support of local businesses, hospitality partners, event organizers, and residents consistently outperform those that operate in isolation.

Stakeholder and community engagement is not a box we check. It is the foundation we build everything else on.

800.341.5944 x 301
bryan@destinationiq.com
PO Box 4629 Buena Vista, CO 81211

Our philosophy translates to results. In Cottonwood, Arizona, community alignment behind a new destination brand generated $3.2 million in incremental visitor spending in the first 10 months, a 52:1 return on investment. In Beaver County, Utah, a sustained multi-channel program doubled transient room tax over five years. In Morgan County, Utah, lodging tax grew 117% during our partnership. In each case, the marketing performed because the community was behind it.

For Prescott, we begin by listening. Our multi-day immersion process brings us face to face with City staff, Experience Prescott leadership, hospitality operators, event organizers, and community members before a single campaign dollar moves. We audit what exists, benchmark what is working, and build on a foundation that is earned, not assumed.

From there, we manage the full scope: paid media across SEM, social, programmatic, video, and connected TV; creative development; travel trade and FAM tours; influencer programming; and monthly reporting tied directly to visitor volume, spending, length of stay, and bed tax revenue. One roof, one accountable team.

Prescott deserves a partner that sees the full picture. We are ready to be that partner.

Sincerely,

Bryan Jordan
Owner & President

800.341.5944 x 301
bryan@destinationiq.com
PO Box 4629 Buena Vista, CO 81211

DestinationIQ



STATEMENT OF QUALIFICATIONS

DESTINATION MARKETING ORGANIZATION SERVICES

Prescott, Arizona

destinationiq.com

BRYAN JORDAN
bryan@destinationiq.com

OWNER & PRESIDENT
800-341-5944 x301

Why DestinationiQ?

Prescott is one of Arizona's most compelling destinations: a city with genuine Western heritage, a thriving arts and culinary scene, and outdoor access that most communities can only dream of. The opportunity isn't convincing travelers to visit. It's ensuring they stay longer, come back in every season, and bring others with them.

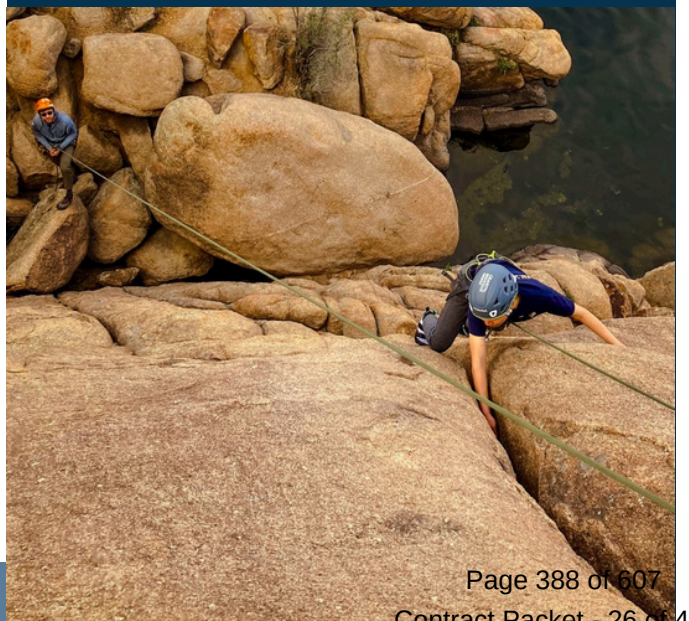
DestinationiQ has spent 30 years doing exactly that for destinations across the West. We combine brand strategy, creative development, paid media execution, and measurable performance into one integrated team, built to responsibly drive bed tax revenue, not just impressions.

We know this market. Our team currently works in Arizona, Utah, Colorado, New Mexico, and Montana, and we bring that regional depth to every strategy we build. For Prescott, that means a partner who understands not just digital advertising mechanics, but the full arc of destination storytelling from brand positioning through performance accountability.

Our work in Arizona runs deep.

As Agency of Record for the City of Cottonwood, AZ, we developed the *Savor the Moment* destination brand.

The total branding and marketing investment generated $3.2 million in incremental visitor spending in the first 10 months post-launch, delivering a 52:1 return on investment.



Integrated Campaign Execution

DestinationiQ plans and optimizes tourism campaigns across the full traveler journey, from awareness to trip planning and booking. Using Google Search, Display, Meta, programmatic, YouTube, Connected TV, and similar channels, campaigns reach travelers at every stage of decision-making with one goal in mind: meaningful economic impact for Prescott.

We manage the full media buying process in-house, including vendor coordination, budget pacing, and real-time optimization. Seasonal and event-based campaigns are layered into an always-on strategy so Prescott stays top of mind year-round, not just during peak travel windows.

WHAT SETS US APART?

One team. No handoffs, no gaps. Creative, media, analytics, and optimization all under one roof.



Every campaign is fully tracked with monthly reporting on engagement metrics, return on ad spend (ROAS), and the cost per visitor so the City always knows exactly what its marketing investment is producing. Where the data exists, we layer in behavioral insights from tools like Placer.ai and Datafy to connect digital performance to real-world visitation and lodging demand.

$18.8M → $20.6M

In the first year implementing an integrated campaign strategy for Morgan County, UT, travel spending increased by 9.6%

Creative Development & Content Production

OUR APPROACH TO CREATIVE

Every piece of content we produce serves a strategic purpose. From concept to final asset, our work is built around the destination's brand, the target audience, and the campaign goal. **Never templates.**

We produce photography, video, social media content, print and digital ads across every platform and format so whether a traveler encounters Prescott on Google, Instagram, or a billboard, the look and message are consistent online and off.

$57M → $103.6M

15 years of coordinated creative and marketing strategies grew Fremont County CO's travel spending 82%.



STORYTELLING ALIGNED WITH YOUR BRAND

Experience Prescott's identity and signature events drive all content, designed to reinforce what makes Prescott distinct.

Campaign messaging adapts by season, audience, and channel while keeping the brand consistent. Graphic design, photography, and video production are managed in-house to keep quality consistent and timelines tight.

SCALABLE CONTENT FOR EVERY PLATFORM

From short-form reels to destination videos, we build content libraries for multi-platform distribution, either in new or existing channels to preserve historic data and campaign momentum.

Getting Visitors Here and Keeping Them Longer

We coordinate itineraries, plan FAM tours, and execute hosted visits that build relationships translating directly into group bookings and regional exposure. Our influencer programs prioritize authentic storytelling over reach.

We will source creators whose audiences align with Prescott's visitor profile and coordinate visits that produce content built for the highest ROI.

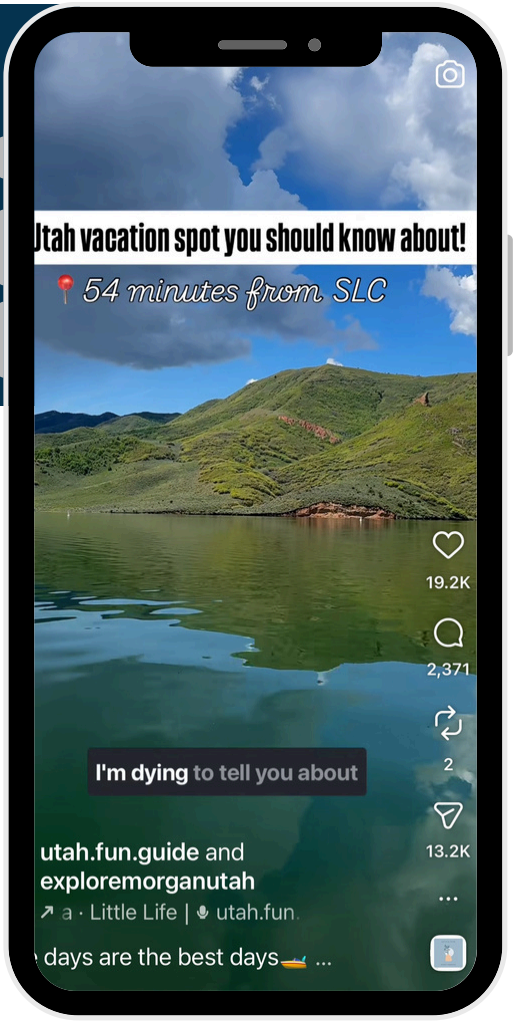
Focus on Economic Impact

Every campaign is aligned to measurable economic objectives: visitor volume, spending, length of stay, and lodging demand, optimizing for bed tax revenue and real economic impact, not just impressions.

We identify opportunities where tourism marketing crosses into economic development, helping Prescott attract visitors, investment, and workforce interest.

INFLUENCER MARKETING THAT MOVES THE NEEDLE

Morgan County, UT's 2025 Influencer Program helped to increase Instagram interactions by 364% and followers by 400% year over year.



TRAVEL TRADE AND VISITOR PROGRAMS

We pursue regional and national exposure through cooperative marketing with the Arizona Office of Tourism, regional partners, and earned media that extends Prescott's reach beyond paid channels. Our network across the West will give Prescott relationships and visibility that most destinations take years to build.

Performance Measurement & Reporting

What Gets Measured Gets Improved

We deliver monthly performance reports covering paid media performance, conversions, reach, and cost per acquisition. Every report is built to be readable by stakeholders, not just marketers.

Where available, we layer in visitor demand indicators and lodging tax trends to connect digital activity to real economic outcomes and ROI. This ensures the City can see exactly what each marketing dollar is returning.

Data-driven recommendations accompany every report. We don't just show numbers, we tell you what they mean, what we're doing about them, and hold ourselves accountable to the outcomes that matter most to Prescott.

Stakeholder coordination is the cornerstone of everything we do.

We don't operate at arm's length. We will collaborate directly with City of Prescott staff, Experience Prescott leadership, and local tourism, hospitality, event partners, and local residents.

We work the way your team does. Whether that means frequent collaboration or a more hands-off approach, we show up at a cadence that works for you.

Since engaging DestinationiQ in fall 2025, Los Alamos County, NM has seen consistent year-over-year growth in monthly website traffic.

+202.68%

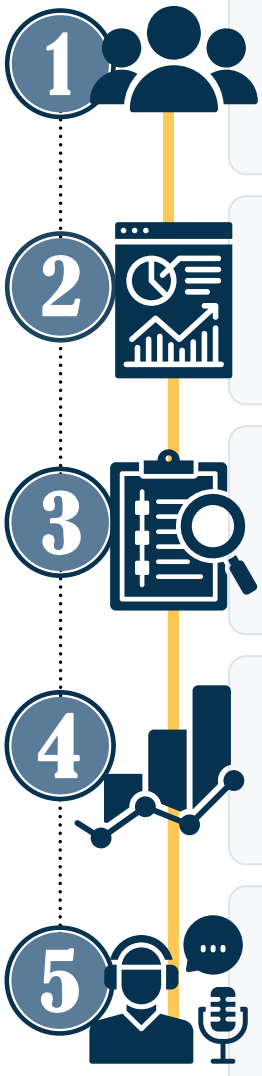
Total Website Users
19,166 vs. 6,332

April 2026 vs April 2025

Strategic Approach

DISCOVERY, FOUNDATION & INTEGRATED CAMPAIGN STRATEGY

Before we market Prescott, we learn it. Our discovery process combines stakeholder engagement, competitive analysis, and on-the-ground immersion to build a foundation specific to Prescott, not a generic playbook. From day one, existing campaigns stay live across every paid channel with no interruption.



In-Person Immersion & Stakeholder Engagement

We conduct a multi-day immersion trip meeting City staff, Experience Prescott leadership, and key tourism partners, holding focus groups to understand local sentiment and the visitor experience firsthand.

Campaign Transition & Continuity

We immediately review and assume management of all existing paid media, ensuring uninterrupted market presence while new strategies are developed alongside.

Asset, Competitive & Channel Analysis

We audit Prescott's digital presence & paid media mix against other Arizona destinations, identifying creative gaps, channel inefficiencies, and budget opportunities before a single new dollar is spent.

Baseline Performance KPIs and Benchmarks

We establish clear starting points across website traffic, paid media performance, social engagement, and lodging tax trends to anchor every future performance report and stakeholder conversation.

Positioning Statement, Messaging & Audience Framework

We develop a unified positioning statement, messaging framework, prioritized audience segmentation, and the voice guiding all creative and campaign work.

July '26	August '26	September '26	Oct - June '27
Onboarding Immersion Discovery	Strategy Research Planning	Creative Launch Activation	Optimize Grow Scale

Strategic Approach

CREATIVE, ADVERTISING & TRAVEL TRADE

Every asset we create and every dollar we spend is purpose-built for Prescott. From launch forward, creative and media execution run in parallel across paid digital channels, content production, travel trade, and influencer programming, all aligned to Experience Prescott's brand and economic growth objectives.



Integrated Digital Advertising Execution

We plan, buy, and optimize across the full paid media ecosystem including SEM, paid social, programmatic display, video, & CTV, with campaigns timed to Prescott's peak travel windows & signature events.

Creative Development & Content Production

We produce high-impact creative across all active channels, including graphic design, photography, and video production, with all assets reviewed by the City before deployment.

Storytelling, Brand Alignment & Content Calendar

We develop a brand style guide defining visual style, tone of voice, and brand storytelling, paired with a production calendar covering every publishing opportunity through June 2027.

Travel Trade, FAM Tours & Visitor Programs

We plan and execute FAM tours, support travel trade engagement, develop itinerary-based marketing, and coordinate with the Arizona Office of Tourism for regional and national exposure.

Influencer & Content Creator Marketing

We identify, brief, and manage travel influencers and content creators, integrating deliverables into the content calendar and measuring performance against reach, engagement, and visitation goals.

July '26	August '26	September '26	Oct - June '27
Onboarding Immersion Discovery	Strategy Research Planning	Creative Launch Activation	Optimize Grow Scale

Strategic Approach

IMPLEMENTATION, REPORTING & STAKEHOLDER COORDINATION

Execution and accountability run in parallel from the first month. Reporting begins in August covering both the transition period and new campaign activity. Every stakeholder, from City staff to Experience Prescott leadership to tourism partners, stays informed, aligned, and confident in the program's direction.



Phased Implementation & Budget Framework

July we transition campaigns, August we build audience strategy, September we launch. Media spend is allocated by channel with flexibility to shift toward top performers as results emerge.

Monthly & Quarterly Performance Reporting

Every month we deliver a stakeholder-ready report. Quarterly reviews assess the full program, realign budgets, and deliver optimization recommendations. Reports are live and accessible at any time.

GA4 Tracking, Attribution Modeling & KPI Framework

We implement GA4 and programs like Placer.ai where available, with a tiered attribution model tied to Prescott's economic objectives: visitor volume, length of stay, and bed tax revenue growth.

Stakeholder Coordination & Partnership

We collaborate with City staff, Experience Prescott leadership, and local tourism stakeholders through scheduled reviews, coordinating with AOT and regional partners to extend Prescott's reach.

Signature Event Support & Ongoing Optimization

We align campaigns to Prescott's signature events calendar, coordinate with event organizers, and continuously test and optimize to get the most out of every dollar spent.

July '26	August '26	September '26	Oct - June '27
Onboarding Immersion Discovery	Strategy Research Planning	Creative Launch Activation	Optimize Grow Scale

Case Study: Campaigns That Protect Place

BRAND EXECUTION & STEWARDSHIP STORYTELLING

The strongest destination creative does more than attract visitors. It connects them to a place's values.

The Colorado Stargazing campaign demonstrates our ability to build a brand platform that educates, inspires, and drives action.

DestinationiQ developed the state-wide *"Protect the Night"* campaign for Dark Sky Colorado, producing brand identity, social media content, brochures, posters, postcards, and a series of professionally produced broadcast-quality videos, all built around creative that educated without lecturing.

Colorado Stargazing won the 2020 Colorado Tourism Governor's Award for Best Marketing Campaign.



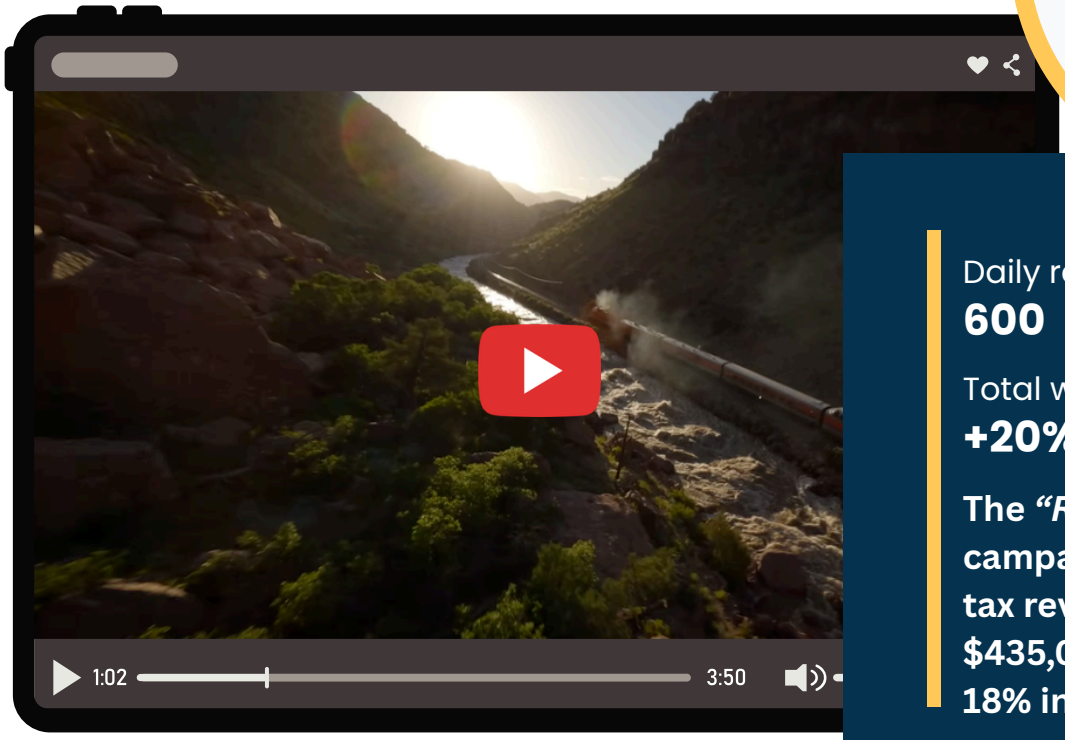
Creative rooted in purpose outperforms creative rooted in promotion.

Across the three-year Colorado Stargazing campaign, nine participating counties **averaged $21.2 million in travel spending growth.**



Case Study: Destination Marketing in Action

DestinationiQ serves as DMO for Fremont County, CO



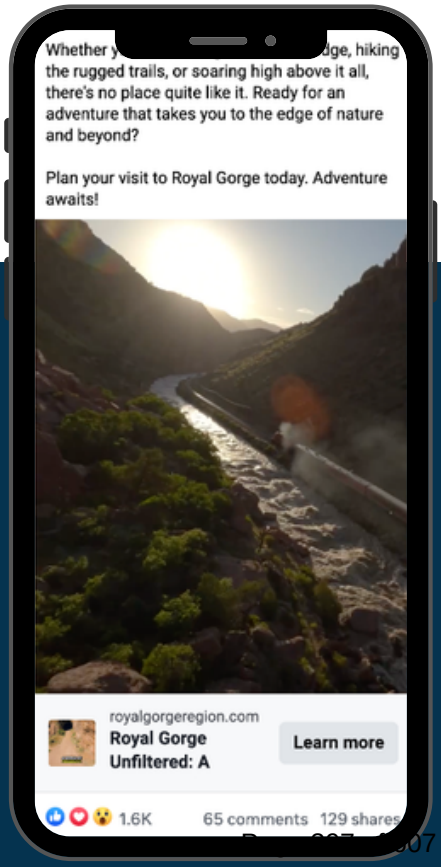
Daily returning YouTube users
600

Total website users
+20%

The *"Royal Gorge Unfiltered"* campaign helped grow lodging tax revenue from $369,349 to $435,000 in just one year, an 18% increase.

Nominated for the Colorado Tourism Office 2025 Governor's Award for Top Campaign.

ROYAL GORGE UNFILTERED
Reimagine the Rockies



DestinationiQ developed the *"Royal Gorge Unfiltered"* campaign for Fremont County, CO, including positioning and messaging through video production, paid media execution, and grant management.

The creative strategy leveraged the region's most iconic asset, the Royal Gorge Bridge, as a gateway to broader destination discovery, shifting perception from a single attraction to a full regional experience spanning family travel, outdoor adventure, dining, and leisure.

Case Study:
Brand Evolution Rooted in Place

DestinationiQ reshaped Cottonwood, AZ from a wine-focused identity to a flexible, experience-driven destination brand.

"Savor the Moment" extended that identity to include cuisine, outdoor recreation, and culture while maintaining a cohesive visual identity.

The new brand platform included a website, paid digital campaigns, video, and influencer coordination, repositioning the city beyond wine tourism to highlight outdoor adventure, culture, and dining. The *"Savor the Moment"* tagline became the flexible thread connecting every experience to every traveler.

A NEW BRAND DELIVERING RESULTS

Visitor spending in Q1 2026 grew 20% year-over-year.

- Savor the Night
- Savor the Renewal
- Savor the Pour
- Savor the Splash





Case Study: Campaigns That Drive Overnight Stays

DestinationiQ has managed paid media for Beaver County, UT since 2020, building a multi-channel program across Google Search, Display, YouTube, Meta, video production, SEO, digital guides, and print, with every dollar focused on increasing overnight lodging stays.

Transient room tax grew from $187,121 to $410,000 over five years, more than doubling lodging tax revenue for the county and resulting in travel spending growth from $98.8M to $131.9M.

Even when 2024 wildfire-related event cancellations reduced marketing spend in 2025, prior strategic momentum drove transient room tax from $340K to $410K a 20% increase despite a reduced marketing budget.

When marketing fully resumed, the results spoke for themselves. Total user traffic grew 377% in the first four months compared to the previous year and direct traffic grew 30.7%.

Our media programs are built around one question: **what is this dollar producing?**

Every campaign we manage includes conversion tracking, attribution modeling, and monthly reporting tied directly to economic outcomes, not just impressions.



Case Study: Turning Awareness into Overnight Visitation

Morgan County, UT lacked a unified brand and clear pathway to convert awareness into overnight stays. We launched a full marketing program in 2022 including a new website, visitor guide, photography, organic social, and targeted Meta and Google advertising, all focused on driving lodging demand.

Our strategy connected digital performance to real economic impact, **driving transient room tax collection from $72,253 to $104,045 in two years—a 44% increase—and increasing visitor spending from $18M to $20.6M.**

$18M → $20.6M

14% increase in Visitor Spending in just two years

Our full-funnel marketing program drove visitor spending increases from 2022 to 2024.





This YouTube ad generated 3,467,581 impressions and a 41.99% interaction rate in 2025, more than seven times the industry average. By featuring the website URL at the end of the ad, direct traffic to ExploreMorganUtah.com increased 90% year over year.

Case Study:
Engagement Across Multiple Channels



DIGITAL MARKETING & MEDIA EXECUTION

We have served as Trinidad CO's digital marketing partner since 2024, managing a full-funnel paid and organic social media program spanning media planning, creative, paid channels, and organic social, all optimized continuously against performance data.

2025 vs 2024

Website Performance

Organic growth reflects stronger search visibility, improved content strategy, and better audience targeting.

+63.67% Total Users

+34.12% Returning Users

+41.31% Event Count

Organic Social Media Engagement

Reach, views, and engagement more than doubled year-over-year through consistent content and audience-first storytelling.

+171% Views

+48% Follows

+43% Interactions



Team and Capacity

Full-time Staff
40+ specialized vendors
200+ years of leadership experience
A team crafted specifically for Prescott, AZ.



Bryan Jordan
Owner & President



Lindsay Diamond
VP, Client Strategy



Kirsten Slavin
Account Director



Lauren Durie
Marketing Director



Sean Jefferson
Technical Director



Jim Kober
Content Manager



Samantha Shennum
Digital Advertising Director



Ashley Mosher
Organic Social Media Director



Carly Hirai
Graphic Designer



Tina Jordan
Calendar Management



Zrenda Smith
Administrative Assistant

DestinationiQ | Staff Resumes

Lindsay Diamond | VP, Client Strategy

Years with DestinationiQ: 10
Education:
MS, Museum Studies
University of Colorado Boulder
BS, Anthropology & Creative Writing, *University of Colorado Boulder*
Certifications: Google Ads

Lindsay brings 20+ years of marketing and communications experience to her role overseeing long-term strategy, grants management, and budget planning for DestinationiQ clients. Her deep understanding of the tourism landscape connects marketing investment directly to measurable economic outcomes and maximum ROI.

Kirsten Slavin | Account Director

Years with DestinationiQ: 4
Education:
BS, Marketing
University of Nevada, Reno

With 10+ years of management and marketing experience, Kirsten has mastered every operational facet of DestinationiQ over the past four years, earning her Account Director role. This ground-up journey has given her a comprehensive understanding of grants, project management, social media, and destination management, enabling her to navigate complex client needs while empowering and equipping others across the agency.

Lauren Durie | Marketing Director

Years with DestinationiQ: 1
Education:
MS, E-Business
Depaul University
BS, Advertising
University of Colorado Boulder
Certifications:
Certified Tourism Executive
Texas Travel Alliance

Lauren leads marketing strategy and storytelling for DestinationiQ's destination clients, translating budgets into measurable visitor impact through campaigns, messaging, and ad optimization. An award-winning communications professional with 15+ years across media, DMOs, and agencies, she brings editorial depth and proven results, with 500+ published articles and partnerships with 100+ brands across 25 states.

DestinationiQ | Staff Resumes

Sean Jefferson | Technical Director

Years with DestinationiQ: 11
Education:
MS(Candidate), Terrorism and Counterterrorism Operations
Penn State University
BS, Criminal Justice
Southern New Hampshire University
AS, Engineering & International Business
Duquesne University

Certifications:
Advanced Google Analytics
Introduction to SEO

Sean manages WordPress, web server, DNS, and name-server administration at DestinationiQ, advising on infrastructure, security, and front-end development. With over a decade as a Full-Stack Developer and Server Administrator at organizations including Management Science Associates and Ciber, Inc., he specializes in large-scale hosting operations, having managed up to 200 client websites, 11 web servers, and 480+ domains.

Samantha Shennum | Digital Advertising Director

Years with DestinationiQ: 3
Education:
BS, Marketing
Arizona State University
Certifications:
Google Ads Search, Google Ads Display, Google Ads Video

Samantha creates and optimizes Google Ads campaigns across search, YouTube, and display, with over 10 years of paid media experience spanning tourism, e-commerce, and national brands including PetSmart, Ace Hardware, and Toyota. Her greatest strength is staying ahead of platform changes and leveraging the latest updates to keep campaigns competitive and positioned for long-term growth.

Ashley Mosher | Organic Social Media Director

Years with DestinationiQ: 3
Education:
BS, Marketing & Business

Ashley leads digital marketing strategy, social media storytelling, and content development for DestinationiQ clients. Her work focuses on authentic storytelling through creating viral tourism marketing content that helps destinations increase visibility and connect travelers with local businesses, experiences, and community culture.

DestinationiQ | Staff Resumes

Jim Kober | Content Manager

Years with DestinationiQ: 3
Education:
MPA, Non-Profit, Public, Organizational Management
University of Arizona
BA, Creative Writing
University of Arizona

Certifications: Digital Marketing Professional, Google Analytics IQ, Google Ads Display

Jim leads content creation and brand messaging across web, print, digital, and stakeholder communications, supporting a wide range of marketing initiatives from research and quality assurance to partner toolkits and press releases. His greatest expertise is using strategic communication to drive tourism to unique destinations and improve quality of life for both residents and visitors.

Carly Hirai | Graphic Designer

Years with DestinationiQ: 1
Education:
BA Graphic Design
Whitworth University 2017

Carly leads visual branding and creative development at DestinationiQ, directing projects ranging from city branding and logo design to full visual identity systems, advertising campaigns, and marketing materials that bring destination stories to life. She brings over 10 years of design experience from agency, firm, and independent roles. Her greatest strength is strategic, intentional design that creates cohesive, impactful visual identities capturing the essence of each unique brand.

Zrenda Smith | Administrative Assistant

Years with DestinationiQ: 1
Education:
BA, Business Administration
Arizona State University
MS, Museum Studies
University of Colorado Boulder

Zrenda supports DestinationiQ clients with project coordination, account management, timeline oversight, and deliverable tracking across multiple accounts. Her background spans operations, community engagement, executive support, and program management across tourism, nonprofit, and remote-first organizations. Her greatest strength is keeping complex, multi-team projects organized, on track, and moving forward without anything falling through the cracks.

Design Portfolio







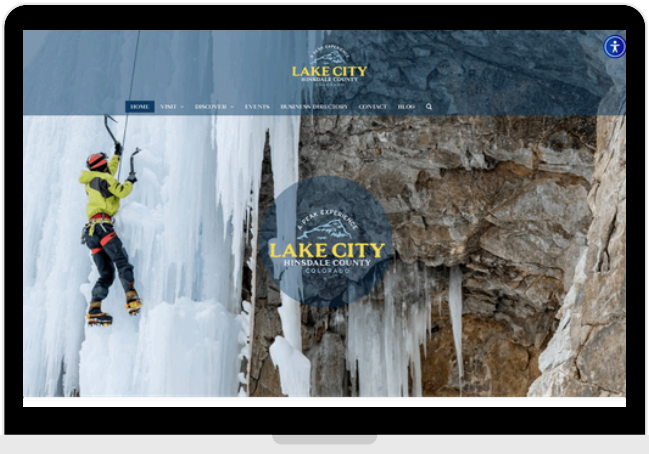






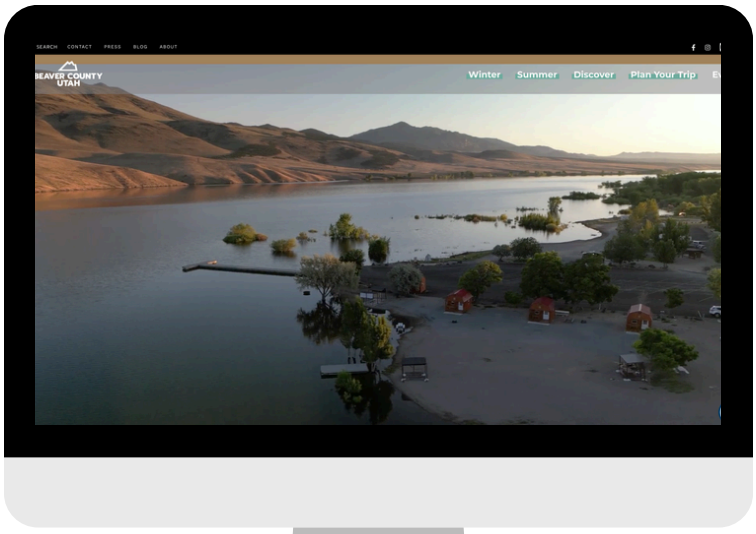




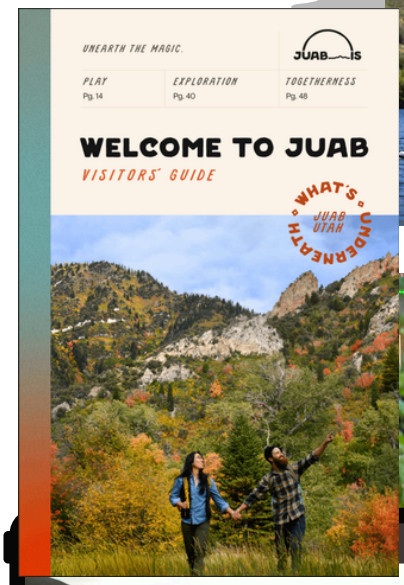


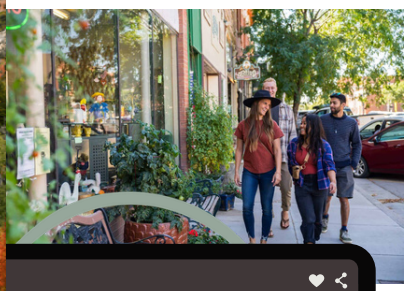
Design Portfolio





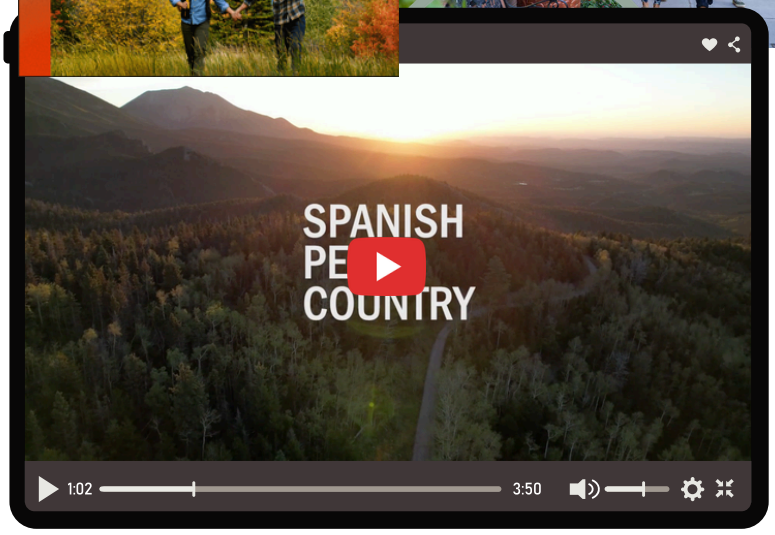












TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Public Works
ITEM #:	11.B
SUBJECT:	Presentation, Discussion & Possible Action Regarding Adoption of Resolution No. 2026-1999 Approving an Elected Fire Deterrent System Policy.

ITEM SUMMARY

This item is for discussion and possible action regarding a policy to establish guidance regarding the installation, permitting, ownership, operation, and financial responsibility associated with elected fire deterrent systems that connect to the City of Prescott water system.

BACKGROUND

In late 2024, the City of Prescott received a request from the Cathedral Pines Community Association (CPCA) to install a privately owned wildfire deterrent system that would connect to the City's potable water distribution system. The proposed system consisted of a privately owned underground water line and sprinkler network intended to increase moisture along the community's wildland interface during periods of elevated wildfire risk. Although the proposed system was not opposed by Fire Department personnel as a potential wildfire mitigation measure, it presented engineering, permitting, ownership, operational, and financial considerations that were not addressed by existing City policies or regulations.

Throughout 2024 and 2025, City staff worked collaboratively with representatives from CPCA to evaluate the proposal, including technical review of the water service connection, hydraulic impacts, backflow protection requirements, permitting, and long-term ownership responsibilities. During this process, additional questions arose regarding the applicability of development impact fees, meter sizing, maintenance responsibilities, operational oversight, and the distinction between privately elected wildfire deterrent systems and fire suppression systems required by City Code. Staff also recognized that similar requests could reasonably be expected from other neighborhoods, homeowner associations, and private property owners seeking to improve wildfire resilience.

The City's review demonstrated that while existing engineering standards adequately regulate required fire suppression systems and public water infrastructure, they do not provide guidance for privately owned, voluntary wildfire deterrent systems that utilize the municipal water system. As a result, City staff determined that a formal policy was necessary to establish consistent requirements applicable to all future proposals.

The proposed Elected Fire Deterrent System Policy establishes uniform standards governing the installation, permitting, ownership, operation, maintenance, and financial responsibility for privately owned wildfire deterrent systems connected to the City's water system. The policy also clearly distinguishes these voluntary systems from fire suppression systems required by City Code and confirms that elected systems remain private infrastructure owned, operated, maintained, and funded by the property owner or homeowners association. By establishing these requirements, the policy promotes consistency, protects the integrity of the City's water system, ensures equitable application of fees and permitting requirements, and provides a transparent framework for evaluating future requests.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2026-1999

ATTACHMENTS

1. Resolution No. 2026-1999 Elected Fire Deterrent Policy
2. Final Elected Fire Deterrent System POLICY 8-11-26
3. Congressman Crane Letter_Cathedral Pines
4. Cathedral Pines Association_Wildfire Suppression Presentation

RESOLUTION NO. 2026-1999

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT ("CITY") TO ADOPT AN ELECTED FIRE DETERRENT SYSTEMS POLICY; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott ("City"), desires to adopt an Elected Fire Deterrent Systems Policy, attached and incorporated herein as "Exhibit A"; and

WHEREAS, the Prescott City Code, as adopted through City Fire Code, regulates fire suppression systems intended to extinguish fires and may include, but is not limited to: automatic fire-extinguishing systems, fire hydrant networks, and other fire protection infrastructure required by building, fire, plumbing, or engineering codes; and

WHEREAS, private parties, including but not limited to, homeowner associations (HOAs), individual property owners, or groups of property owners, desire to build, manage, service, and maintain a private fire suppression system, and;

WHEREAS, private parties, including but not limited to, homeowner associations (HOAs), individual property owners, or groups of property owners require a City water service connection or meter to provide the water necessary for the elected system, and;

WHEREAS, such elected systems are not subject to, nor regulated by, the fire protection infrastructure required by building, fire, plumbing, or engineering codes, and;

WHEREAS, the City of Prescott does not currently have a policy for the installing, managing, servicing, and maintaining of a private fire suppression systems, and:

WHEREAS, the City desires to clarify the distinction between required fire suppression systems and privately elected systems, as well as ensure consistent application of City standards and fees for each, and;

WHEREAS, the Elected Fire Deterrent Systems Policy establishes the guidance regarding the installation, permitting, ownership, and financial responsibility associated with elected fire deterrent systems, and;

WHEREAS, the City will benefit from additional fire suppression systems throughout the City, and;

WHEREAS, it is in the best interests of the City to adopt the Elected Fire Deterrent System Policy.

ENACTMENTS:

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

Section 1. THAT the City hereby approves and adopts the City of Prescott Elected Fire Deterrent System Policy attached and incorporated herein as “Exhibit A”.

Section 2. THAT the Mayor and Staff are hereby authorized to execute and operate under the auspices of the City of Prescott the Elected Fire Deterrent Systems Policy 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:

_____
SARAH M. THORNHILL
City Clerk

APPROVED AS TO FORM:

_____
JOSEPH YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2026-1999 is a true, correct and accurate copy of Resolution No. 2026-1999, 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

City of Prescott
Public Works
433 N. Virginia St.
Prescott AZ 86301

Contact: Randy Perham, P.E., CFM
randy.perham@prescott-az.gov
(928) 777-1130 ext. 5028
www.prescott-az.gov

Policy on Elected Fire Deterrent Systems

Adopted by resolution on 8/11/2026

Purpose & Scope

The purpose of this policy is to establish guidance regarding the installation, permitting, ownership, operation, and financial responsibility associated with elected fire deterrent systems that connect to the City of Prescott water system. This policy clarifies the distinction between required fire suppression systems and privately elected systems and ensures consistent application of City standards and fees.

This policy applies to all privately owned elected fire deterrent systems proposed for installation within the City of Prescott that require a City water service connection or meter. This includes, but is not limited to, systems installed by homeowner associations (HOAs), individual property owners, or groups of property owners.

This policy does **NOT** apply to fire suppression systems that are required by City Code.

Definitions

A. Fire Suppression System - A fire suppression system is a public or private system that is mandated by City Code for residential, commercial, or industrial development. These systems are regulated by the adopted Fire Code and are intended to extinguish fires and may include, but are not limited to:

- Automatic fire-extinguishing systems (e.g. automatic sprinkler systems)
- Fire hydrant networks
- Other fire protection infrastructure required by building, fire, plumbing, or engineering codes

B. Elected Fire Deterrent System - An elected fire deterrent system is a privately owned and maintained system that is not required by City Code and is voluntarily installed to provide additional fire deterrence.

Policy

1. City Participation

The City of Prescott does not design, install, own, operate, or maintain elected fire deterrent systems. These systems are private improvements and are **NOT** part of the City's public water or fire protection infrastructure.

2. Permitting Requirements

A permit is required for any elected fire deterrent system that connects to the City water system or requires a City water meter.

a. Permit Type
Applicants shall obtain an Engineering (ENG) Permit through the Public Works Department. This will be an ENG – Grading & Utility Combo Permit.

b. Submittal Requirements
At a minimum, the permit application shall include:

- A site plan showing the proposed system layout.
- A Water Demand Technical Memorandum prepared by a qualified design professional that accurately identifies proposed system demands, sizes the requested water meter, and accounts for friction losses within the private system piping.

c. Review Authority
The City's review is limited to: Meter sizing, demand characterization, conformance with City standards for water service connections. Approval of a permit does **NOT** constitute City endorsement of system effectiveness, performance, or suitability for fire protection purposes.

3. Operation and Maintenance

All elected fire deterrent systems are privately owned, operated, and maintained.

a. Monitoring Responsibility
All owners of elected fire deterrent systems connected to the City water system shall designate a responsible individual to establish and maintain an EyeOnWater® account associated with the system's water meter. The City's smart meters provide usage data and allow users to receive leak and high-usage alerts. The designated individual shall regularly monitor the EyeOnWater® portal or mobile application to promptly identify leaks, unintended usage, or system malfunctions. Failure to monitor private system usage does not relieve the owner of responsibility for water consumption, leaks, or resulting charges.

b. Annual Testing

Owners of elected fire deterrent systems shall be required to perform an annual operational test to verify that the system is functioning and that no significant leaks or failures are present. Testing shall be completed each year (preferably in May) prior to the onset of elevated wildfire risk during the dry season.

c. Emergency Shutdown

The City reserves the right for emergency responders and water operations personnel to immediately shut down an elected fire deterrent system when, in the judgment of the Fire Department and Water Operations, the system is not providing beneficial fire deterrence and is adversely impacting the public water system hydraulics, pumping equipment, or storage facilities needed to support fire suppression in the surrounding area. Any actual or potential depletion of public water storage or degradation of system performance may result in a shutdown.

4. Costs and Fees

All costs associated with elected fire deterrent systems are the sole responsibility of the applicant or system owner, including but not limited to:

a. Construction Costs - Materials, labor, and installation of the private system.

b. Engineering and Design Costs - Design services may include system layout, flow demands, hydraulic calculations or modeling, and related technical analysis.

c. Permitting Fees - Applicable Engineering Permit application and review fees, as established in the City-wide Fee Schedule: https://prescott-az.gov/wp-content/uploads/2026/06/FIN-FY2027-Citywide-Fee-Schedule_Council-Adoption-20260629.pdf

d. Development Impact Fees (DIFs) - All projects are subject to applicable Water Service DIFs and Water Resource DIFs, based on the size of the water meter and actual system demand. https://prescott-az.gov/wp-content/uploads/2024/09/FIN-Current-v-Proposed-Impact-Fees-20240911.pdf

In the Water Demand Technical Memorandum, the designer may request upsizing the meter to limit frictional losses on the system. Meter upsizing to limit frictional losses will not result in an increase in DIFs.

Please note that DIFs are required by Arizona state law (A.R.S. § 9-463.05) to offset the proportionate cost of public infrastructure. As mandated by statute, applicable DIFs must be paid and cannot be waived, reduced, or forgiven by the City.

e. Ongoing Water Utility Charges - Monthly water bills shall be assessed in accordance with the City's adopted utility rate structure, including base rates and tiered water usage charges. https://prescott-az.gov/wp-content/uploads/2024/06/UtilityRates-Eff-07012024-Dec-2025-20240603.pdf

f. Equal Application of Fees - All elected fire deterrent system projects shall be treated consistently and equitably. No exemptions or fee waivers shall be granted based solely on the intended purpose of the system. Development Impact Fees and utility charges shall be assessed based on actual water demand and meter size.

5. Disclaimer

Approval of an elected fire deterrent system permit does not imply that the City has evaluated or approved the system's fire protection effectiveness, compliance with fire codes, or performance during wildfire or structural fire events. Property owners are encouraged to coordinate with the Prescott Fire Department and their insurance providers when considering installation of such systems. Additionally, the City assumes no responsibility or liability for the operation, maintenance, repair, or replacement of these systems.

ELI CRANE
2ND DISTRICT, ARIZONA

COMMITTEE ON
OVERSIGHT AND
GOVERNMENT REFORM

COMMITTEE ON
HOMELAND SECURITY

Congress of the United States
House of Representatives
Washington, DC 20515–0302

OFFICE LOCATIONS

307 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225–3361

122 NORTH CORTEZ STREET
SUITE 211
PRESCOTT, AZ 86301
(928) 286–5338

April 9, 2025

Mr. Karl Gehrke
Fire Grants Manager
Arizona Department of Forestry and Fire Management
1110 W. Washington Ave, Suite 500
Phoenix AZ, 85007

RE: Cathedral Pines Community Association Wildfire Suppression System Grant Application

Dear Karl Gehrke,

I write to express support for Cathedral Pines Community Association's FY25 application to The United States Department of Agriculture (USDA) Forest Service Community Wildfire Defense Grant Program (CWDG).

Cathedral Pines Community is located in the Wildland Urban Interface (WUI), which borders Prescott National Forest. With models predicting that 99% of the properties in Prescott, Arizona are at risk of being affected by wildfire over the next 30 years, there is a need to continue the work that has been done in the wake of devastating fires previously in the area to prevent future fallout from a wildfire event. This grant application represents the opportunity to implement and highlight a system that is critical to protecting residents within the Cathedral Pines Community. While proving in opportunity to develop further communication between various levels of firefighting agencies and the communities that they serve.

In the status quo, the community and surrounding area are at risk of ember spread from wildfires, impacting both Cathedral Pines and the adjacent mobile home park. This past year has made clear that there is a clear and ongoing need for a suppression system to be installed in the community. Utilizing 1,600 feet of trenched waterlines connected to efficient sprayer heads, positioned and designed to allow for between 180 and 320-degrees of water coverage. By mounting the sprayers in Ponderosa and on 4x4 treated wooden posts allows for the necessary wetting of the area to prevent catastrophic ember and subsequent wildfire spread.

If awarded, this funding will go toward the development of a community saving wildfire prevention device and program that will assist local fire assets in combating wildfire spread, while also providing future cost saving measures. The cost of the fire wise mitigation materials and strategy is 23 times cheaper than the cost to fight a wildfire. Being at the footsteps of National Parks and situated around other vulnerable communities it is critical to ensure that communities begin to develop protective measures to assist in the prevention of wildfire spread.

We request that you give Cathedral Pines Community Association's request full and fair consideration, within applicable laws and regulations. Thank you for your consideration.

PRINTED ON RECYCLED PAPER

Sincerely,



Eli Crane
Member of Congress

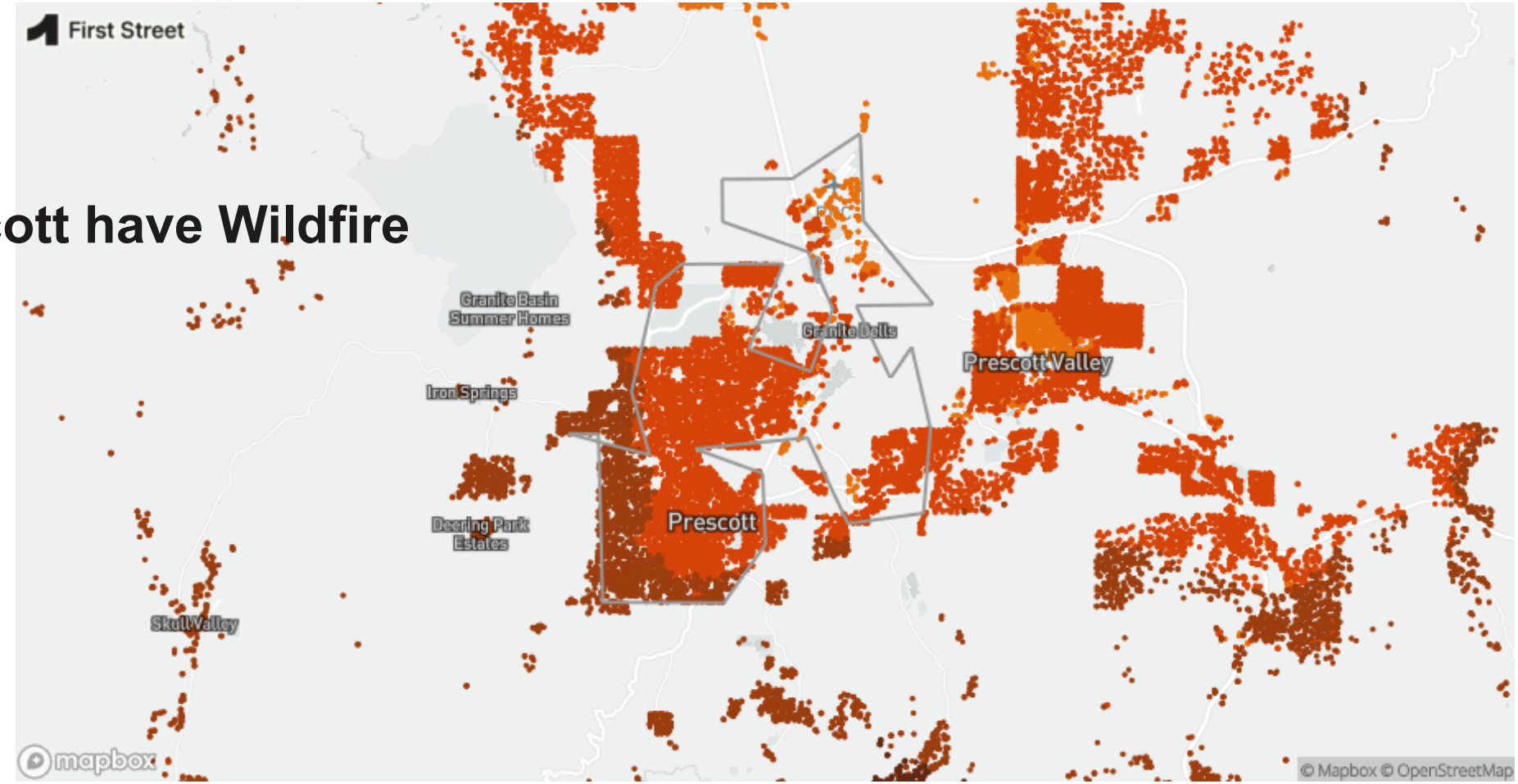
Wildfire Suppression System Overview

Cathedral Pines Community Association (CPCA) –
a Wildland Urban Interface Community
May 13, 2025

A FIRE MITIGATION PROJECT

There are **29,423 properties** in **Prescott** that have some risk of being affected by wildfires over the next 30 years. This represents **99%** of all properties in Prescott. (ref: https://firststreet.org/city/prescott-az/457380_fsid/fire)

Does Prescott have Wildfire Risk?



Indian Fire threatened Prescott in May 2002

"***Stand Made At Cathedral Pines***

As the Indian Fire grew and continued to torch, crown out and spot ahead, plans were made to evacuate and protect the Cathedral Pines subdivision, which was in the path of the fire. The structure protection group, consisting of PFD and CYFD units, was moved into Cathedral Pines and took up a position that put the group where crews would soon be actively fighting fire".



It was the type of fire, a wildland/urban interface fire, which had been predicted by firefighters over the years



Thick combustable woodland & brush mixed in Mobile Home Park & CPCA Hillside

BRUSH & TREES PROVIDE TINDER FOR A WILDFIRE TO TRAVEL UP THE STEEP TERRAIN TO THE CATHEDRAL PINES COMMUNITY

(border between CPCA & Prescott Pines Mobile Home Resort) –

BEFORE MITIGATION IN APRIL 2025





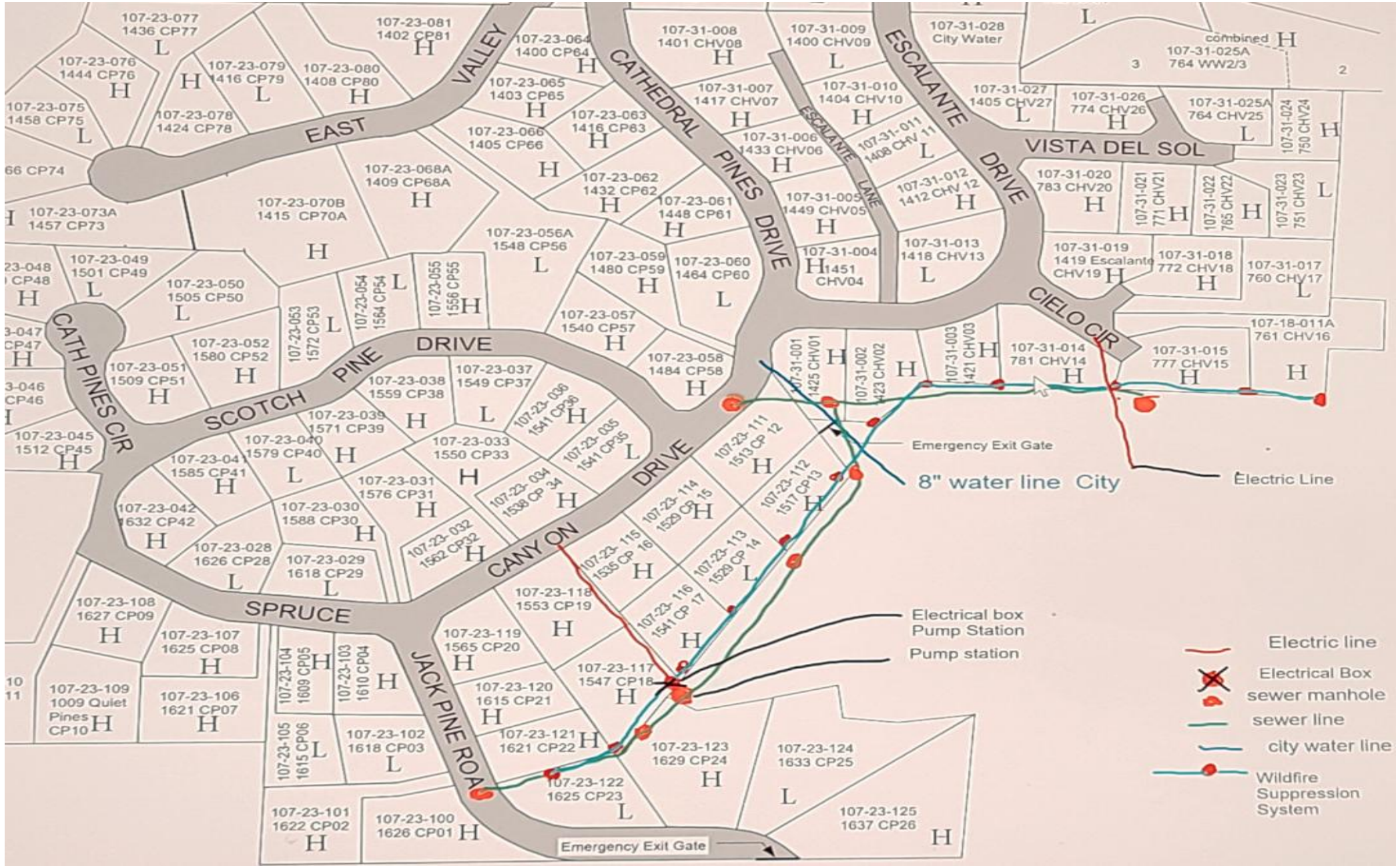
Wildfire Suppression System – why?

- **Raises humidity to reduce oxygen, which helps to extinguish a blowing ember storm & slow down the 'beast'**
- Provides more time for fire fighters to attend to priorities
- Help save lives of the firefighters who do all that they can to save our lives and homes
- Influence Insurance Companies to maintain insurability

- 2018 was rated the 8th worse year for wildfires in the USA
  - 8.5 million acres were destroyed
  - Over half a million people were evacuated
  - Loss of life was over 100 people including firefighters

Wildfire Suppression System – what is it?

- This is an important **Fire Mitigation** tool for all firefighters
- 1,700 feet long sprinkler system with 22 sprinklers
  - Runs along SE to SW between CPCA & Prescott Pines Mobile Home Resort
- Sprinkler system will be turned on at the first sign of an ember storm that threatens Cathedral Pines & the City
  - The national forest recommends a minimum of 2“ of water be laid down ahead of the wildfire
- System has been designed for ease of maintenance with standard parts



Utility Easements and buried water line

Wildfire Suppression System Design

- 22 Sprinklers will be mounted on Ponderosa Pines at 6-8 ft or 4x4” treated posts for 180 – 320-degree spray coverage
- Mechanical Sprinklers will use between 2.5 and 3 gpm
  - 2 hours of operation will spray ~8,700 gallons of water
- Steady water spray shown to reach out to ~52 feet with >100 feet diameter
- Adequate water supply & pressure present for 2 hours of required spray
- This system has been used in Yosemite National Park, and during the Mayer Fire. PFD also has a mobile unit (bladder). This technology is being used around the world



- **Sprays 52 ft, >100 ft** diameter with an overlapping spray
- Mount on Ponderosa Pines and **stationary posts**

Responsibility of operational system:

- City will install City's 2" meter installed on 8" water line
- CPCA Firewise team will test system annually each spring to ensure 100% operational + turn on when community is threatened
- Firefighters will be trained on this system
- Cathedral Pines is responsible for maintenance & costs

Condensed Project Timeline of taskings

- Overall system design has been simplified - COMPLETE
- Utility & Property Easements have been surveyed and defensible space mitigated - COMPLETE
- Working with public works dept for engineering approval
  - Also requires Operational & Maintenance Schedule – IN PROCESS
  - Required prior to city permit application
- USDA Grant Funding for installation – IN PROCESS





BEFORE DEFENSIBLE SPACE PROJECT in April 2025

AFTER DEFENSIBLE SPACE PROJECT in May 2025





WATERLINE PATH -- BEFORE and NOW



READY FOR THE INSTALLATION OF THIS FIRE MITIGATION SYSTEM

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Public Works
ITEM #:	11.C
SUBJECT:	Presentation, Discussion & Possible Action Regarding an Update on the Police Substation & Property/Evidence Facility Project, as Well as Site Development Options.

ITEM SUMMARY

This item is a project update for the Mayor and Council related to the development of the Police Department substation and property/evidence facility. The 30% Schematic Design (SD) and site development plan of the project is currently in progress. Hillside impacts and their associated costs require direction from Council to proceed. Two (2) site development options were developed for discussion and consideration. The location of the project is shown on the attached vicinity map, Exhibit A.

BACKGROUND

The project generally consists of the design and construction of a new multi-functional Police facility that will meet the Police Department's current needs and provide reasonable additional space for growth, to consolidate multiple operations currently spread across various inadequate existing facilities, and to centralize these operations. The new facility will include a property and evidence storage warehouse, K9 and animal control accommodations with training yard, motors, a patrol substation, large vehicle storage for SWAT vehicles and the Mobile Command Post, and a secure vehicle storage area for impounded vehicles held as property or evidence. The site will also accommodate future phases, including a crime lab and an indoor shooting range. In order to combine these police services into one location, which improves the efficiency of construction and operation, it was determined that an approximately seven (7) acre site would be needed. A key component to choosing the site is that it is centrally located to SR69, SR89, and SR89A in order to reduce police response times.

Staff evaluated seven (7) sites for the new multi-functional police facility - see attached Site Evaluation, Exhibit B. The City purchased a 7.5-acre property from Yavapai County on the north side of the roundabout where Prescott Lakes Parkway intersects with the (proposed) Storm Ranch Parkway or the former Sundog Connector Roadway. The location was selected based on Police response times, proximity to the Yavapai County Justice Center, and adequate size for the department's needs currently and in the future.

Purchase of the property was approved by the County Board of Supervisors, and Ordinance No. 2025-1906 was adopted by Prescott City Council on October 14, 2025.

The centralization of the police operations building will eliminate the need to expand the existing downtown police headquarters building. The cost savings realized from not expanding the existing downtown police station will be used for the centralization of police services at the new facility.

Approximately $2 million has been identified to renovate the existing downtown facility following the relocation of patrol operations and the property and evidence functions. These renovations will reconfigure the remaining spaces to better support ongoing operations. No additional funds are being requested for police facilities.

Arrington Watkins was awarded a design services contract at the October 14, 2025, Council meeting. Facility tours and design programming meetings were held in December 2025. Design programming was confirmed and refined and the first site layout meeting was held in January 2026. Site layout, interior floor plans, and exterior elevation designs were confirmed in May. The 30% Schematic Design (SD) was completed in July 2026. The city anticipates completing the design in February 2027. The design schedule is available as an attachment, Exhibit C.

Willmeng Construction was awarded a Construction Manager at Risk (CMAR) pre-construction Guaranteed Maximum Price (GMP) contract for pre-construction services at the July 15, 2026, Council meeting. As part of pre-construction services, Willmeng Construction will collaborate with Arrington Watkins Architects and City staff throughout the remainder of design. Using a CMAR for pre-construction services bridges the gap between design and construction, providing market-driven estimating and value engineering opportunities. The CMAR will act as a key consultant during design to assist in optimizing budgets, schedules, and constructibility.

Before design and pre-construction services are complete, the City and Willmeng Construction may negotiate a construction services Guaranteed Maximum Price (GMP #2) contract for Council approval.

Construction is anticipated to occur in phases, with the initial phase consisting of the new centralized multipurpose police facility, followed by future phases for a crime lab and indoor shooting range. The city anticipates starting construction GMP #2 in late spring 2027.

The project design team has created two (2) site development options.

Option A fits on the currently city-owned 7.5 acres of property previously purchased from Yavapai County. A site plan of this site option is available on Exhibit D and a rendering is available on Exhibit E. The design team fit all scope of work on the property, including a main building housing the substation and property/evidence storage, a large vehicle storage building, a property yard, a K9 training yard, and parking. To fit these uses on the property and maintain the required code required setbacks, the design team used multiple stacks of retaining walls, whose design complies with city retaining wall requirements and height limitations. This site has significant grade changes and several finish floor elevations which require the use of retaining walls.

Option B is an expanded site which includes the purchase of an additional adjacent 8.72-acres from Yavapai County, for an anticipated $1.5M. When the original parcel was purchased, Yavapai County gave first right of refusal to the city for the remaining 8.72 acres of this site. A site plan of this site option is available on Exhibit F and a rendering of the site is available on Exhibit G. Rather than strictly using retaining walls to create a usable site, this option uses the expanded property and requires more earthwork to cut and fill a usable site higher up the hill. Some retaining walls will still be necessary to allow lower grade slopes to be used, but there are fewer, and they can be more easily hidden by landscaping. By reducing the retaining walls and using earthwork to create cut and fill slopes around 3-to-1, the new slopes can be revegetated to better blend in with the natural surrounding hill landscaping. The larger site also helps reduce the change in grade across the building area, which lessens the slope and reduces the number of different finish floor elevations across the site, making it more convenient for site access and operations. The larger site and more gentle slopes may allow the facility layout to be better optimized and may provide greater opportunity for future expansion.

The 30% cost estimates from the design team suggested retaining walls might be more expensive than earthwork to prepare a suitable site. After the CMAR was added to the project team, their cost estimate suggested retaining walls might be cheaper than earthwork to create an appropriate

building area. Based on the cost uncertainty and aesthetic differences between retaining walls and earthwork slopes, the city requested the design team create preliminary site designs that included necessary grading and code-compliant retaining walls, so the design team's estimating consultant and the CMAR could provide the most comprehensive cost estimates.

Site development cost estimates from the design team (Abacus) and the CMAR (Willmeng) are available on Exhibits H and I. Pricing from the cost estimates are referenced below.

Option A consists of less earthwork and includes 100,000 cubic yards (CY) of onsite cut and fill, assuming a balanced site where no haul off or import is needed. The cost of the earthwork is $1,200,000. Option A uses a total of 55,300 square feet (SF) of retaining walls. The cost of the retaining walls is $4,680,850. The total site preparation cost to prepare the site for development, including general conditions, but which does not include utilities, storm water management, hardscape surfaces, or landscaping, is $7,988,406. Option A's use of retaining walls allows for a more compact site but provides less opportunity for landscaping, may be more visible from Prescott Lakes Parkway, and creates a multi-stepped site.

Option B consists of more earthwork and includes 231,000 CY of cut and fill, assuming a balanced site where no haul off or import is needed. The cost of the earthwork is $2,483,250. Option B uses a total of 23,000 SF of retaining walls. The cost of the retaining walls is $1,889,000. The total site preparation cost to prepare the site for development, including general conditions, but which does not include utilities, storm water management, hardscape surfaces, or landscaping, is $6,208,353. In addition to site development costs, this option will also include the cost of purchasing the additional property for $1.5M. Option B's purchase of additional property and primary use of grading and less retaining walls, allows the facility to be placed further from the Prescott Lakes Parkway, provides a greater opportunity for landscaping, may blend in better with the natural surroundings of the adjacent hillsides, and creates a flatter site.

FINANCIAL IMPACT

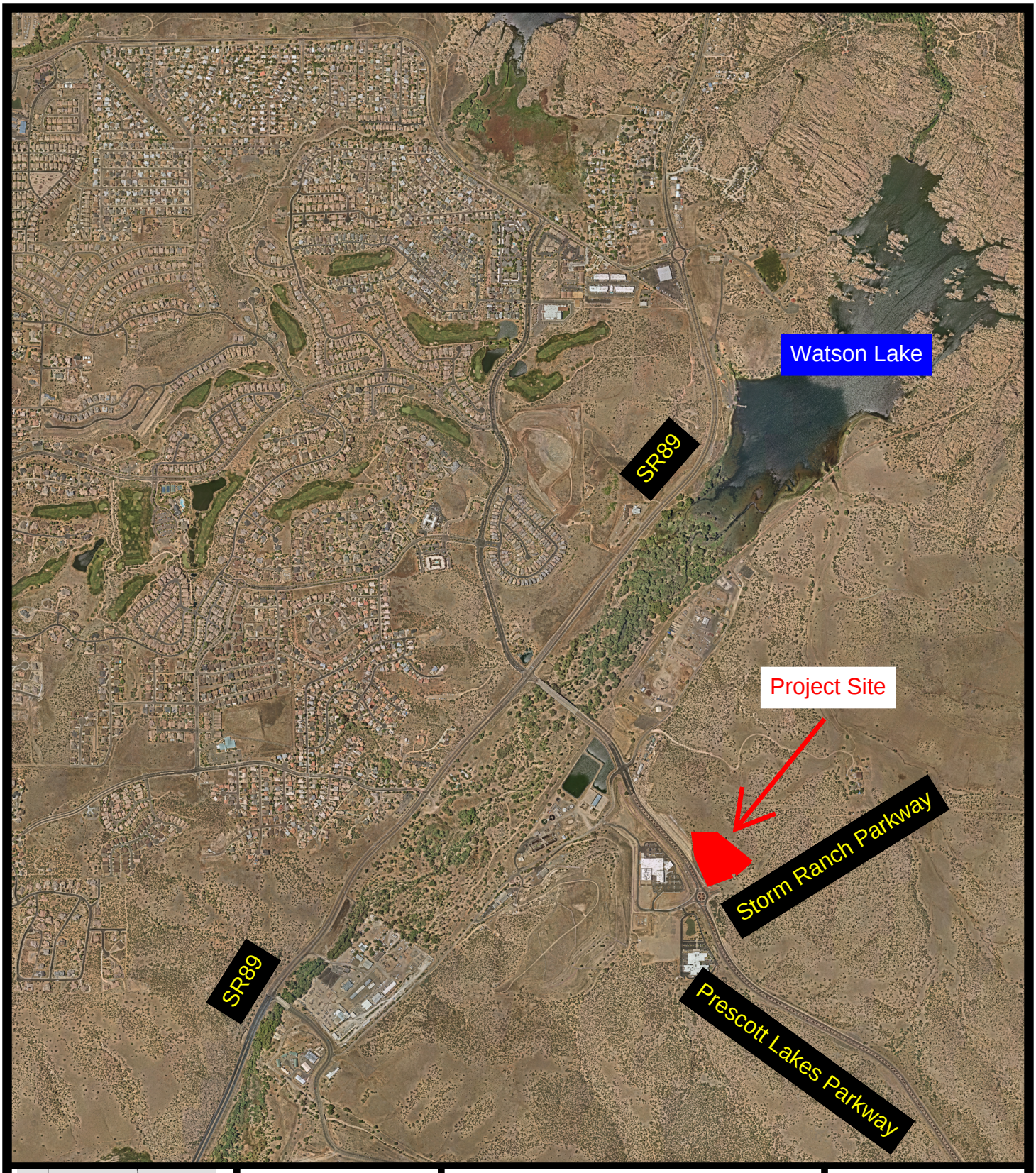
This project is funded from the voter-approved Proposition 478 dedicated sales tax. The site development cost estimates for comparing Option A and B will be presented.

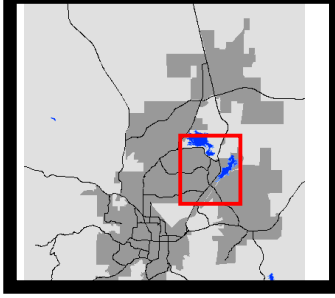
RECOMMENDED ACTION

MOVE to approve Option A or Option B as presented today

ATTACHMENTS

1. Exhibit A - Vicinity Map
2. Exhibit B - Site Evaluation
3. Exhibit C - Design Schedule
4. Exhibit D - Site Plan Option A
5. Exhibit E - Site Rendering Option A
6. Exhibit F - Site Plan Option B
7. Exhibit G - Site Rendering Option B
8. Exhibit H - Design Site Development Cost Estimate
9. Exhibit I - CMAR Site Development Cost Estimate
10. Police Substation and Property Facility Presentation





CITY OF PRESCOTT ARIZONA

Police Substation and Property/Evidence Facility

This map is a product of The City of Prescott

0' 1" = 1800'

scott.balck, 2026-03-04 16:28:31

This document is a graphic representation only of best available sources.
The City of Prescott assumes no responsibility for any errors.

Police Evidence & Substation Facility - Site Evaluation

Evaluation Criteria	Site 1 105-04-011M	Site 2 105-04-003D	Site 3 105-04-026	Site 4 106-01-058C	Site 5 102-06-208A/F	Site 6 102-06-005H	Selected Site 105-06-005J
Location Description	Corner of Prescott Lakes Parkway & Sundog Ranch Rd	Northwest corner of Prescott Lakes Parkway & SR89	Adjacent to Adult Center on Rosser Street	Northwest corner of Phippen roundabout	SR89A & Larry Caldwell Drive	East of Heights Church; across from Site 5	Prescott Lakes Parkway
Acres	5.33 (minus drainage)	8.44	9-11 (account for drainage)	2	~11 (two lots combined)	~4.5 (approximate)	7.5
Adequate Size	No	Yes	Yes	No	Yes	No	Yes
Ownership	City Owned	Private Owned	City Owned	Private Owned	Private Owned	Private Owned	Purchased from Yavapai County
Purchase Required	No	Yes	No	Yes	Yes	Yes	Yes
Purchase Price	N/A	Unknown	N/A	$220,000	$3,000,000	Unknown	$1,500,000
Topography Considerations	Minimal	Severe	Moderate - Severe	Moderate	Minimal	Moderate	Moderate - Severe
Drainage Constraints	Severe	Moderate	Severe	Minimal	Minimal	Mild	Moderate
Residential Compatibility	Good	Residential proximity concern	Residential proximity concern	None	None	Mild	None
Security Concerns	Proximity to traillhead	Neighboring parcels	Risk due to elevation; site visibility	Minimal	Minimal	Backs to SR89A	Minimal
Regional Highway Access	Good	Good	Fair	Good	Poor	Poor	Excellent for response map
Justice Center Proximity	Good	Good	Poor	Poor	Very Poor	Very Poor	Excellent
Downtown PD Proximity	Good	Good	Central	Poor	Very Poor	Very Poor	Very Good
Public Access	Good	Good	Fair to Good	Fair	Very Poor	Very Poor	Good
Emergency Response Time	Good	Good	Fair	Poor	Poor	Poor	Excellent
Primary Consideration	Insufficient size; recommended for future Fire Station 76	Topography & nearby residential concerns	Drainage, residential proximity, & security concerns	Insufficient size; recommended for future Fire Station 73	Highest acquisition cost; less favorable response times	Insufficient size; security & response time concerns	Selected

Notes: Matrix compiled from the Site Evaluation narrative in the Council agenda packet.
Format is intended for Council use; ratings are subjective.

POLICE EVIDENCE AND SUBSTATION FACILITY

Evaluation Regarding the Purchase of Parcel 105-06-005J

This evaluation explains the methodology used in selecting and purchasing the 7.5-acre parcel along Prescott Lakes Parkway, now known as APN 105-06-005J. The property was purchased by the City of Prescott following a unanimous vote of the Prescott City Council on October 14, 2025. The physical address of the parcel is 1201 Prescott Lakes Parkway, Prescott, Arizona 86301.

In selecting a location for the future Police Evidence Facility and Police Substation, staff evaluated several sites to determine which could best meet the current and future needs of the Police Department. Staff determined that a minimum of seven acres would be required to accommodate the evidence facility, substation, vehicle impound yard, K-9 kennels, adequate staff and public parking, and potential future expansion, including space for a future indoor shooting range. In addition to parcel size, staff considered acquisition cost, site constraints, emergency response times, accessibility, proximity to the Yavapai County Criminal Justice Center, public access, long-term operational needs, and future expansion potential when evaluating each site. The following sites were evaluated as potential locations.



Site 1 – Parcel 105-04-011M

This site is located at the corner of Prescott Lakes Parkway and Sundog Ranch Road. This City-owned parcel contains approximately 5.33 developable acres after accounting for drainage constraints. While staff considered the site, it was ultimately determined to be too small to accommodate the proposed facility. It was later determined that the property would be better suited for the future location of Fire Station 76. The Prescott Fire Department supported this recommendation due to the site's close proximity to its training facility and favorable emergency response modeling.



Site 2 – Parcel 105-04003D

This site is located at the northwest corner of Prescott Lakes Parkway and SR89. At 8.44 acres, the parcel met the minimum size requirement. However, it was not selected due to severe topographical constraints. Staff also preferred not to locate the facility in close proximity to residential neighborhoods. Because the substation will be staffed by police officers and emergency vehicles, locating the facility adjacent to residential development would result in several negative impacts such as noise, increased traffic and other operational impacts associated with a 24-hour operation. Drainage constraints further limited the site's development potential and would increase the cost of the project.

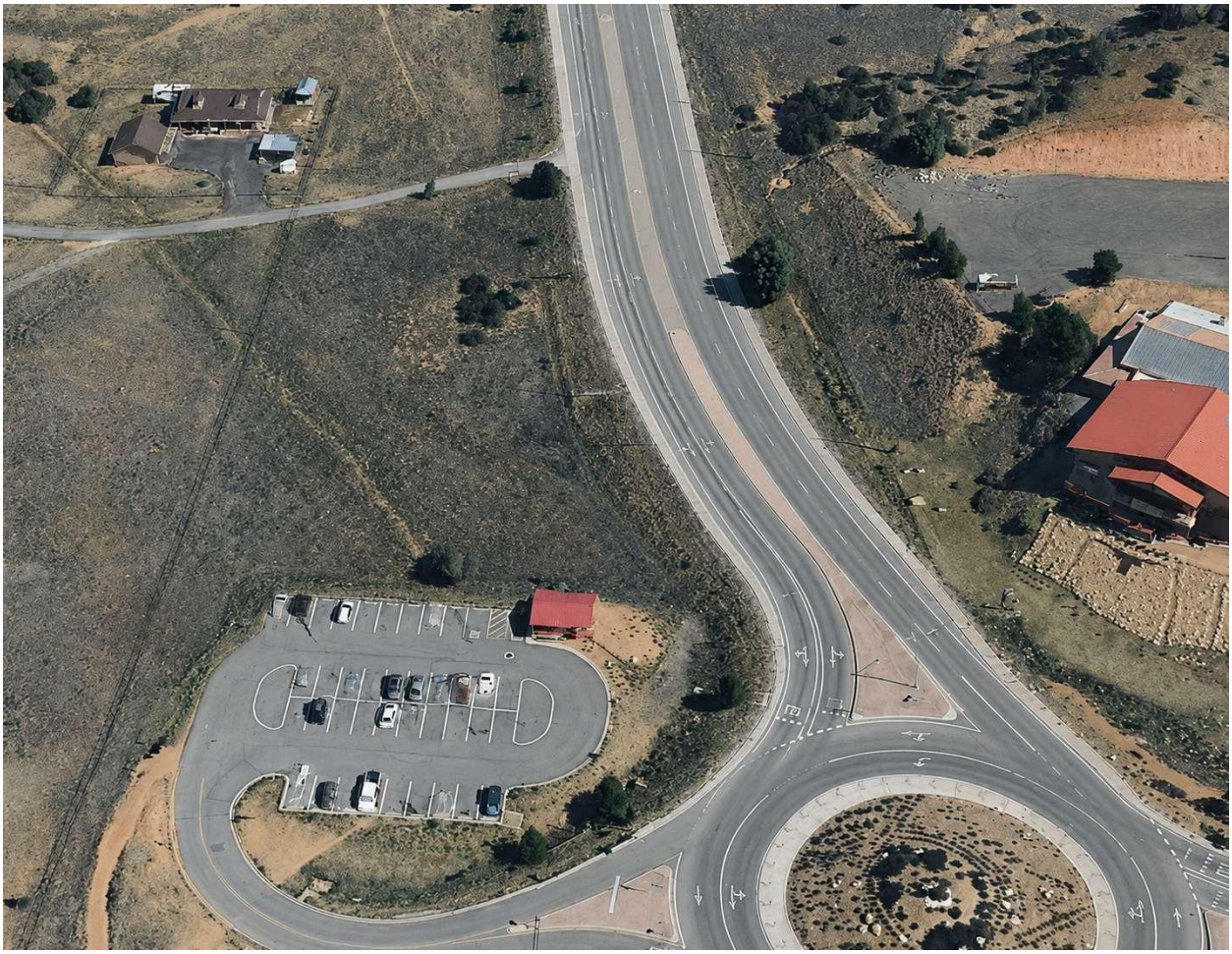


Site 3 – Parcel 105-04-026

This City-owned parcel is located adjacent to the Adult Center on Rosser Street. Because the property was already owned by the City and offered a somewhat central location, it received serious consideration during the evaluation process.

After further analysis, however, staff determined the site was not appropriate for the proposed facility. Like Site 2, it is surrounded on all four sides by residential neighborhoods, creating similar noise, traffic, and 24-hour operational impacts resulting in compatibility of use concerns. The site also has topographical challenges and significant drainage issues. In 2014, the City invested approximately $1.2 million to mitigate stormwater runoff through this parcel. Additional infrastructure improvements would be necessary to accommodate the proposed facility as the drainage still operates partially in open ditch.

The proximity of neighboring residential properties, many located significantly above or below the site, also creates security concerns related to the storage of evidence and impounded property. Based on these factors, the site was not recommended.



Site 4 – Parcel 106-01-058C

This privately owned parcel is located at the northwest corner of the Phippen roundabout and consists of approximately 2 acres, making it too small to accommodate the proposed Police Evidence Facility and Substation. Although the site was centrally located and offered good regional highway access, staff determined it would be better suited as the future location of Fire Station 73 due to its smaller size.



Site 5 – Parcels 102-06-208A and 102-06-208F

Located near SR89A and Larry Caldwell Drive, these two parcels combined are approximately 11 acres. The sites include existing drainage infrastructure that will have to be moved and/or rebuilt, but they have minimal topography challenges. This site would have been suitable from a development standpoint. However, several factors made this location less desirable.

The acquisition cost was approximately $3 million, representing the highest acquisition cost of all sites evaluated. Emergency response modeling indicated less favorable response times. Access to SR89A or points south of this location would require using Larry Caldwell Drive and then going through the signalized intersection at SR89. Traffic congestion at the signal or signal timing will result in delayed response times. Collectively, these factors made the site less desirable.



Site 6 – Parcel 102-06-005H

This site is located just across SR89A from Site 5, immediately east of Heights Church. It presented many of the same operational challenges as Site 5 related to access and delayed response times. The parcel was not large enough to accommodate the proposed facility and, like Site 5, also resulted in less favorable emergency response times. In addition, because the site backs directly to SR89A, staff identified security concerns associated with the storage of evidence and impounded property. Based on these considerations, the site was not recommended.



Selected Site – Parcel 105-06-005J

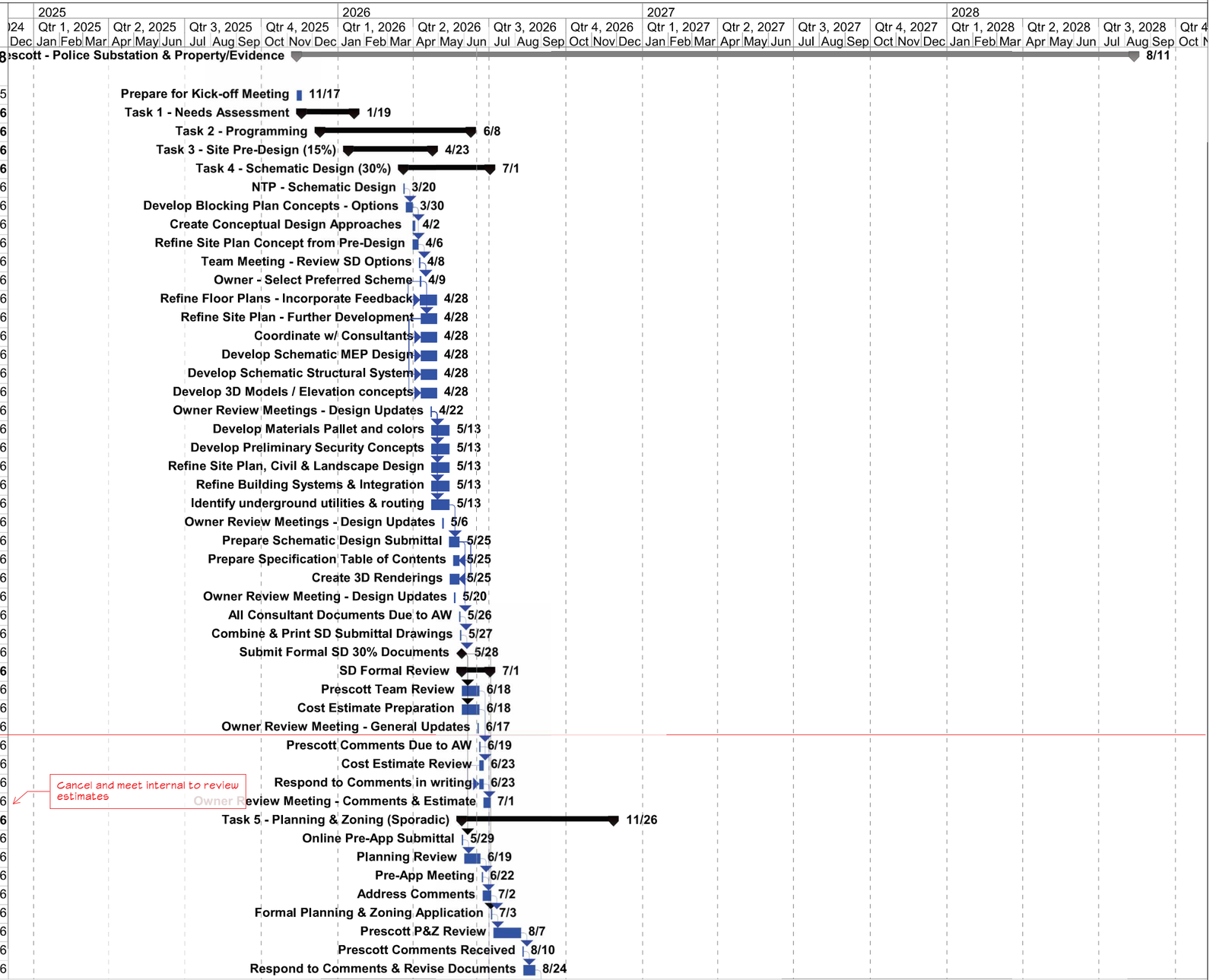
This 7.5-acre parcel is located along Prescott Lakes Parkway at 1201 Prescott Lakes Parkway, adjacent to the Yavapai County Criminal Justice Center. After evaluating the available sites, staff determined that APN 105-06-005J provided the best overall balance of accessibility, response times, operational impacts, future expansion potential, and long-term functionality to support the Department's operational needs.

The parcel meets the Department's current operational needs while providing adequate room for future expansion on the remaining acreage. Its location offers convenient access to both State Routes 69, 89, and 89A resulting in shorter emergency response times compared to the other sites evaluated. Its adjacency to the Yavapai County Criminal Justice Center also provides operational efficiencies for the Department.

In addition, the location allows the substation to effectively serve central, north, and east Prescott while minimizing travel time for members of the public retrieving impounded vehicles or other personal property. Impacts to adjoining properties are minimized due to the site's topography and surrounding land uses, resulting in reduced operational impacts.

Based on the evaluation, staff concluded that APN 105-06-005J best supports the Police Department's current operational needs while providing the greatest opportunity for future growth and long-term operational efficiency.

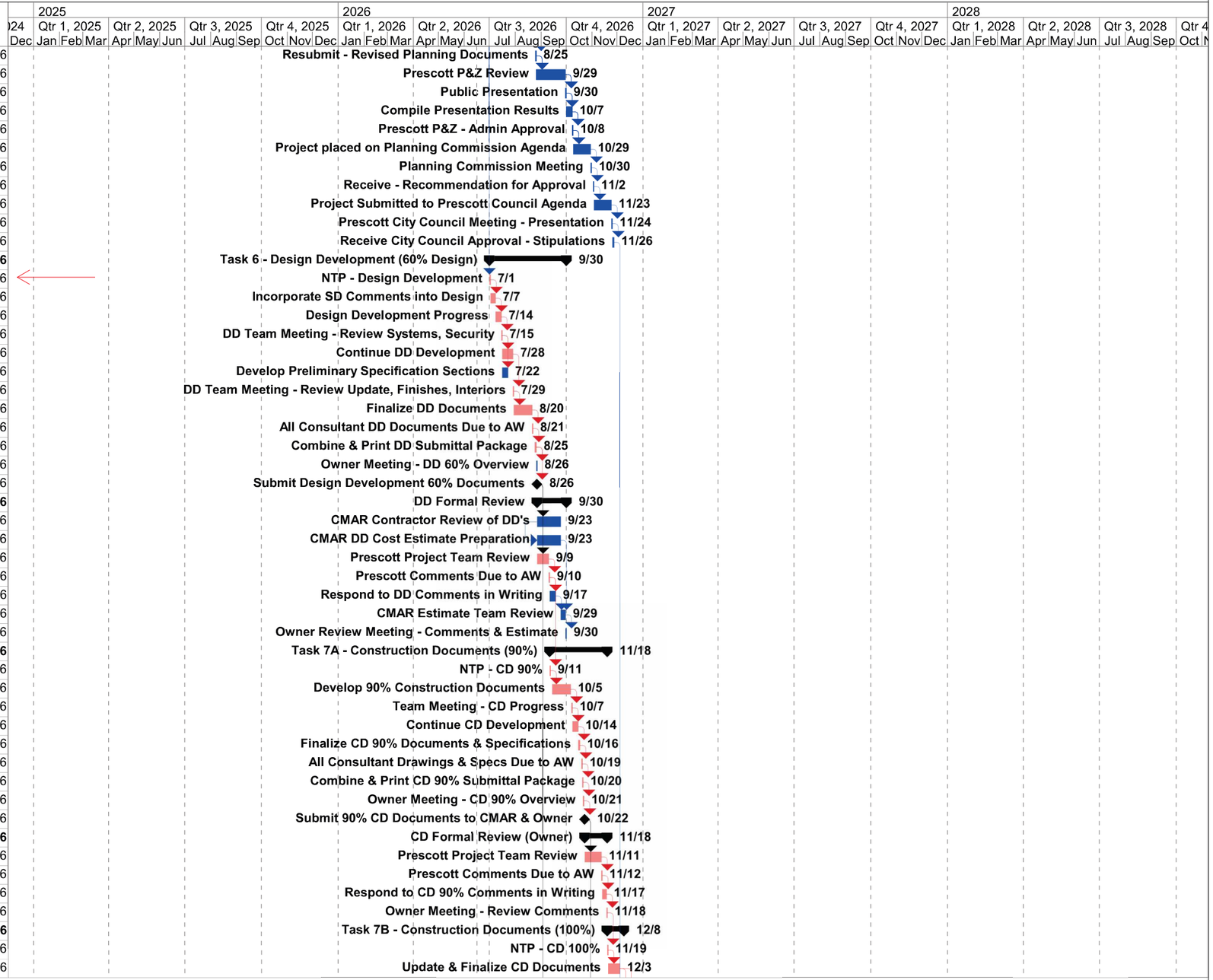
ID	Task Name	Duration	Start	Finish
0	**Schedule Prescott - Police Substation & Property/Evidence**	**718 days**	**Wed 11/12/25**	**Fri 8/11/28**
1	Prepare for Kick-off Meeting	4 days	Wed 11/12/25	Mon 11/17/25
2	**Task 1 - Needs Assessment**	**45 days**	**Tue 11/18/25**	**Mon 1/19/26**
21	**Task 2 - Programming**	**129 days**	**Wed 12/10/25**	**Mon 6/8/26**
34	**Task 3 - Site Pre-Design (15%)**	**73 days**	**Tue 1/13/26**	**Thu 4/23/26**
74	**Task 4 - Schematic Design (30%)**	**74 days**	**Fri 3/20/26**	**Wed 7/1/26**
75	NTP - Schematic Design	1 day	Fri 3/20/26	Fri 3/20/26
76	Develop Blocking Plan Concepts - Options	6 days	Mon 3/23/26	Mon 3/30/26
77	Create Conceptual Design Approaches	3 days	Tue 3/31/26	Thu 4/2/26
78	Refine Site Plan Concept from Pre-Design	5 days	Tue 3/31/26	Mon 4/6/26
79	Team Meeting - Review SD Options	1 day	Wed 4/8/26	Wed 4/8/26
80	Owner - Select Preferred Scheme	1 day	Thu 4/9/26	Thu 4/9/26
81	Refine Floor Plans - Incorporate Feedback	14 days	Thu 4/9/26	Tue 4/28/26
82	Refine Site Plan - Further Development	13 days	Fri 4/10/26	Tue 4/28/26
83	Coordinate w/ Consultants	13 days	Fri 4/10/26	Tue 4/28/26
84	Develop Schematic MEP Design	13 days	Fri 4/10/26	Tue 4/28/26
85	Develop Schematic Structural System	13 days	Fri 4/10/26	Tue 4/28/26
86	Develop 3D Models / Elevation concepts	13 days	Fri 4/10/26	Tue 4/28/26
87	Owner Review Meetings - Design Updates	1 day	Wed 4/22/26	Wed 4/22/26
88	Develop Materials Pallet and colors	15 days	Thu 4/23/26	Wed 5/13/26
89	Develop Preliminary Security Concepts	15 days	Thu 4/23/26	Wed 5/13/26
90	Refine Site Plan, Civil & Landscape Design	15 days	Thu 4/23/26	Wed 5/13/26
91	Refine Building Systems & Integration	15 days	Thu 4/23/26	Wed 5/13/26
92	Identify underground utilities & routing	15 days	Thu 4/23/26	Wed 5/13/26
93	Owner Review Meetings - Design Updates	1 day	Wed 5/6/26	Wed 5/6/26
94	Prepare Schematic Design Submittal	8 days	Thu 5/14/26	Mon 5/25/26
95	Prepare Specification Table of Contents	5 days	Tue 5/19/26	Mon 5/25/26
96	Create 3D Renderings	7 days	Fri 5/15/26	Mon 5/25/26
97	Owner Review Meeting - Design Updates	1 day	Wed 5/20/26	Wed 5/20/26
98	All Consultant Documents Due to AW	1 day	Tue 5/26/26	Tue 5/26/26
99	Combine & Print SD Submittal Drawings	1 day	Wed 5/27/26	Wed 5/27/26
100	Submit Formal SD 30% Documents	1 day	Thu 5/28/26	Thu 5/28/26
101	**SD Formal Review**	**24 days**	**Fri 5/29/26**	**Wed 7/1/26**
102	Prescott Team Review	15 days	Fri 5/29/26	Thu 6/18/26
103	Cost Estimate Preparation	15 days	Fri 5/29/26	Thu 6/18/26
104	Owner Review Meeting - General Updates	1 day	Wed 6/17/26	Wed 6/17/26
105	Prescott Comments Due to AW	1 day	Fri 6/19/26	Fri 6/19/26
106	Cost Estimate Review	3 days	Fri 6/19/26	Tue 6/23/26
107	Respond to Comments in writing	3 days	Fri 6/19/26	Tue 6/23/26
108	Owner Review Meeting - Comments & Estimate	6 days	Wed 6/24/26	Wed 7/1/26
109	**Task 5 - Planning & Zoning (Sporadic)**	**130 days**	**Fri 5/29/26**	**Thu 11/26/26**
110	Online Pre-App Submittal	1 day	Fri 5/29/26	Fri 5/29/26
111	Planning Review	15 days	Mon 6/1/26	Fri 6/19/26
112	Pre-App Meeting	1 day	Mon 6/22/26	Mon 6/22/26
113	Address Comments	8 days	Tue 6/23/26	Thu 7/2/26
114	Formal Planning & Zoning Application	1 day	Fri 7/3/26	Fri 7/3/26
115	Prescott P&Z Review	25 days	Mon 7/6/26	Fri 8/7/26
116	Prescott Comments Received	1 day	Mon 8/10/26	Mon 8/10/26
117	Respond to Comments & Revise Documents	10 days	Tue 8/11/26	Mon 8/24/26



Project: Schedule Prescott - Police Substation & Property/Evidence
Date: Tue 6/16/26

Task	External Tasks	Duration-only	External Tasks		Deadline		
Split	External Milestone	Manual Summary Rollup	External Milestone				
Milestone	Inactive Milestone	Manual Summary	Critical				
Summary	Inactive Summary	Start-only	Critical Split				
Project Summary	Manual Task	Finish-only	Progress				

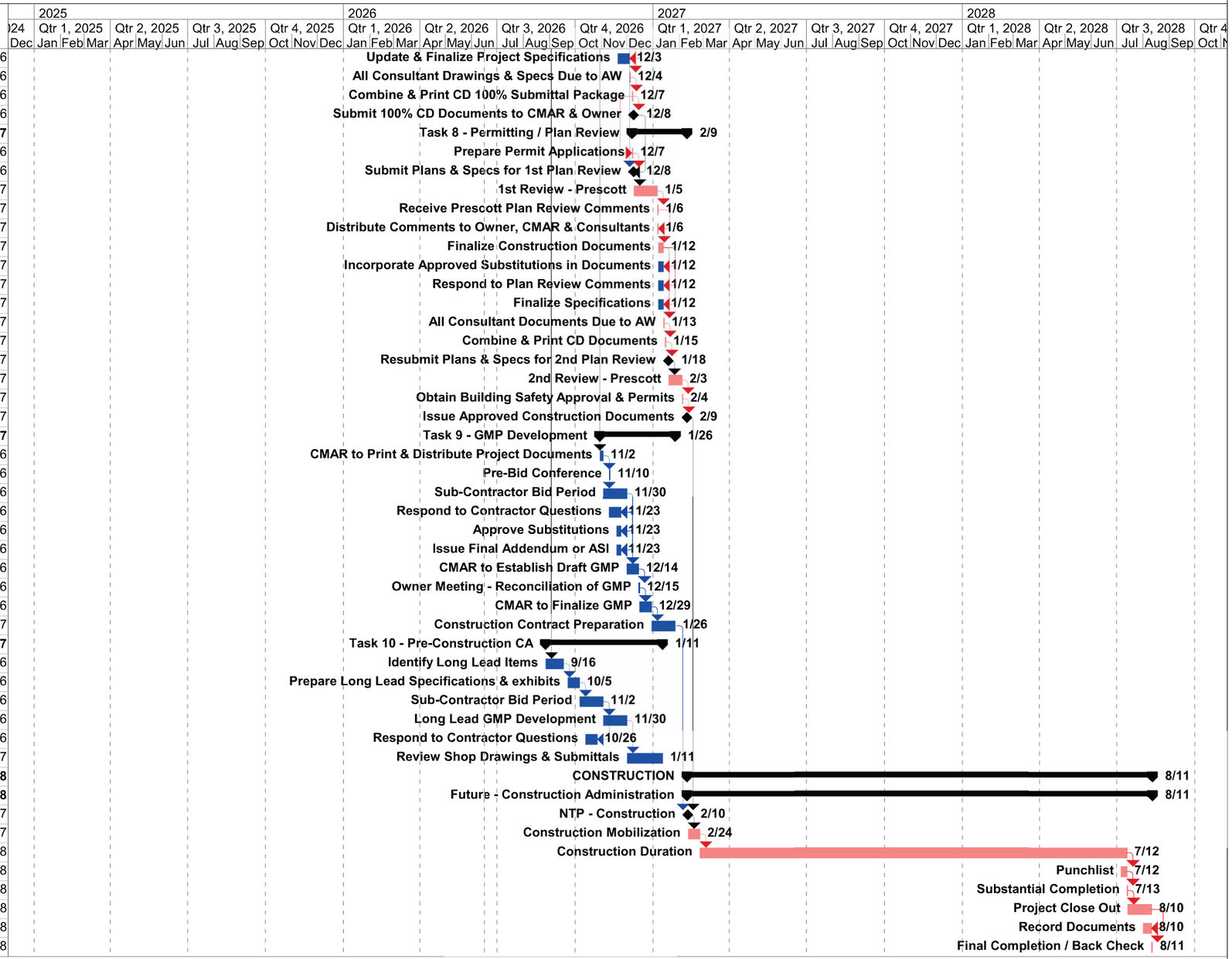
ID	Task Name	Duration	Start	Finish
118	Resubmit - Revised Planning Documents	1 day	Tue 8/25/26	Tue 8/25/26
119	Prescott P&Z Review	25 days	Wed 8/26/26	Tue 9/29/26
120	Public Presentation	1 day	Wed 9/30/26	Wed 9/30/26
121	Compile Presentation Results	5 days	Thu 10/1/26	Wed 10/7/26
122	Prescott P&Z - Admin Approval	1 day	Thu 10/8/26	Thu 10/8/26
123	Project placed on Planning Commission Agenda	15 days	Fri 10/9/26	Thu 10/29/26
124	Planning Commission Meeting	1 day	Fri 10/30/26	Fri 10/30/26
125	Receive - Recommendation for Approval	1 day	Mon 11/2/26	Mon 11/2/26
126	Project Submitted to Prescott Council Agenda	15 days	Tue 11/3/26	Mon 11/23/26
127	Prescott City Council Meeting - Presentation	1 day	Tue 11/24/26	Tue 11/24/26
128	Receive City Council Approval - Stipulations	2 days	Wed 11/25/26	Thu 11/26/26
129	**Task 6 - Design Development (60% Design)**	**66 days**	**Wed 7/1/26**	**Wed 9/30/26**
130	NTP - Design Development	1 day	Wed 7/1/26	Wed 7/1/26
131	Incorporate SD Comments into Design	4 days	Thu 7/2/26	Tue 7/7/26
132	Design Development Progress	5 days	Wed 7/8/26	Tue 7/14/26
133	DD Team Meeting - Review Systems, Security	1 day	Wed 7/15/26	Wed 7/15/26
134	Continue DD Development	9 days	Thu 7/16/26	Tue 7/28/26
135	Develop Preliminary Specification Sections	5 days	Thu 7/16/26	Wed 7/22/26
136	DD Team Meeting - Review Update, Finishes, Interiors	1 day	Wed 7/29/26	Wed 7/29/26
137	Finalize DD Documents	16 days	Thu 7/30/26	Thu 8/20/26
138	All Consultant DD Documents Due to AW	1 day	Fri 8/21/26	Fri 8/21/26
139	Combine & Print DD Submittal Package	2 days	Mon 8/24/26	Tue 8/25/26
140	Owner Meeting - DD 60% Overview	1 day	Wed 8/26/26	Wed 8/26/26
141	Submit Design Development 60% Documents	1 day	Wed 8/26/26	Wed 8/26/26
142	**DD Formal Review**	**25 days**	**Thu 8/27/26**	**Wed 9/30/26**
143	CMAR Contractor Review of DD's	20 days	Thu 8/27/26	Wed 9/23/26
144	CMAR DD Cost Estimate Preparation	20 days	Thu 8/27/26	Wed 9/23/26
145	Prescott Project Team Review	10 days	Thu 8/27/26	Wed 9/9/26
146	Prescott Comments Due to AW	1 day	Thu 9/10/26	Thu 9/10/26
147	Respond to DD Comments in Writing	5 days	Fri 9/11/26	Thu 9/17/26
148	CMAR Estimate Team Review	4 days	Thu 9/24/26	Tue 9/29/26
149	Owner Review Meeting - Comments & Estimate	1 day	Wed 9/30/26	Wed 9/30/26
150	**Task 7A - Construction Documents (90%)**	**49 days**	**Fri 9/11/26**	**Wed 11/18/26**
151	NTP - CD 90%	1 day	Fri 9/11/26	Fri 9/11/26
152	Develop 90% Construction Documents	16 days	Mon 9/14/26	Mon 10/5/26
153	Team Meeting - CD Progress	1 day	Wed 10/7/26	Wed 10/7/26
154	Continue CD Development	5 days	Thu 10/8/26	Wed 10/14/26
155	Finalize CD 90% Documents & Specifications	2 days	Thu 10/15/26	Fri 10/16/26
156	All Consultant Drawings & Specs Due to AW	1 day	Mon 10/19/26	Mon 10/19/26
157	Combine & Print CD 90% Submittal Package	1 day	Tue 10/20/26	Tue 10/20/26
158	Owner Meeting - CD 90% Overview	1 day	Wed 10/21/26	Wed 10/21/26
159	Submit 90% CD Documents to CMAR & Owner	1 day	Thu 10/22/26	Thu 10/22/26
160	**CD Formal Review (Owner)**	**19 days**	**Fri 10/23/26**	**Wed 11/18/26**
161	Prescott Project Team Review	14 days	Fri 10/23/26	Wed 11/11/26
162	Prescott Comments Due to AW	1 day	Thu 11/12/26	Thu 11/12/26
163	Respond to CD 90% Comments in Writing	3 days	Fri 11/13/26	Tue 11/17/26
164	Owner Meeting - Review Comments	1 day	Wed 11/18/26	Wed 11/18/26
165	**Task 7B - Construction Documents (100%)**	**14 days**	**Thu 11/19/26**	**Tue 12/8/26**
166	NTP - CD 100%	1 day	Thu 11/19/26	Thu 11/19/26
167	Update & Finalize CD Documents	10 days	Fri 11/20/26	Thu 12/3/26



Project: Schedule Prescott - Police Substation & Property/Evidence
Date: Tue 6/16/26

Task	External Tasks	Duration-only	External Tasks	Deadline
Split	External Milestone	Manual Summary Rollup	External Milestone	
Milestone	Inactive Milestone	Manual Summary	Critical	
Summary	Inactive Summary	Start-only	Critical Split	
Project Summary	Manual Task	Finish-only	Progress	

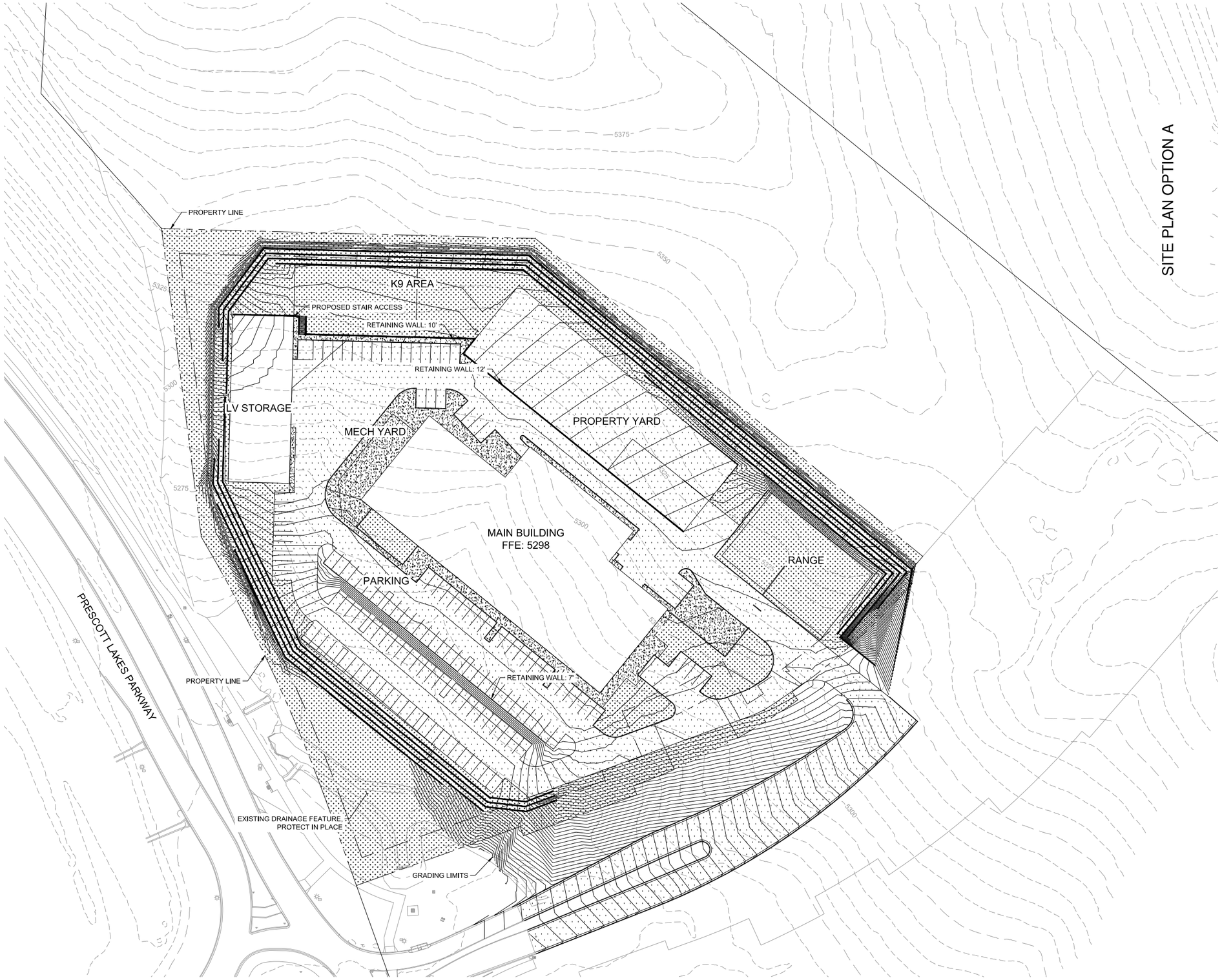
ID	Task Name	Duration	Start	Finish
168	Update & Finalize Project Specifications	10 days	Fri 11/20/26	Thu 12/3/26
169	All Consultant Drawings & Specs Due to AW	1 day	Fri 12/4/26	Fri 12/4/26
170	Combine & Print CD 100% Submittal Package	1 day	Mon 12/7/26	Mon 12/7/26
171	Submit 100% CD Documents to CMAR & Owner	1 day	Tue 12/8/26	Tue 12/8/26
172	**Task 8 - Permitting / Plan Review**	**47 days**	**Mon 12/7/26**	**Tue 2/9/27**
173	Prepare Permit Applications	1 day	Mon 12/7/26	Mon 12/7/26
174	Submit Plans & Specs for 1st Plan Review	1 day	Tue 12/8/26	Tue 12/8/26
175	1st Review - Prescott	20 days	Wed 12/9/26	Tue 1/5/27
176	Receive Prescott Plan Review Comments	1 day	Wed 1/6/27	Wed 1/6/27
177	Distribute Comments to Owner, CMAR & Consultants	1 day	Wed 1/6/27	Wed 1/6/27
178	Finalize Construction Documents	4 days	Thu 1/7/27	Tue 1/12/27
179	Incorporate Approved Substitutions in Documents	4 days	Thu 1/7/27	Tue 1/12/27
180	Respond to Plan Review Comments	4 days	Thu 1/7/27	Tue 1/12/27
181	Finalize Specifications	4 days	Thu 1/7/27	Tue 1/12/27
182	All Consultant Documents Due to AW	1 day	Wed 1/13/27	Wed 1/13/27
183	Combine & Print CD Documents	1 day	Fri 1/15/27	Fri 1/15/27
184	Resubmit Plans & Specs for 2nd Plan Review	1 day	Mon 1/18/27	Mon 1/18/27
185	2nd Review - Prescott	12 days	Tue 1/19/27	Wed 2/3/27
186	Obtain Building Safety Approval & Permits	1 day	Thu 2/4/27	Thu 2/4/27
187	Issue Approved Construction Documents	1 day	Tue 2/9/27	Tue 2/9/27
188	**Task 9 - GMP Development**	**63 days**	**Fri 10/30/26**	**Tue 1/26/27**
189	CMAR to Print & Distribute Project Documents	2 days	Fri 10/30/26	Mon 11/2/26
190	Pre-Bid Conference	1 day	Tue 11/10/26	Tue 11/10/26
191	Sub-Contractor Bid Period	20 days	Tue 11/3/26	Mon 11/30/26
192	Respond to Contractor Questions	10 days	Tue 11/10/26	Mon 11/23/26
193	Approve Substitutions	3 days	Thu 11/19/26	Mon 11/23/26
194	Issue Final Addendum or ASI	3 days	Thu 11/19/26	Mon 11/23/26
195	CMAR to Establish Draft GMP	10 days	Tue 12/1/26	Mon 12/14/26
196	Owner Meeting - Reconciliation of GMP	1 day	Tue 12/15/26	Tue 12/15/26
197	CMAR to Finalize GMP	10 days	Wed 12/16/26	Tue 12/29/26
198	Construction Contract Preparation	20 days	Wed 12/30/26	Tue 1/26/27
199	**Task 10 - Pre-Construction CA**	**98 days**	**Thu 8/27/26**	**Mon 1/11/27**
200	Identify Long Lead Items	15 days	Thu 8/27/26	Wed 9/16/26
201	Prepare Long Lead Specifications & exhibits	10 days	Tue 9/22/26	Mon 10/5/26
202	Sub-Contractor Bid Period	20 days	Tue 10/6/26	Mon 11/2/26
203	Long Lead GMP Development	20 days	Tue 11/3/26	Mon 11/30/26
204	Respond to Contractor Questions	10 days	Tue 10/13/26	Mon 10/26/26
205	Review Shop Drawings & Submittals	30 days	Tue 12/1/26	Mon 1/11/27
206	**CONSTRUCTION**	**393 days**	**Wed 2/10/27**	**Fri 8/11/28**
207	**Future - Construction Administration**	**393 days**	**Wed 2/10/27**	**Fri 8/11/28**
208	NTP - Construction	1 day	Wed 2/10/27	Wed 2/10/27
209	Construction Mobilization	10 days	Thu 2/11/27	Wed 2/24/27
210	Construction Duration	360 days	Thu 2/25/27	Wed 7/12/28
211	Punchlist	5 days	Thu 7/6/28	Wed 7/12/28
212	Substantial Completion	1 day	Thu 7/13/28	Thu 7/13/28
213	Project Close Out	20 days	Fri 7/14/28	Thu 8/10/28
214	Record Documents	8 days	Tue 8/1/28	Thu 8/10/28
215	Final Completion / Back Check	1 day	Fri 8/11/28	Fri 8/11/28



Project: Schedule Prescott - Police Substation & Property/Evidence
Date: Tue 6/16/26

Task	External Tasks	Duration-only	External Tasks
Split	External Milestone	Manual Summary Rollup	External Milestone
Milestone	Inactive Milestone	Manual Summary	Critical
Summary	Inactive Summary	Start-only	Critical Split
Project Summary	Manual Task	Finish-only	Progress

Deadline



SITE PLAN OPTION A

EARTHWORK QUANTITIES		
CUT	FILL	NET
100,000 CY	109,000 CY	9,000 CY

EXTERIOR WALL : 48,000 SF
INTERIOR WALL: 7,300 SF

NORTH

GRAPHIC SCALE IN FEET
0 25 50 100

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

FILE NAME&PATH: K:\PRS_ROADWAY\096419002 - PRESCOTT PD SUBSTATION\CAD\EXHIBITS\2026-07-22_OPTIONS A, B1, B2, B3.DWG

CITY OF PRESCOTT PUBLIC WORKS

PRESCOTT PD SUBSTATION

SITE PLAN OPTION A

DWG. NO. GD-EX
DATE 07/10/2026
SHEET NO. OF

PRESCOTT PD SUBSTATION

CITY OF PRESCOTT

PREPARED BY ALH
CHECKED BY ACB
FOR: COP

Kimley»Horn

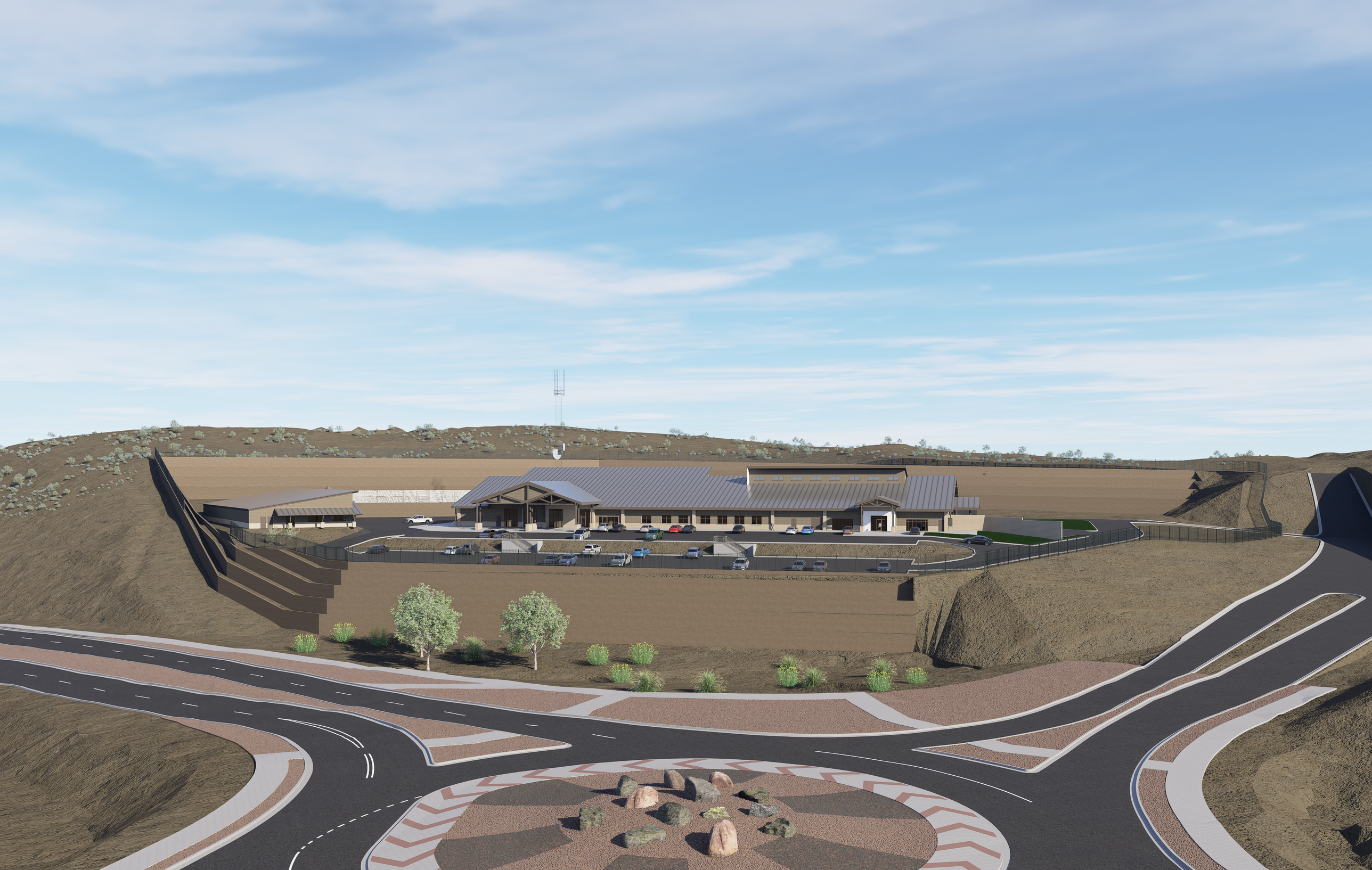
© 2026 KIMLEY-HORN & ASSOCIATES, INC.
101 W. GOODWIN STREET, SUITE 303
PRESCOTT, ARIZONA 86303
PHONE: 928-458-7121
WWW.KIMLEY-HORN.COM

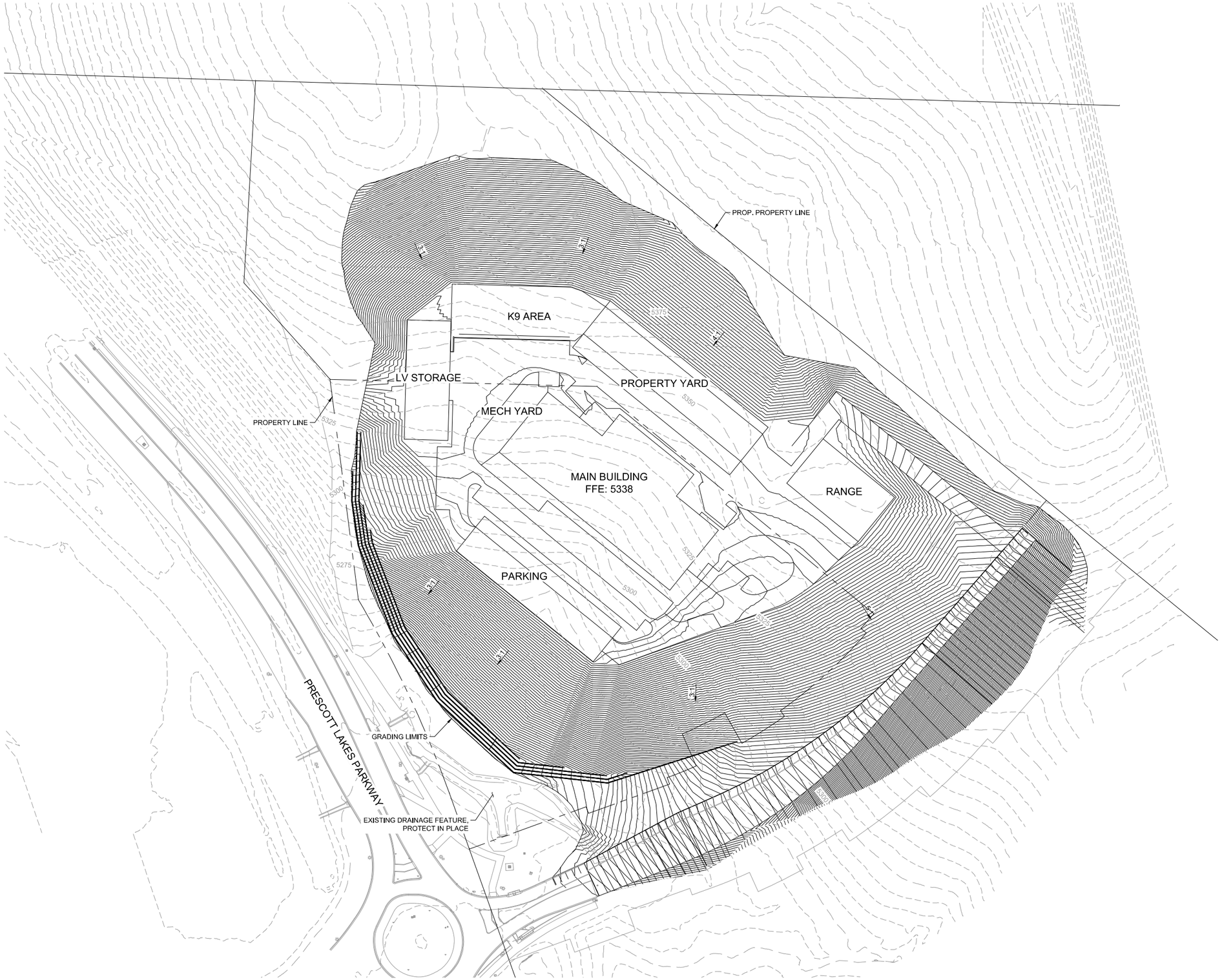
NO.	BY	DATE	REVISIONS	APPRV	DATE
				CITY	

ENGINEER

REVIEW:

PIP #:





EARTHWORK QUANTITIES		
CUT	FILL	NET
231,000 CY	258,000 CY	27,000 CY

EXTERIOR WALL : 23,000 SF
INTERIOR WALL: 0 SF

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

CITY OF PRESCOTT PUBLIC WORKS

PRESCOTT PD SUBSTATION

SITE PLAN OPTION B

DWG. NO. GD-EX
DATE 07/10/2026
SHEET NO. OF

CITY OF PRESCOTT

PREPARED BY ALH
CHECKED BY ACB
FOR: COP

Kimley»Horn

© 2026 KIMLEY-HORN & ASSOCIATES, INC.
101 W GOODWIN ST, SUITE 303
PRESCOTT, ARIZONA 86303
PHONE: 928-458-7121
WWW.KIMLEY-HORN.COM

NO.	BY	DATE	REVISIONS	APPRV	DATE
				CITY	

ENGINEER

REVIEW:

CIP #:

PRESCOTT PD SUBSTATION

FILE NAME&PATH: K:\PRS_ROADWAY\096419002 - PRESCOTT PD SUBSTATION\CAD\EXHIBITS\2026-07-22_OPTIONS A, B1, B2, B3.DWG



Prescott Police Substation and Evidence Storage Facility

Comparison of the Upper Site and Lower Site Layouts

Select line items only

			unit cost	total cost
Upper Site				
Rough Grading - Cut & Redistribute	**231,000**	**CY**	**$10.00**	**$ 2,310,000.00**
Rough Grading - Import	**27,000**	**CY**	**$30.00**	**$ 810,000.00**
Retaining Walls	**23,000**	**SF**	**$175.00**	**$ 4,025,000.00**
		TOTAL DIRECT COST		**$ 7,145,000.00**
Lower Site				
Rough Grading - Cut & Redistribute	**100,000**	**CY**	**$10.00**	**$ 1,000,000.00**
Rough Grading - Import	**9,000**	**CY**	**$30.00**	**$ 270,000.00**
Retaining Walls	**55,300**	**SF**	**$175.00**	**$ 9,677,500.00**
		TOTAL DIRECT COST		**$ 10,947,500.00**

Quantities from the Civil Engineer are shown

$	10,947,500.00
$	7,145,000.00

Upper Site savings for selected line items **$ 3,802,500.00**

Willmeng | FANN
A Joint Venture - Prescott PD Substation & Evidence Facility

August 4th, 2026

City of Prescott
Attn: Scott Balk, Capital Project Manager
433 N. Virgina Street
Prescott, Arizona 86301

Re: **CMAR Police Substation & Property Evidence Facility**

Subject: **Cost-Benefit Analysis – Walls vs Slopes - Existing City Parcel Retaining Wall Alternatives vs. Acquisition of Adjacent Yavapai County Parcel**

Dear Project Team,

The CMAR Team has prepared the following conceptual cost-benefit analysis to evaluate retaining wall systems within the existing City-owned parcel (APN 105-06-005J) compared to the potential acquisition of the adjacent Yavapai County parcel (APN 105-06-005K) with the objective of reducing or eliminating retaining walls by transitioning to a more sloped site configuration. The purpose of this analysis is to provide a rough order-of-magnitude (ROM) comparison of the potential construction costs, constructability considerations, and relative value of each conceptual approach during the current schematic design phase.

It should be noted that this evaluation is based solely on preliminary conceptual schematic site plans. Detailed civil and structural design documents have not yet been developed, and final retaining wall layouts, wall heights, footing requirements, drainage systems, reinforcement, and other structural elements remain unknown. Accordingly, the pricing presented is conceptual in nature and is intended only for planning and decision-making purposes during this early stage of design.

LOWER SITE OPTION - Retaining Walls within Existing City Parcel
This option maintains development entirely within the existing City-owned parcel and utilizes retaining wall systems to accommodate the required grades and site development.

1. **ROM Pricing Analysis**
    a. **Baseline ROM Price: Use MSE/Concord Walls for Upper Walls and Lower Walls.**
        i. MSE/Concord Walls (SF)/Footings (LF) = 55,300 SF/7,300 LF = $3,539,200.00
        ii. Wall Excavation/Backfill/Drain Curtain = $1,141,650.00
        iii. Site Earthwork (Onsite Cut/Fill) *assumes balanced site = 100,000 CY's = $1,200,000.00
        ROM TOTAL (Includes GC Markup) = $7,988,406.28

UPPER SITE OPTION - Acquisition of Adjacent Remaining Yavapai County Parcel
This option assumes the acquisition of the adjacent Yavapai County parcel, allowing the site to be regraded into a more gradual sloped configuration with the objective of reducing retaining walls to the lower portion or front of the property. Development utilizing earthen slopes in lieu of retaining walls where feasible, including erosion protection consisting of erosion mats, hydroseeding, and permanent vegetation establishment. This option accounts for reduced project time and supervision regarding civil scope, offsetting additional roadway and utility improvements to access upper site.

2. **ROM Pricing Analysis**
    a. **Sloped Site Configuration for Back of Property and Masonry or MSE/Concord Walls for Lower Retaining.**
        i. MSE/Concord/Masonry Walls (SF)/Footings (LF) = 23,000 SF/3,000 LF = $1,472,000.00
        ii. Wall Excavation/Backfill/Drain Curtain = $417,000.00
        iii. Site Earthwork (Onsite Cut/Fill) *assumes balanced site = 231,000 CY's = $2,483,250.00
        ROM TOTAL (Includes GC Markup) = $6,208,353.83

The order-of-magnitude costs are based on conceptual unit pricing developed in collaboration with the CMAR Team's trade partners for the various retaining wall systems, together with preliminary earthwork quantities derived from the current schematic design.

Based on the above order-of-magnitude (ROM) pricing, acquisition of the remaining adjacent Yavapai County parcel appears to provide a favorable cost-benefit to the project while also creating opportunities for a more efficient and functional site layout. Expanding the site would allow for a more gradual, sloped grading approach that could reduce or eliminate some or all of the

intermittent retaining walls, minimize or eliminate elevated K9 and Evidence Storage areas, reduce grade differentials throughout the parking areas, and improve overall site circulation, constructability, long-term maintenance, and aesthetics. Collectively, these benefits have the potential to enhance both the initial construction value and the long-term functionality of the Police and Evidence Facility. Note that time is of the essence in the potential purchase of the adjacent county property due to the site design being put on hold, which will inherently push back the design, permitting, and start of construction.

The CMAR Team appreciates the opportunity to evaluate these alternatives and looks forward to working collaboratively with the City as the project advances through design development. As additional engineering becomes available, we will continue refining quantities, construction methods, and pricing to provide the City with increasingly accurate cost information for future decision-making.

Respectfully,

Willmeng-Fann JV
Construction Manager at Risk

Police Substation and Property/Evidence Facility

Project Status Update and Site Development Options

August 11, 2026



Police Substation and Property/Evidence Facility

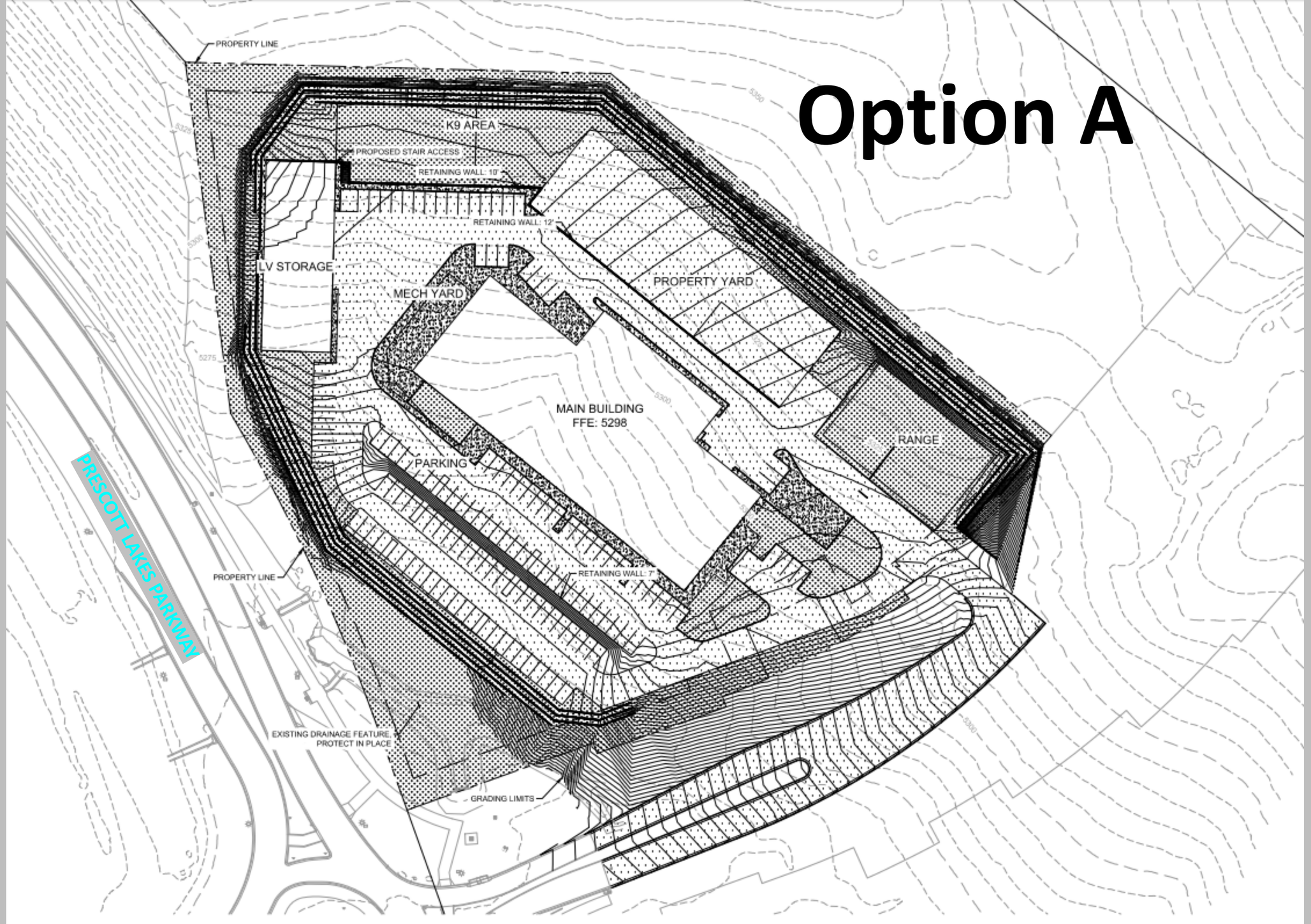
- Schedule
  - Completed
    - October 14, 2025: Arrington Watkins awarded design contract
    - December 2025: Design programming meeting and facility tours
    - May 2026: Site layout, interior floor plans, and exterior elevations confirmed
    - July 2026: 30% schematic design
    - July 15, 2026: Willmeng Construction awarded CMAR pre-construction services contract

Police Substation and Property/Evidence Facility

- Willmeng Construction
  - Pre-Construction Services Construction Manager at Risk (CMAR) Guaranteed Maximum Price #1 (GMP #1) Contract
    - Collaborate with Arrington Watkins and City Staff
    - Confirm Constructability
    - Offer Value Engineering Options
    - Lock in Scope of Work and Cost
    - Reduce Risk to Project and City
    - Prepare for Construction (GMP #2 – site improvements, and possibly GMP #3 - buildings)

Police Substation and Property/Evidence Facility

- Site Development
  - Option A
    - City owned property
    - Scope of work fits with site, with minimal future expansion
    - Multiple stacks of retaining walls
    - Retaining walls impacted by site development codes and setback and height requirements
    - Significant grade changes across site and many different finish floor elevations which are inconvenience for site access and operations.


Option A
PROPERTY LINE
K9 AREA
PROPOSED STAIR ACCESS
RETAINING WALL: 10'
RETAINING WALL: 12'
LV STORAGE
MECH YARD
PROPERTY YARD
MAIN BUILDING
FFE: 5298
RANGE
PARKING
PRESCOTT LAKES PARKWAY
PROPERTY LINE
RETAINING WALL: 7'
EXISTING DRAINAGE FEATURE,
PROTECT IN PLACE
GRADING LIMITS

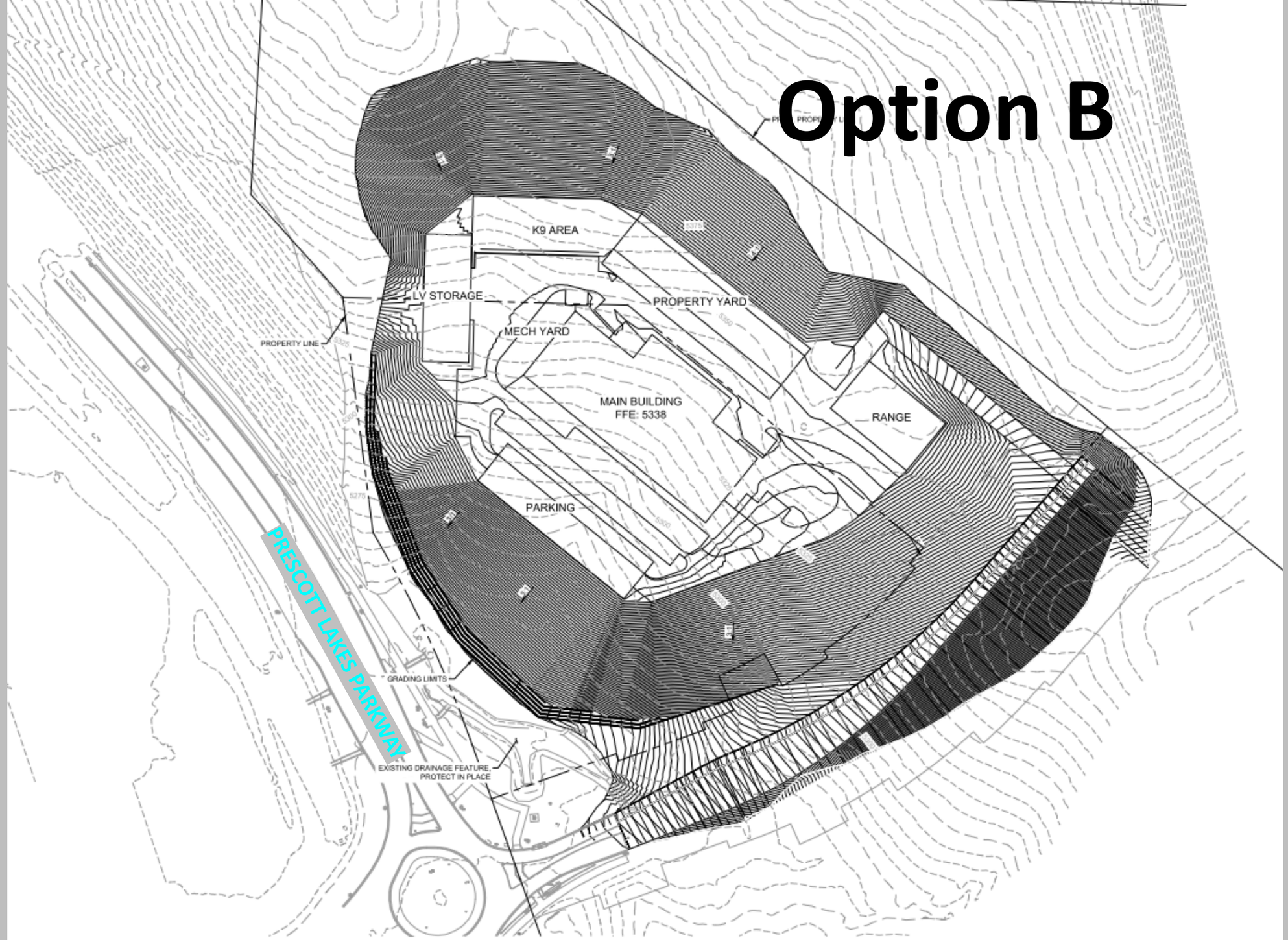
Option A



Police Substation and Property/Evidence Facility

- Site Development
  - Option B
    - Additional property acquisition required ($1.5M)
    - Larger site may allow the facility layout to be better optimized for current scope of work and future expansion
    - Significant earthwork allows for more gentle slopes
    - Fewer retaining walls
    - Less grade changes across site for better site access a single floor elevation and operational efficiency
    - Greater opportunity to revegetate new slopes to better blend in with the natural surrounding hillside landscaping and improve aesthetics from Prescott Lakes Parkway

CITY OF PRESCOTT
ARIZONA


Option B
K9 AREA
LV STORAGE
PROPERTY YARD
MECH YARD
PROPERTY LINE
MAIN BUILDING
FFE: 5338
RANGE
PARKING
PRESCOTT LAKES PARKWAY
GRADING LIMITS
EXISTING DRAINAGE FEATURE,
PROTECT IN PLACE

Option B



Police Substation and Property/Evidence Facility

	Property	Earthwork		Retaining Walls		General Conditions	
	Acquisition	**Onsite Cut/Fill**	**Cost**	**Quantity**	**Cost**	**Cost**	**TOTAL COST**
Option A	N/A	100,000 CY	$1,200,000	55,300 SF	$4,680,850	$2,107,556	$7,988,406
Option B	$1,500,000	231,000 CY	$2,483,250	23,000 SF	$1,889,000	$1,836,103	$7,708,353

Police Substation and Property/Evidence Facility

- Next Steps
  - Upcoming
    - Fall 2026: 60% design development drawings completed
      - Including updated site plans, floor plans, elevations and revised cost estimate
    - Oct/Nov 2026: Public meeting
    - Winter 2026: 90% construction drawings completed
    - End of year 2026: 100% construction documents completed
    - Beginning of 2027: Permitting completed
    - Spring 2027: Start construction

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	Public Works
ITEM #:	11.D
SUBJECT:	Presentation & Discussion Regarding an Update on the Multiple Fire Station Project Development.

ITEM SUMMARY

The item is for the Fire Department and the project design team to present an Overview Status Update of the Fire Stations, including project milestones achieved to date, a Design Overview and Timeline Update to the current conceptual design percentage status and schedule for each station, and the proposed Public Outreach Plan outlining how the City will keep the public informed throughout the design and construction phases. The location of the project is shown on the attached map, Exhibit A. Project Renderings, Exhibit B. Project Elevations, Exhibit C. Overall Project Schedule, Exhibit D, Project Summary Breakdown, Exhibit E.

BACKGROUND

The project generally consists of the design and construction of three (3) fire stations (76, 73 & 72) for the Prescott Fire Department. The new fire stations are a critical component of the City's public safety improvements prioritized by both City Council and residents, funded through the voter-approved Proposition 478 dedicated sales tax. All new fire stations will be constructed on City-owned properties.

Station 76 will be located at 1600 Sundog Ranch Road, at the north-west corner of Prescott Lakes Parkway and Sundog Ranch Road. Station 73 will be located on the west side of State Route 89 at the north-west corner of the Phippen Roundabout near the Constellation Trailhead parking area. Station 72 is an existing station located at 530 6th Street. The location of the new stations will help to achieve a reduction in response times through additional optimally located resources for the residents of the City of Prescott. The construction of the new stations will enhance safety, health and wellness for personnel and the day-to-day efficiencies of all activities.

The Fire Station Capital Improvement Program began in January 2025, nearly one year before design programming commenced. During this phase, City staff, the Prescott Fire Department, Public Works, and supporting departments established the overall project vision, evaluated station priorities, developed the procurement strategy, and began identifying potential station locations and operational requirements. The following timeline summarizes key project meetings, decisions, and major milestones from project initiation developed the Request for Statements of Qualifications (RSOQ) for architectural and engineering services, conducted a qualifications-based consultant selection process, and awarded the design contract to Perlman Architects in October 2025. City staff also attended the 2025 Station Design Conference to incorporate current industry best practices for firefighter health and wellness, operational efficiency, resiliency, and long-term facility planning into the project.

Following the contract award, project programming and design commenced in December 2025 and has progressed through a structured series of bi-weekly design meetings involving City staff, the Prescott Fire Department, Perlman Architects, and the Prescott Fire design committee team. During this phase, the project team completed facility programming, evaluated site alternatives, advanced conceptual site and floor plan development, initiated geotechnical and environmental investigations,

and reached the 30% Schematic Design (SD) review milestone for Fire Stations 73 and 76, while Fire Station 72 has advanced through the conceptual design phase and the delivery of 30% Schematic Design (SD) are anticipated for review in early fall 2026. Concurrently, the City completed a qualifications-based procurement process for a Construction Manager at Risk (CMAR), resulting in the selection of CORE Construction to provide pre-construction services and collaborate with the design team through completion of the design. The project is currently advancing through detailed design, permitting coordination, and pre-construction activities as it progresses through the remaining 30% Schematic Design (SD) and toward the 60% Design Development (DD). During this phase, the CMAR can start reviewing the project documents and completing assessments to provide the first round of cost estimates. With each design phase, a more detailed and accurate cost estimate will be provided along with cost savings assessments. 90% Construction Documents (CD), and 100% Final Construction Document (FCD) milestones will complete the schedule in preparation for construction beginning in Summer 2027.

FINANCIAL IMPACT

There is no financial impact as this item is for discussion only and update of the project.

RECOMMENDED ACTION

This item is for discussion only. No formal action will be taken.

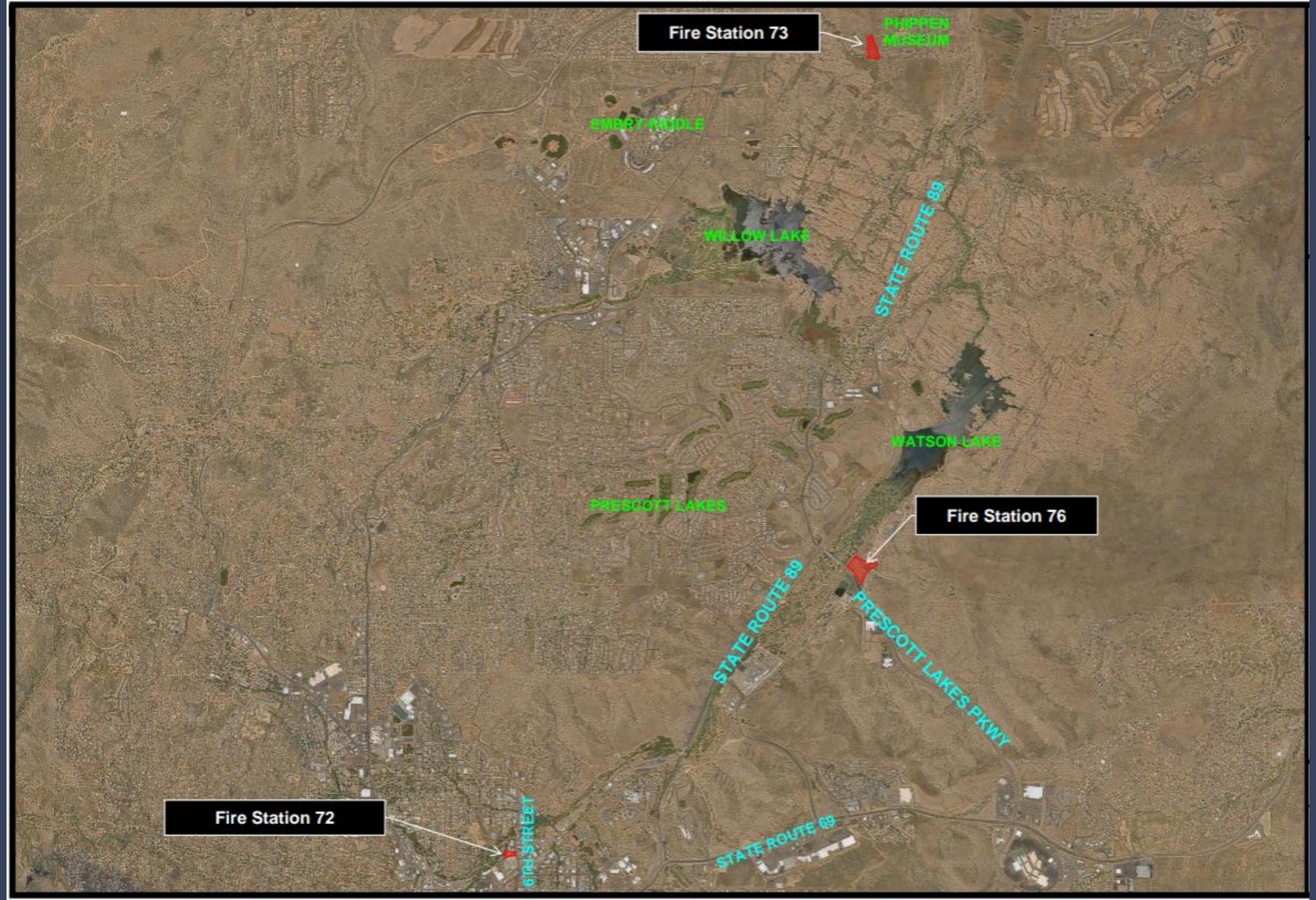
ATTACHMENTS

1. Fire Station Project Updates Presentation
2. Exhibit A. Vicinity Map Multiple Locations
3. Exhibit B. Fire Station 76_73 Renderings Updates 8.11.26
4. Exhibit C. Fire Station 76_73_72 Elevation Updates 8.11.26
5. Exhibit D. Fire Station Overall Schedule_ Updated 6.30.26_ 8.11.26
6. Exhibit E. Project Summary Breakdown & Meeting Minutes_ To Date_ 8.11.2026

Multiple Fire Station Project Updates for Stations 76, 73 and 72

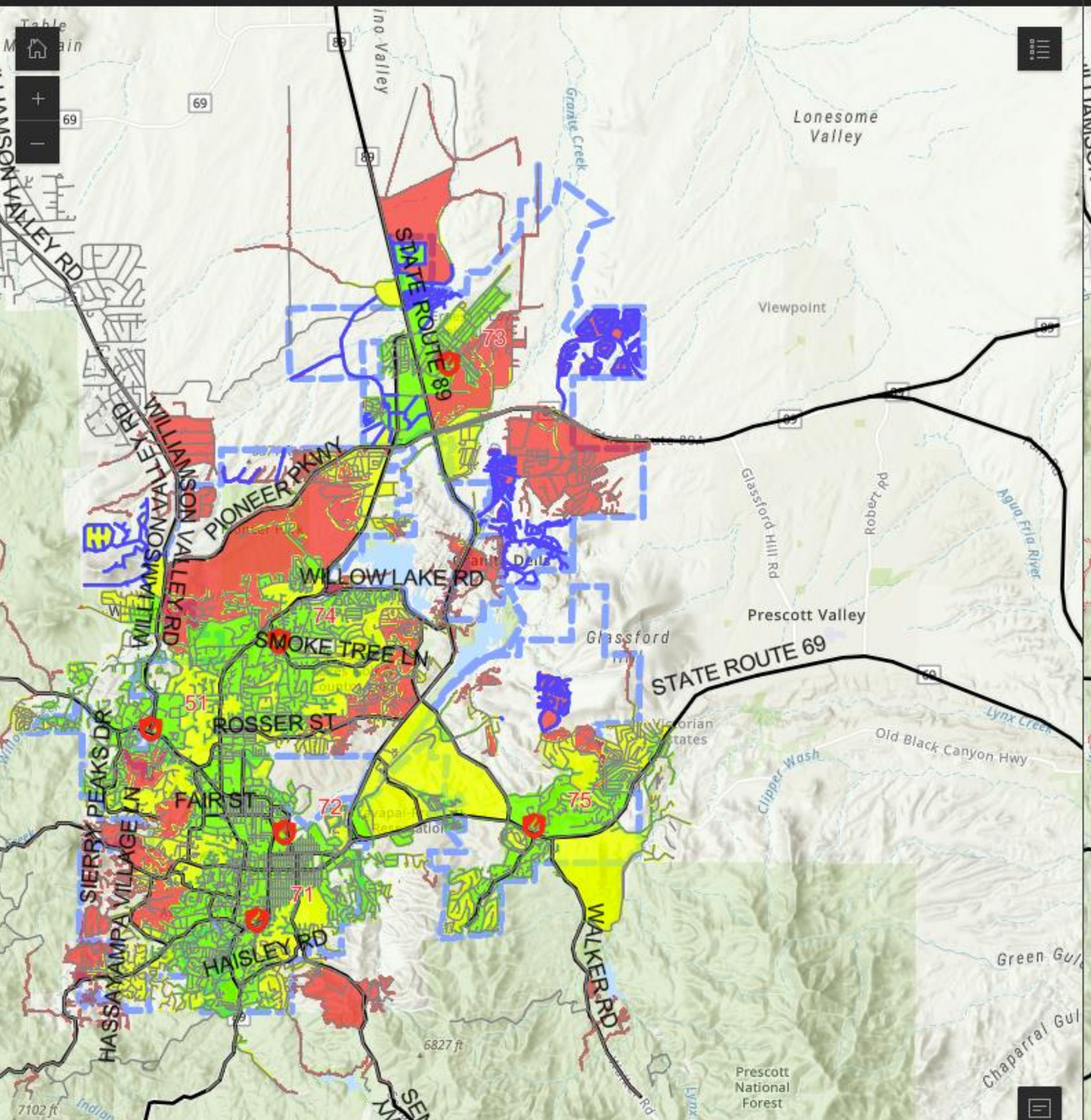
CITY OF PRESCOTT
ARIZONA



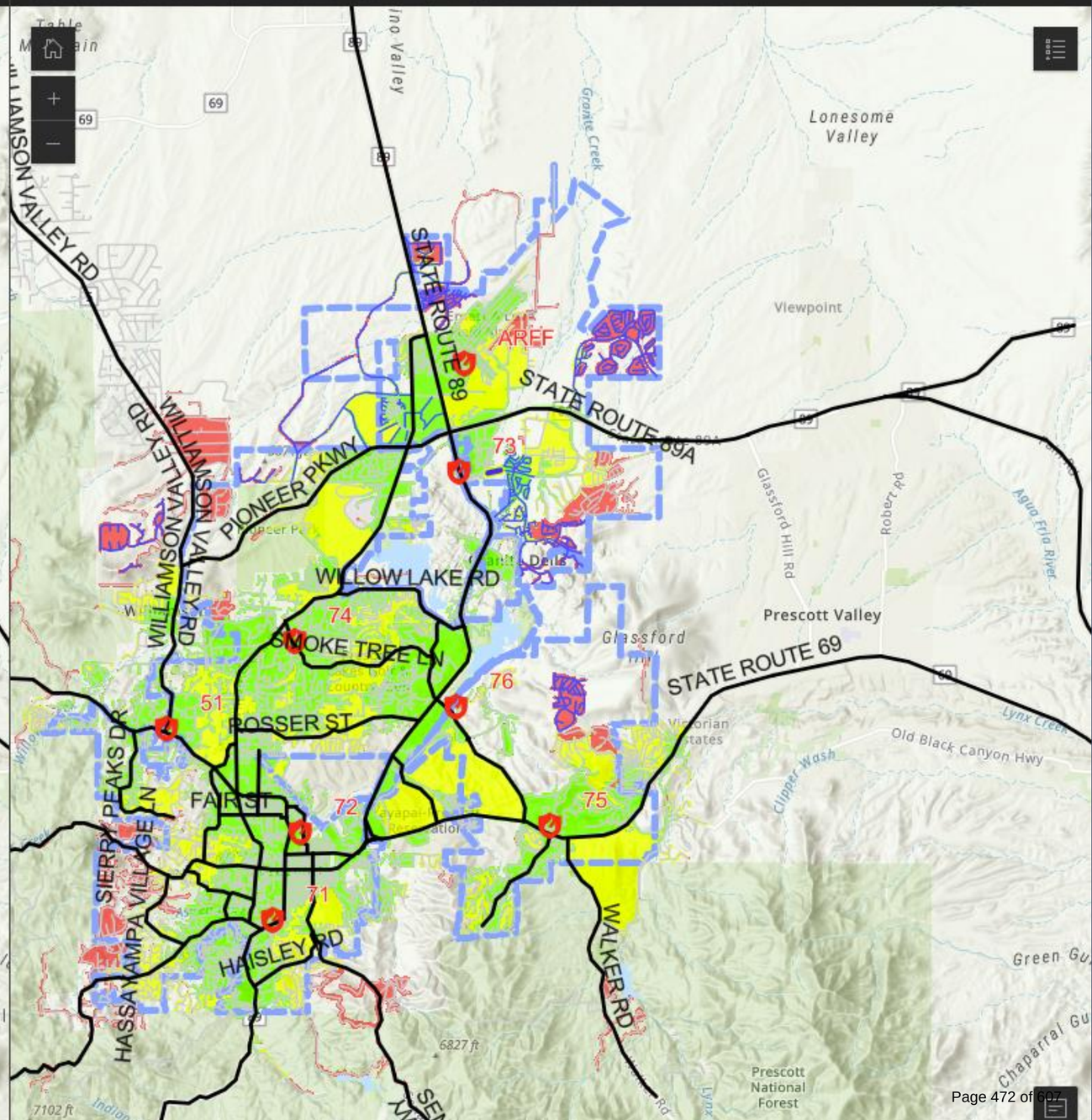

Fire Station 73
PHIPPEN MUSEUM
EMBRY-RIDDLE
WILLOW LAKE
STATE ROUTE 89
WATSON LAKE
PRESCOTT LAKES
Fire Station 76
STATE ROUTE 89
PRESCOTT LAKES PKWY
Fire Station 72
6TH STREET
STATE ROUTE 69

Fire Station Drive Time Analysis

Current Station Drive Times Aug2025

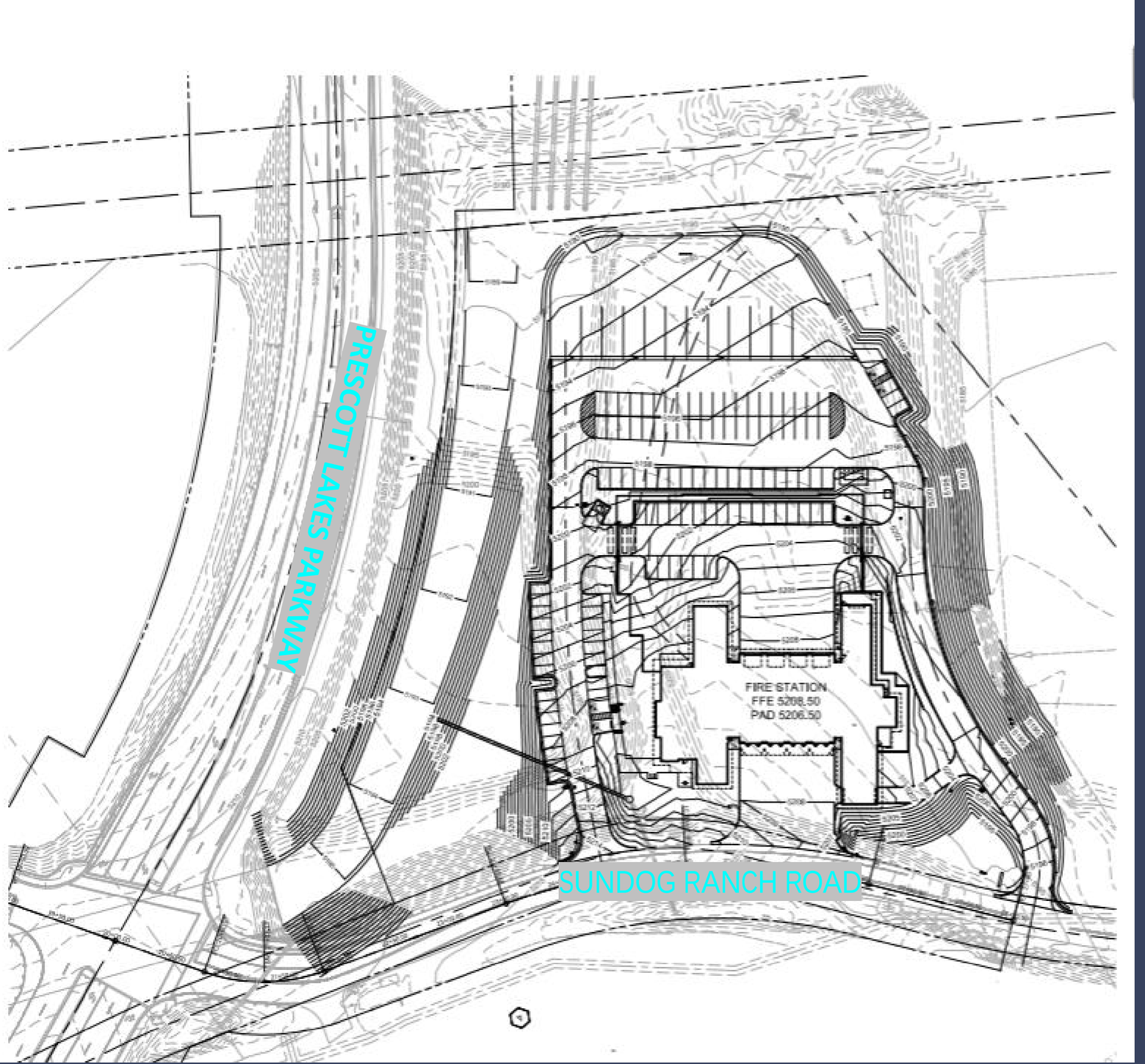


Station 76 @ PeavineTH and Relocate 73 to Constellation TH

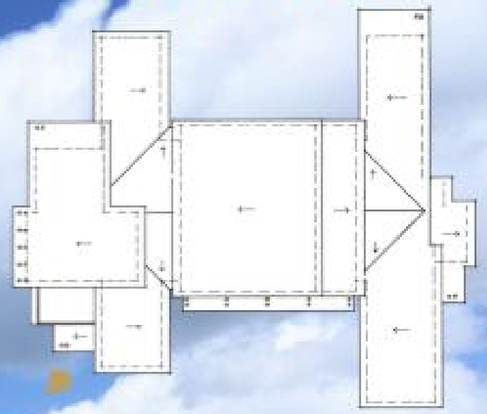


Station 76 Timeline

- Currently at 30% Schematic Design
- 60% Design Development expected fall 2026
- 90% Construction Documents expected early 2027
- 100% Permit review expected to start spring 2027
- Building expected to start summer of 2027
- Project closeout expected late 2028


PRESCOTT LAKES PARKWAY
FIRE STATION
FFE 5208.50
PAD 5206.50
SUNDOG RANCH ROAD

Station 76





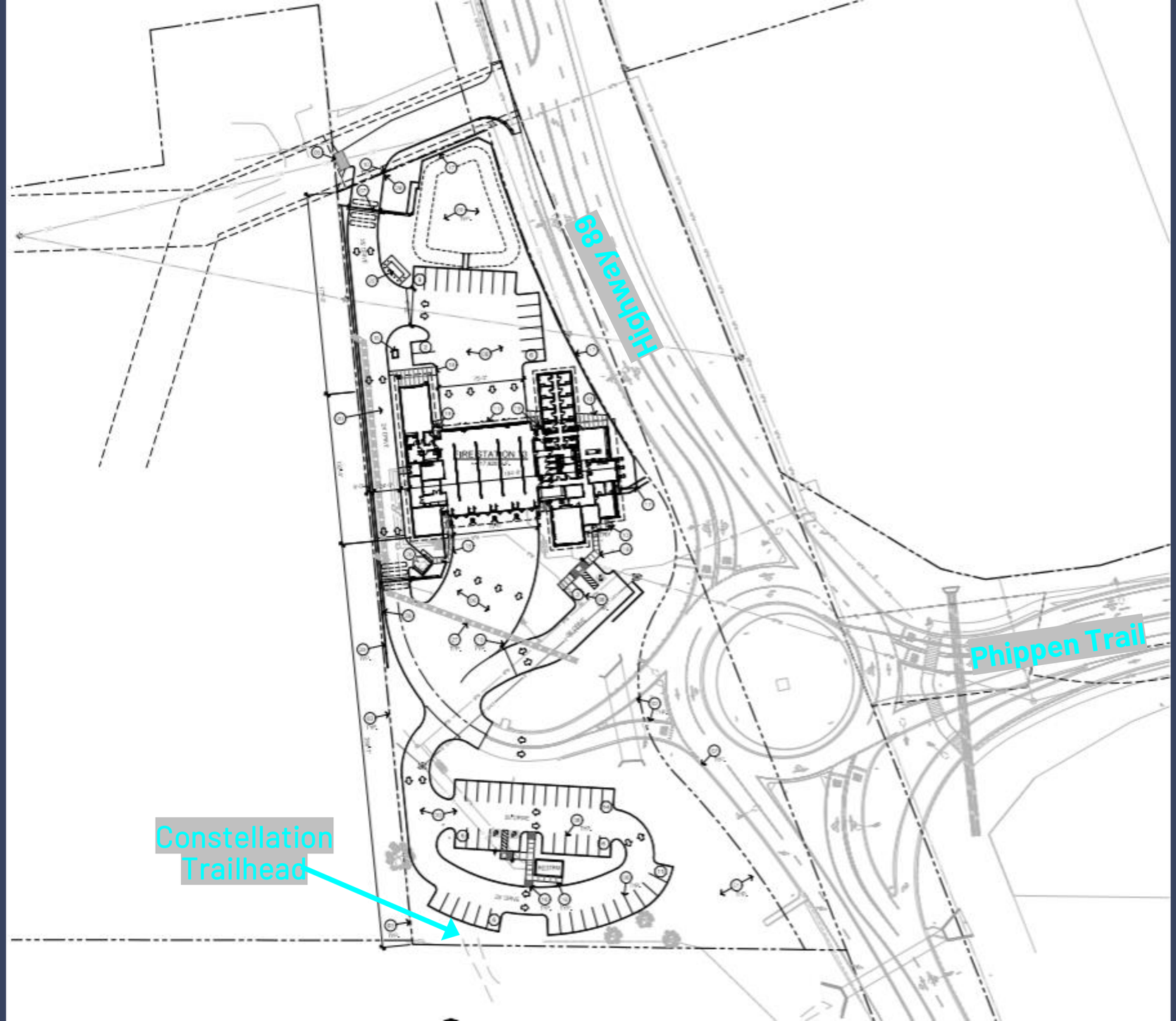
CITY OF PRESCOTT

FIRE STATION 76 - CONCEPTUAL FLY AROUND

Perlman
Architects of Arizona
325020
July 09, 2026

Station 73 Timeline

- Currently at 30% Schematic Design
- 60% Design Development expected fall 2026
- 90% Construction Documents expected early 2027
- 100% Permit review expected to start spring 2027
- Building expected to start summer of 2027
- Project closeout expected late 2028


Highway 89
Phippen Trail
Constellation Trailhead

Station 73





CITY OF PRESCOTT ARIZONA

FIRE STATION 73 - CONCEPTUAL FLY AROUND

Perlman Architects of Arizona

325020 July 09, 2026

Station 72 Timeline

- Currently at Pre-Design/Programming phase
- 30% Schematic Design expected summer 2026
- 60% Design Development expected by end of calendar year 2026
- 90% Construction Documents expected by spring 2027
- 100% Permit review expected to start spring 2027
- Building expected to start summer 2027
- Project closeout expected late 2028

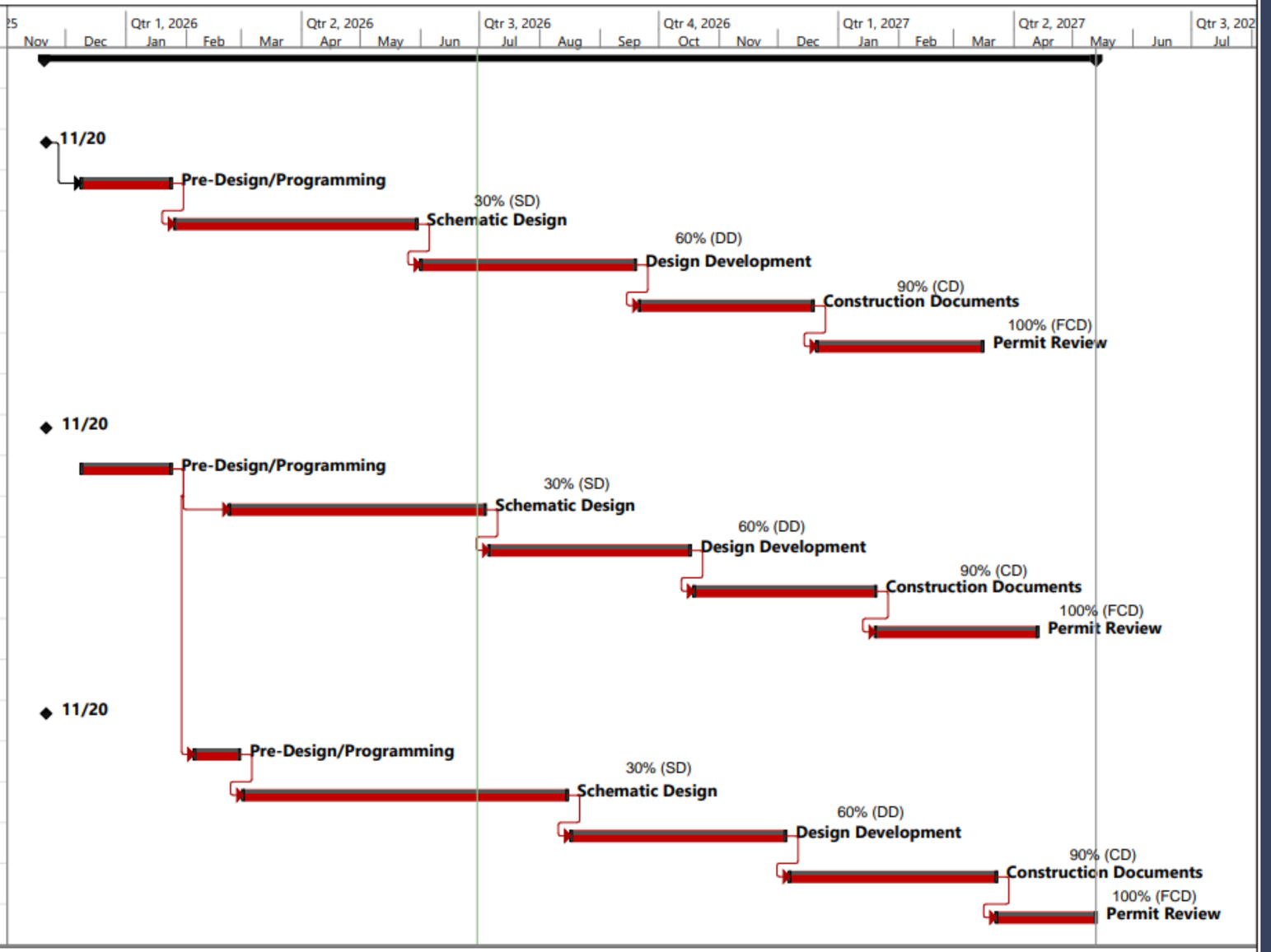

8'
10'
Additional
Staff Parking
(4)
Ingress
Fire Station 72
Egress
Secure
Staff
Parking
(15)
Perimeter
Wall
Public Entry
25'
Public Parking
(6)
Gate
6th Street

Design Project Schedule for
Architectural Services for Multiple Prescott Fire Stations

June 30,2026

Perlman Architects of Arizona

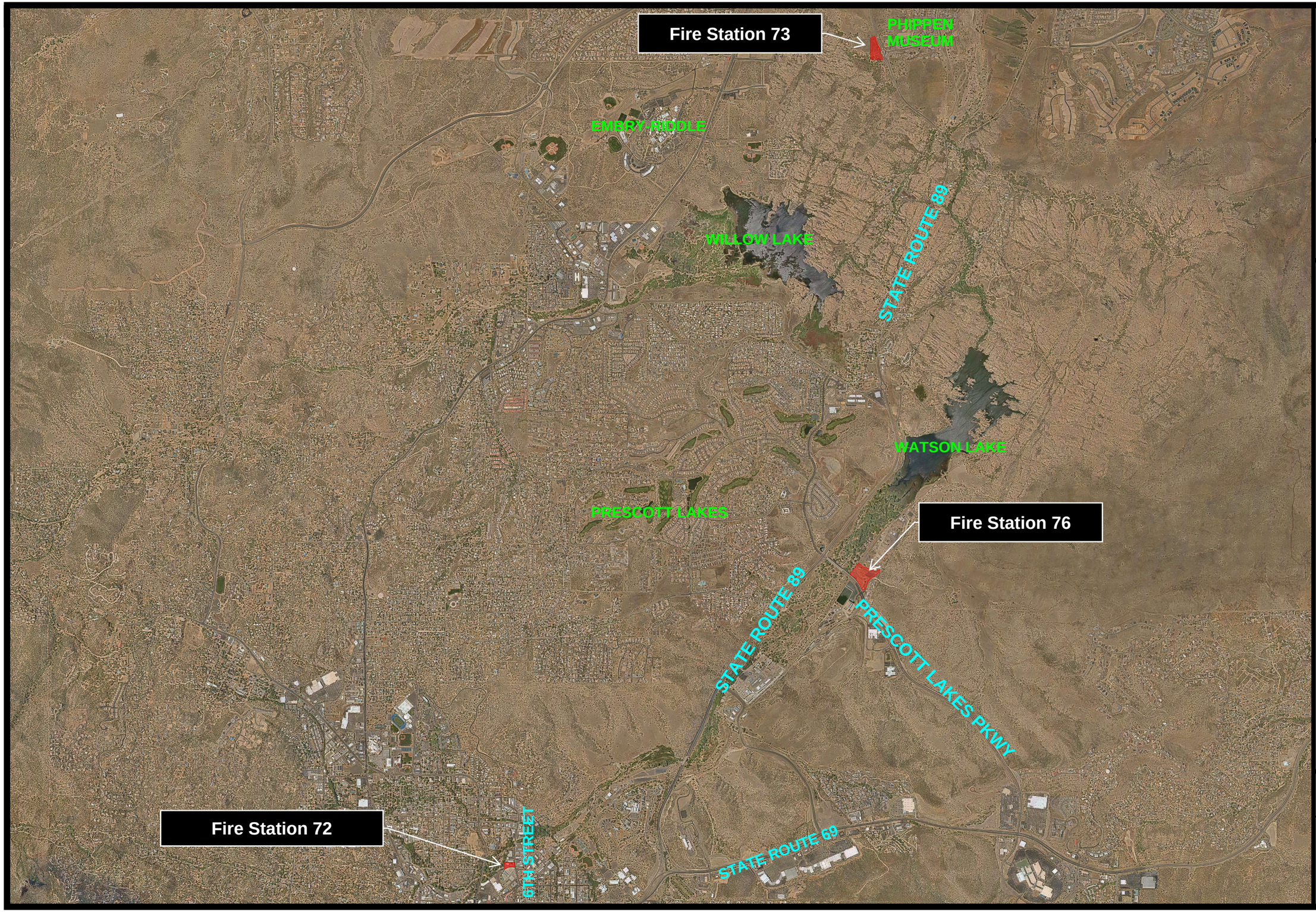
ID	Task Name	Duration	Start	Finish
0	**Prescott Multiple Fire Stations**	**385 days**	**Thu 11/20/25**	**Wed 5/12/27**
1	**Fire Station No. 76 - Sundog**	**343 days**	**Thu 11/20/25**	**Mon 3/15/27**
2	Notice to Proceed	1 day	Thu 11/20/25	Thu 11/20/25
3	Pre-Design/Programming	34 days	Tue 12/9/25	Fri 1/23/26
4	30% Schematic Design/CMAR Costing	90 days	Mon 1/26/26	Fri 5/29/26
5	60% Design Development/CMAR Costing	80 days	Mon 6/1/26	Fri 9/18/26
6	90% Construction Documents/CMAR GMP	65 days	Mon 9/21/26	Fri 12/18/26
7	100% Permit Review	61 days	Mon 12/21/26	Mon 3/15/27
8	**Fire Station No. 73 - Phippen**	**363 days**	**Thu 11/20/25**	**Mon 4/12/27**
9	Notice to Proceed	1 day	Thu 11/20/25	Thu 11/20/25
10	Pre-Design/Programming	34 days	Tue 12/9/25	Fri 1/23/26
11	30% Schematic Design/CMAR Costing	95 days	Mon 2/23/26	Fri 7/3/26
12	60% Design Development/CMAR Costing	75 days	Mon 7/6/26	Fri 10/16/26
13	90% Construction Documents/CMAR GMP	67 days	Mon 10/19/26	Tue 1/19/27
14	100% Permit Review	59 days	Wed 1/20/27	Mon 4/12/27
15	**Fire Station No. 72 - Remodel - Rebuild**	**385 days**	**Thu 11/20/25**	**Wed 5/12/27**
16	Notice to Proceed	1 day	Thu 11/20/25	Thu 11/20/25
17	Feasibility Analysis/Pre-Design/Programming	17 days	Thu 2/5/26	Fri 2/27/26
18	30% Schematic Design/CMAR Costing	120 days	Mon 3/2/26	Fri 8/14/26
19	60% Design Development/CMAR Costing	80 days	Mon 8/17/26	Fri 12/4/26
20	90% Construction Documents/CMAR GMP	76 days	Mon 12/7/26	Mon 3/22/27
21	100% Permit Review	37 days	Tue 3/23/27	Wed 5/12/27



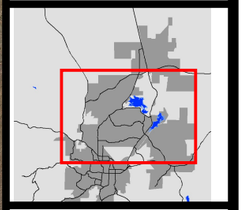
Project: Prescott Multiple Fire S
Date: Tue 6/30/26

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Perlman Architects is not responsible for increases in the schedule caused by Owner & City review times. Perlman Architects reserves the right to modify the schedule if the Owner, City, Owner's Consultants deviates from and/or delays the schedule.



CITY OF PRESCOTT
ARIZONA
Everybody's Hometown



Fire Stations Multiple Locations

This map is a product of
The City of Prescott

0' 1" = 2969'

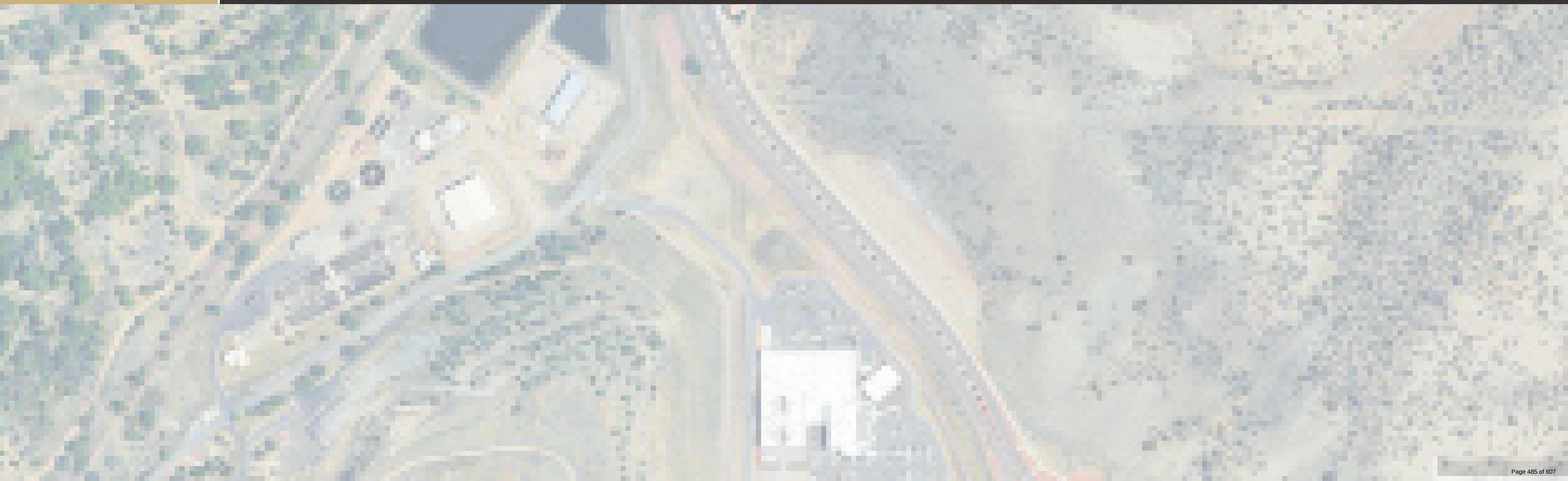
thomas.burchfield, 2026-04-22 07:28:57
Start View

This document is a graphic representation only of best available sources.
The City of Prescott assumes no responsibility for any errors.

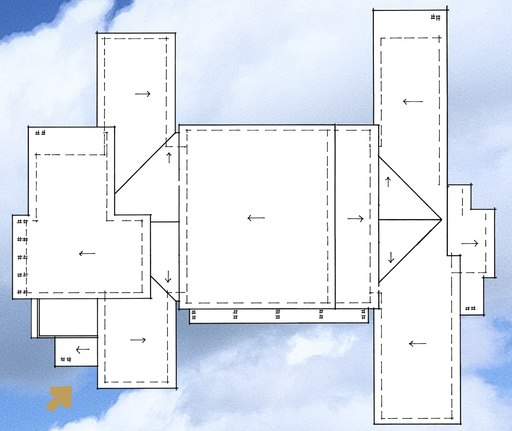
CITY OF PRESCOTT
ARIZONA

FIRE STATION 76 & 73 - EXTERIOR RENDERINGS

Perlman
Architects of Arizona
325020 June 04, 2026



South View



CITY OF PRESCOTT
ARIZONA

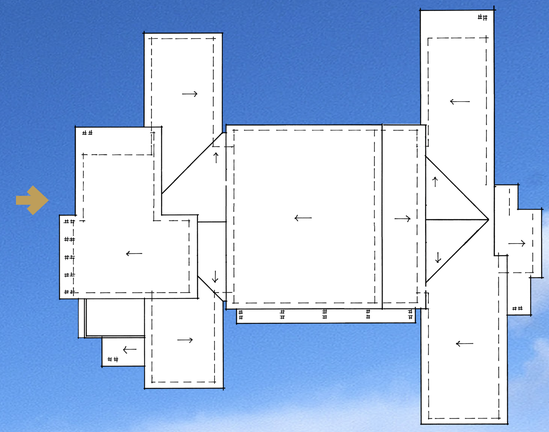
FIRE STATION 76 - EXTERIOR RENDERINGS

Perlman
Architects of Arizona

325020

July 09, 2026

Southeast View





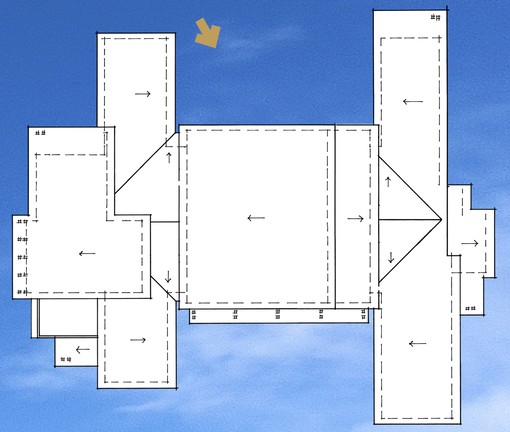
CITY OF PRESCOTT ARIZONA

FIRE STATION 76 - EXTERIOR RENDERINGS

Perlman Architects of Arizona

325020 July 09, 2026

East View

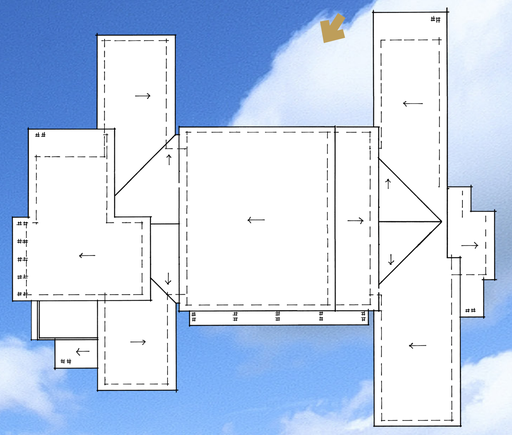


CITY OF PRESCOTT
ARIZONA

FIRE STATION 76 - EXTERIOR RENDERINGS

Perlman
Architects of Arizona
325020
July 09, 2026

North View



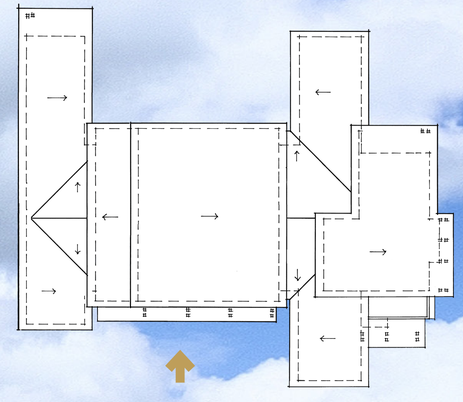
CITY OF PRESCOTT
ARIZONA

FIRE STATION 76 - EXTERIOR RENDERINGS

Perlman
Architects of Arizona

325020 July 09, 2026

North View



Prescott
Fire Station
No. 73

FIRE STATION 73 - EXTERIOR RENDERINGS

CITY OF PRESCOTT
ARIZONA

Perlman
Architects of Arizona

325020

July 09, 2026



FIRE STATION 73 - EXTERIOR RENDERINGS

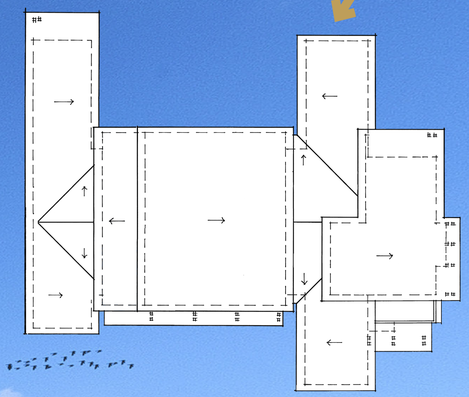
CITY OF PRESCOTT ARIZONA

Perlman Architects of Arizona

325020

July 09, 2026

Southwest View



FIRE STATION 73 - EXTERIOR RENDERINGS

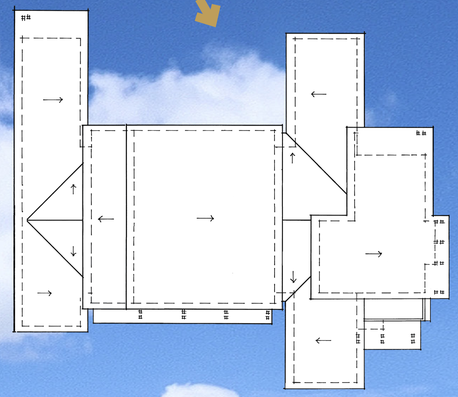
CITY OF PRESCOTT ARIZONA

Perlman Architects of Arizona

325020

July 09, 2026

Southeast View



FIRE STATION 73 - EXTERIOR RENDERINGS

CITY OF PRESCOTT ARIZONA

Perlman Architects of Arizona

325020 July 09, 2026

FIRE STATION 76



FIRE STATION 73



CITY OF PRESCOTT ARIZONA

FIRE STATION 76 & 73 - EXTERIOR RENDERINGS CONCEPTS COMPARISON

Perlman Architects of Arizona

325020

July 09, 2026



PRESCOTT FS76

1624 SUNDOG RANCH ROAD
PRESCOTT, AZ 86301

325020
07.08.2026

NOT FOR CONSTRUCTION
07.08.2026

Perlman
Architects of Arizona

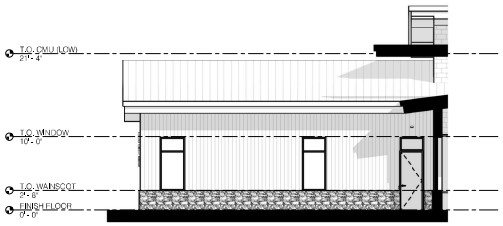
Rev.	Date	By	Description

PRESCOTT FS76

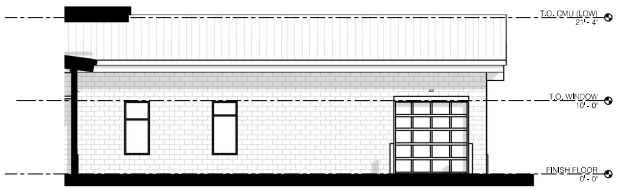
1624 SUNDOG RANCH ROAD
PRESCOTT, AZ 86301

PERLMAN ARCHITECTS OF ARIZONA, INC.
2929 N. CENTRAL AVE., STE. #1600
PHOENIX, AZ 85012
480.951.5900 tel.

Perlman
Architects of Arizona



4 EXTERIOR ELEVATION - PARTIAL
1/8" = 1'-0"



3 EXTERIOR ELEVATION - PARTIAL
1/8" = 1'-0"



2 EXTERIOR ELEVATION - SIDE (SOUTH)
1/8" = 1'-0"



1 EXTERIOR ELEVATION - FRONT (EAST)
1/8" = 1'-0"

KEYNOTES

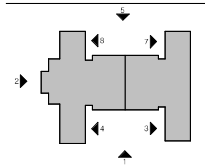
GENERAL NOTES

1. INFORM THE ARCHITECT OF ANY DISCREPANCIES BEFORE BEGINNING WORK.
2. ALL SIGNAGE UNDER SEPARATE SUBMITTAL AND PERMIT.
3. PROVIDE CONTINUOUS CAULK MATCHED COLORING AT TRANSITION OF ALL DISSIMILAR MATERIALS.
4. CONTRACTOR SHALL CONFIRM AND MARK ALL UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO START OF WORK.
5. ALL DIMENSIONS ARE TO MASONRY, CONCRETE, OR STUD FRAMING.
6. CONTRACTOR TO MATCH ALL CAULKING/EXPANSION MATERIAL COLOR TO ADJACENT WALL.

MATERIAL LEGEND

#	DESCRIPTION
M1	METAL ROOFING MANF: ATAS PRODUCT: 2" FIELD-LOK, SINGLE LOCK COLOR: CLASSIC BRONZE
M2	INTEGRAL COLOR MASONRY PRODUCT: MESASTONE, RUNNING BOND COLOR: MCDOWELL GROUT/SEALANT: COLOR MATCH
M3	INTEGRAL COLOR MASONRY MANF: SUPERLITE STYLE: MESASTONE, RUNNING BOND COLOR: BUFF GROUT/SEALANT: COLOR MATCH
M4	INTEGRAL COLOR MASONRY MANF: OLDCASTLE SUPERLITE PRODUCT: MESASTONE, STACKED BOND COLOR: MCDOWELL GROUT/SEALANT: COLOR MATCH
M5	METAL CLADDING MANF: ATAS PRODUCT: VERSA-SEAM, 8" W, 3/4 REVEAL HORIZONTAL INSTALLATION OVER HAT CHANNELS COLOR: SIERRA TAN TRIM: COLOR MATCH
M6	METAL SCREEN MANF: 3X3 STEEL ANGLES COLOR: PAINTED TO MATCH ATAS MISSION RED
M7	ALUMINUM DOOR/WINDOW FRAME MANF: ARCADIA COLOR: CLEAR ANODIZED ALUMINUM
M8	APPARATUS BAY DOORS MANF: TIGER DRYLAC POWDER COATINGS COLOR: MATCH ATAS MISSION RED
M9	GLAZING MANUFACTURER: PPG COLOR: SOLARBAN 70 (2) SOLARBRONZE
M10	METAL DOORS/WINDOW FRAME COLOR: COLORMATCH ROOF
M11	PARAPET METAL CAPPING COLOR: COLORMATCH ROOF
M12	METAL COLUMNS/ BEAMS COLOR: TBD
M13	EIFS COLOR: COLORMATCH WALL PANELS

KEY PLAN



Perlman
Architects of Arizona
2929 N. Central Ave, Ste. 1600
Phoenix, AZ 85012
480.951.5800

Seal

NOT FOR CONSTRUCTION

These drawings are instruments of service and are the property of Perlman Architects of Arizona. Neither all or any portion of these drawings may be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party without first obtaining the expressed written permission and consent of Perlman Architects. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions on the job. Any discrepancies must be reported to the Architect immediately.

Rev.	Date	By	Description

Project
PRESCOTT FS76
1624 SUNDOG RANCH ROAD
PRESCOTT, AZ 86301

Owner
CITY OF PRESCOTT PUBLIC WORKS
433 N. VIRGINIA STREET
PRESCOTT, AZ 86301

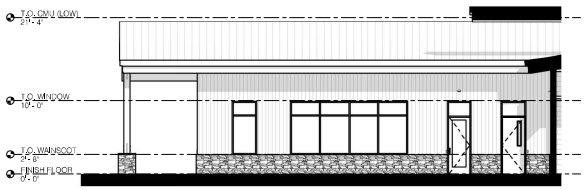
Drawn/Checked
XI / CH

Date
07.08.2026

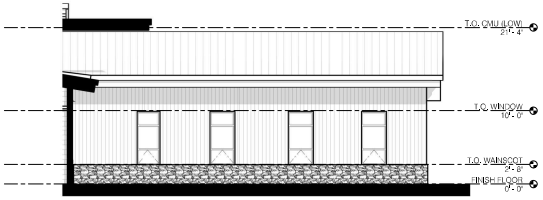
Project Number
325020

Sheet Number
EXTERIOR ELEVATIONS
A9.1

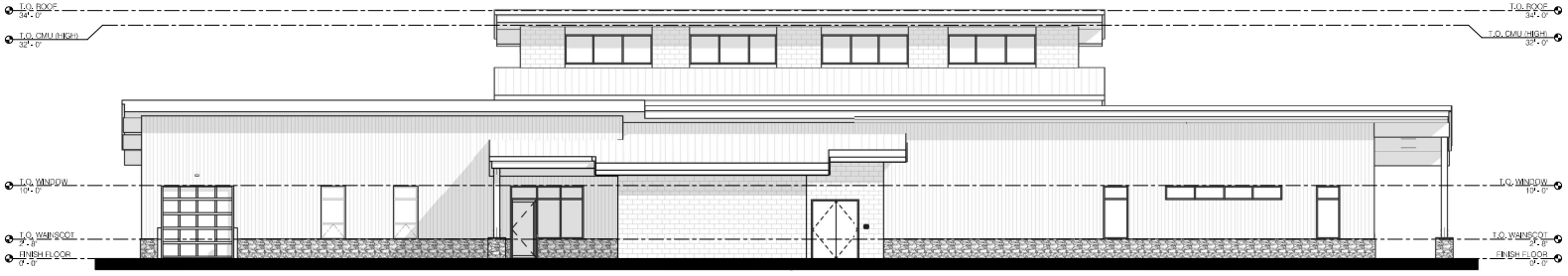
7/8/2026 11:25:14 AM



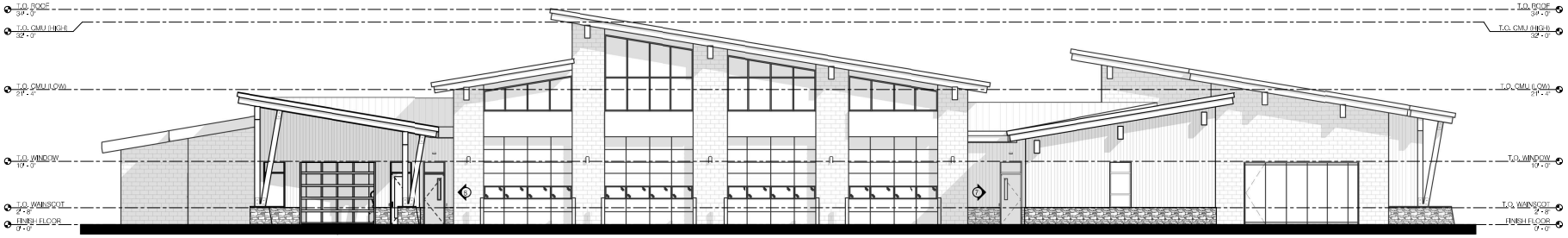
8 EXTERIOR ELEVATION - PARTIAL
1/8" = 1'-0"



7 EXTERIOR ELEVATION - PARTIAL
1/8" = 1'-0"



6 EXTERIOR ELEVATION - SIDE (NORTH)
1/8" = 1'-0"



5 EXTERIOR ELEVATION - REAR (WEST)
1/8" = 1'-0"

KEYNOTES

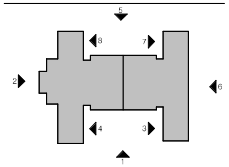
GENERAL NOTES

1. INFORM THE ARCHITECT OF ANY DISCREPANCIES BEFORE BEGINNING WORK.
2. ALL SIGNAGE UNDER SEPARATE SUBMITTAL AND PERMIT.
3. PROVIDE CONTINUOUS CAULK MATCHED COLORING AT TRANSITION OF ALL DISSIMILAR MATERIALS.
4. CONTRACTOR SHALL CONFIRM AND MARK ALL UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO START OF WORK.
5. ALL DIMENSIONS ARE TO MASONRY, CONCRETE, OR STUD FRAMING.
6. CONTRACTOR TO MATCH ALL CAULKING/EXPANSION MATERIAL COLOR TO ADJACENT WALL.

MATERIAL LEGEND

#	DESCRIPTION
M1	METAL ROOFING MANF: ATAS PRODUCT: 2" FIELD-LOK, SINGLE LOCK COLOR: CLASSIC BRONZE
M2	INTEGRAL COLOR MASONRY PRODUCT: MESASTONE, RUNNING BOND COLOR: MCDOWELL GROUT/SEALANT: COLOR MATCH
M3	INTEGRAL COLOR MASONRY MANF: SUPERLITE STYLE: MESASTONE, RUNNING BOND COLOR: BUFF GROUT/SEALANT: COLOR MATCH
M4	INTEGRAL COLOR MASONRY MANF: OLDCASTLE SUPERLITE PRODUCT: MESASTONE, STACKED BOND COLOR: MCDOWELL GROUT/SEALANT: COLOR MATCH
M5	METAL CLADDING MANF: ATAS PRODUCT: VERSA-SEAM, 8" W/ 3/4" REVEAL HORIZONTAL INSTALLATION OVER HAT CHANNELS COLOR: SIERRA TAN TRIM: COLOR MATCH
M6	METAL SCREEN MANF: 3X3 STEEL ANGLES COLOR: PAINTED TO MATCH ATAS MISSION RED
M7	ALUMINUM DOOR/WINDOW FRAME MANF: ARCADIA COLOR: CLEAR ANODIZED ALUMINUM
M8	APPARATUS BAY DOORS MANF: TIGER DRYLAC POWDER COATINGS COLOR: MATCH ATAS MISSION RED
M9	GLAZING MANUFACTURER: PPG COLOR: SOLARBAN 70 (2) SOLARBRONZE
M10	METAL DOORS/WINDOW FRAME COLOR: COLORMATCH ROOF
M11	PARAPET METAL CAPPING COLOR: COLORMATCH ROOF
M12	METAL COLUMNS/ BEAMS COLOR: TBD
M13	EIFS COLOR: COLORMATCH WALL PANELS

KEY PLAN



Perlman
Architects of Arizona
2929 N. Central Ave, Ste. 1600
Phoenix, AZ 85012
480.951.5800

Seal

NOT FOR CONSTRUCTION

These drawings are instruments of service and are the property of Perlman Architects of Arizona. Neither all or any portion of these drawings are to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the expressed written permission and consent of Perlman Architects of Arizona. Visitors, contractors or those drawings shall not scale drawings. Use only figured dimensions.

Rev.	Date	By	Description

PRESCOTT FS76
1624 SUNDOG RANCH ROAD
PRESCOTT, AZ 86301

Project

CITY OF PRESCOTT PUBLIC WORKS
433 N. VIRGINIA STREET
PRESCOTT, AZ 86301

Owner

Drawn/Checked
XI / CH

Date
07.08.2026

Project Number
325020

Sheet Number
EXTERIOR ELEVATIONS
A9.2

7/8/2026 11:25:45 AM



PRESCOTT FS73

4708 AZ-89
PRESCOTT, AZ 86301

325020
07.08.2026

NOT FOR CONSTRUCTION
07.08.2026

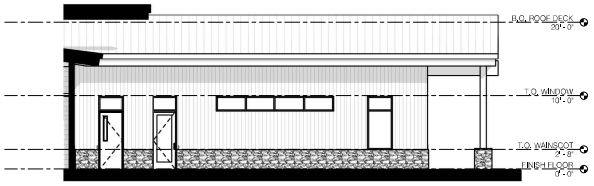
Perlman
Architects of Arizona

Rev.	Date	By	Description

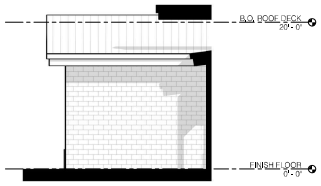
PRESCOTT FS73

4708 AZ-89
PRESCOTT, AZ 86301

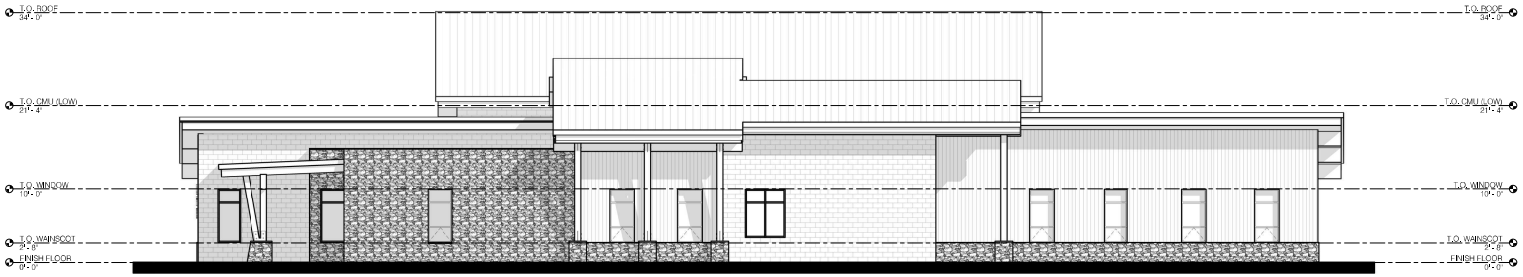
Perlman
Architects of Arizona
PERLMAN ARCHITECTS OF ARIZONA, INC.
2929 N. CENTRAL AVE. STE. #1600
PHOENIX, AZ 85012
480.951.5900 tel.



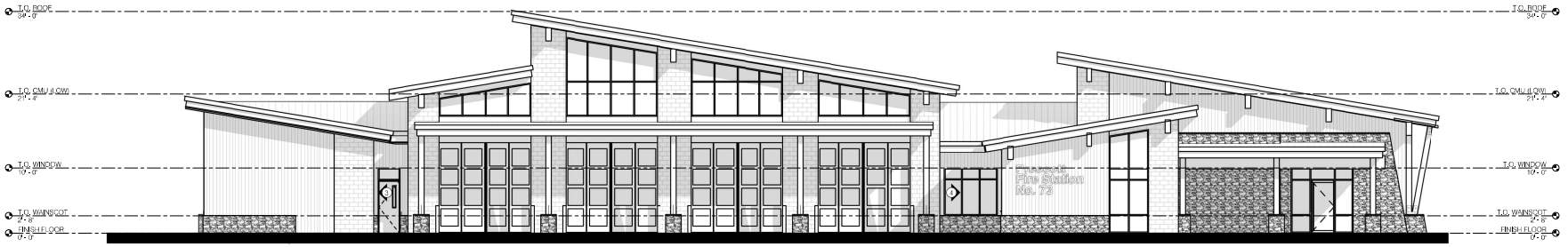
4 EXTERIOR ELEVATION - PARTIAL
1/8" = 1'-0"



3 EXTERIOR ELEVATION - PARTIAL
1/8" = 1'-0"



2 EXTERIOR ELEVATION - SIDE
1/8" = 1'-0"



1 EXTERIOR ELEVATION - FRONT
1/8" = 1'-0"

KEYNOTES

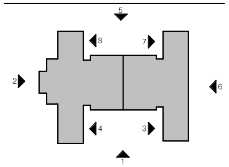
GENERAL NOTES

1. INFORM THE ARCHITECT OF ANY DISCREPANCIES BEFORE BEGINNING WORK.
2. ALL SIGNAGE UNDER SEPARATE SUBMITTAL AND PERMIT.
3. PROVIDE CONTINUOUS CAULK MATCHED COLORING AT TRANSITION OF ALL DISSIMILAR MATERIALS.
4. CONTRACTOR SHALL CONFIRM AND MARK ALL UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO START OF WORK.
5. ALL DIMENSIONS ARE TO MASONRY, CONCRETE, OR STUD FRAMING.
6. CONTRACTOR TO MATCH ALL CAULKING/EXPANSION MATERIAL COLOR TO ADJACENT WALL.

MATERIAL LEGEND

#	DESCRIPTION
M1	METAL ROOFING MANF: ATAS PRODUCT: 2" FIELD-LOK, SINGLE LOCK COLOR: CLASSIC BRONZE
M2	INTEGRAL COLOR MASONRY PRODUCT: MESASTONE, RUNNING BOND COLOR: MCDOWELL GROUT/SEALANT: COLOR MATCH
M3	INTEGRAL COLOR MASONRY MANF: SUPERLITE STYLE: MESASTONE, RUNNING BOND COLOR: BUFF GROUT/SEALANT: COLOR MATCH
M4	INTEGRAL COLOR MASONRY MANF: OLDCASTLE SUPERLITE PRODUCT: MESASTONE, STACKED BOND COLOR: MCDOWELL GROUT/SEALANT: COLOR MATCH
M5	METAL CLADDING MANF: ATAS PRODUCT: VERSA-SEAM, 8" W/ 3/4 REVEAL HORIZONTAL INSTALLATION OVER HAT CHANNELS COLOR: SIERRA TAN TRIM: COLOR MATCH
M6	METAL SCREEN MANF: 3X3 STEEL ANGLES COLOR: PAINTED TO MATCH ATAS MISSION RED
M7	ALUMINUM DOOR/WINDOW FRAME MANF: ARCADIA COLOR: CLEAR ANODIZED ALUMINUM
M8	APPARATUS BAY DOORS MANF: TIGER DRYLAC POWDER COATINGS COLOR: MATCH ATAS MISSION RED
M9	GLAZING MANUFACTURER: PPG COLOR: SOLARBAN 70 (2) SOLARBRONZE
M10	METAL DOORS/WINDOW FRAME COLOR: COLORMATCH ROOF
M11	PARAPET METAL CAPPING COLOR: COLORMATCH ROOF
M12	METAL COLUMNS/ BEAMS COLOR: TBD
M13	FIES COLOR: COLORMATCH WALL PANELS

KEY PLAN



Perlman
Architects of Arizona
2929 N. Central Ave, Ste. 1600
Phoenix, AZ 85012
480.951.5900

Seal

NOT FOR CONSTRUCTION

These drawings and the ideas and designs incorporated herein, as an instrument of service, are the property of Perlman Architects of Arizona, Inc. (the "Architect") and are not to be used in whole or in part, for any other project, without the written permission of the Architect and unless similar responsibility is assumed by the Architect for its use. Visitors, contractors and subcontractors shall verify all dimensions on the job before proceeding with any work. Do not scale drawings. ©2026 Perlman Architects of Arizona, Inc.

Rev.	Date	By	Description

PRESCOTT FS76
1624 SUNDOG RANCH ROAD
PRESCOTT, AZ 86301

Project

CITY OF PRESCOTT PUBLIC WORKS
433 N. VIRGINIA STREET
PRESCOTT, AZ 86301

Owner

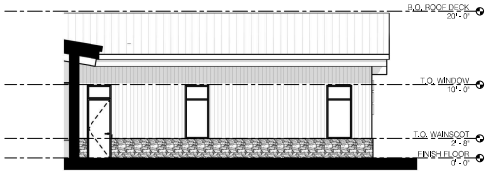
Drawn/Checked
XI / CH

Date
07.08.2026

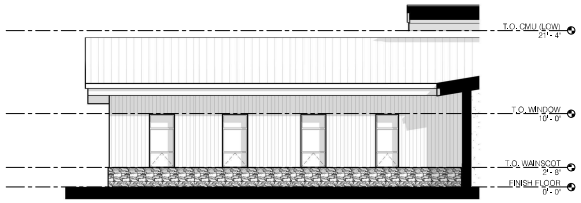
Project Number
325020

Sheet Number
EXTERIOR ELEVATIONS FS73
A9.1B

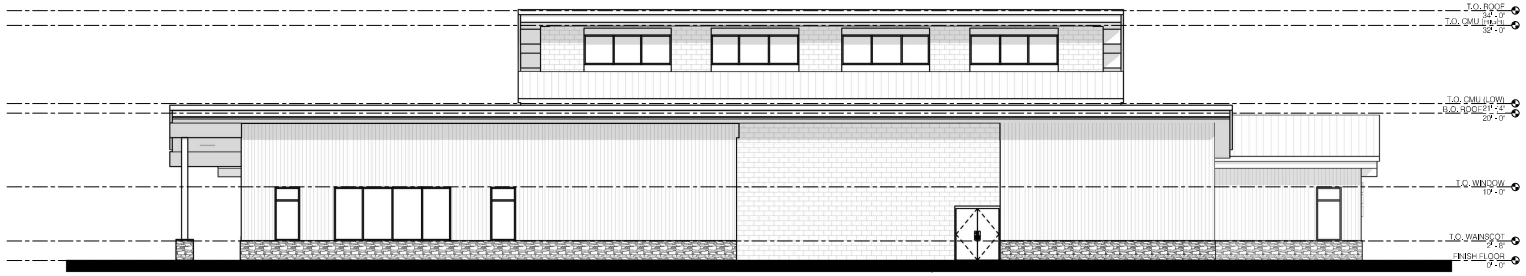
7/8/2026 11:32:22 AM



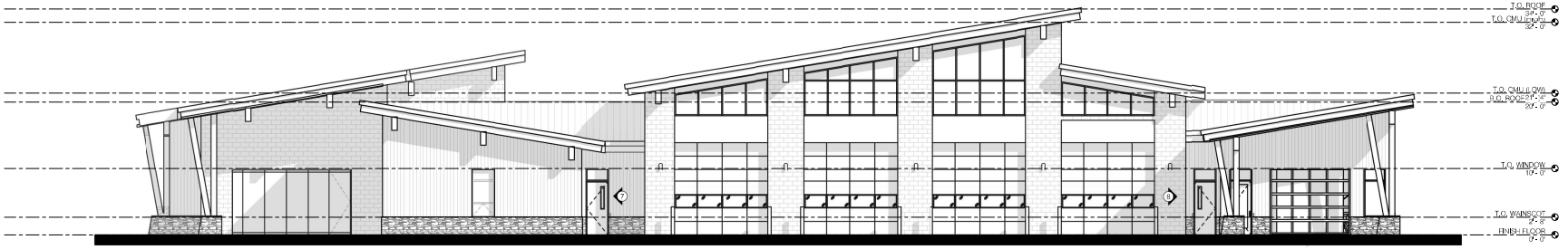
8 EXTERIOR ELEVATION - PARTIAL
1/8" = 1'-0"



7 EXTERIOR ELEVATION - PARTIAL
1/8" = 1'-0"



6 EXTERIOR ELEVATION - SIDE
1/8" = 1'-0"



5 EXTERIOR ELEVATION - REAR
1/8" = 1'-0"

KEYNOTES

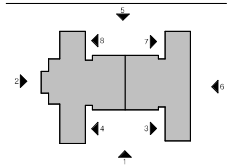
GENERAL NOTES

1. INFORM THE ARCHITECT OF ANY DISCREPANCIES BEFORE BEGINNING WORK.
2. ALL SIGNAGE UNDER SEPARATE SUBMITTAL AND PERMIT.
3. PROVIDE CONTINUOUS CAULK MATCHED COLORING AT TRANSITION OF ALL DISSIMILAR MATERIALS.
4. CONTRACTOR SHALL CONFIRM AND MARK ALL UNDERGROUND AND OVERHEAD UTILITIES PRIOR TO START OF WORK.
5. ALL DIMENSIONS ARE TO MASONRY, CONCRETE, OR STUD FRAMING.
6. CONTRACTOR TO MATCH ALL CAULKING/EXPANSION MATERIAL COLOR TO ADJACENT WALL.

MATERIAL LEGEND

#	DESCRIPTION
M1	METAL ROOFING MANF: ATAS PRODUCT: 2" FIELD-LOK, SINGLE LOCK COLOR: CLASSIC BRONZE
M2	INTEGRAL COLOR MASONRY PRODUCT: MESASTONE, RUNNING BOND COLOR: MCDOWELL GROUT/SEALANT: COLOR MATCH
M3	INTEGRAL COLOR MASONRY MANF: SUPERLITE STYLE: MESASTONE, RUNNING BOND COLOR: BUFF GROUT/SEALANT: COLOR MATCH
M4	INTEGRAL COLOR MASONRY MANF: OLDCASTLE SUPERLITE PRODUCT: MESASTONE, STACKED BOND COLOR: MCDOWELL GROUT/SEALANT: COLOR MATCH
M5	METAL CLADDING MANF: ATAS PRODUCT: VERSA-SEAM, 8" W/ 3/4 REVEAL HORIZONTAL INSTALLATION OVER HAT CHANNELS COLOR: SIERRA TAN TRIM: COLOR MATCH
M6	METAL SCREEN MANF: 3X3 STEEL ANGLES COLOR: PAINTED TO MATCH ATAS MISSION RED
M7	ALUMINUM DOOR/WINDOW FRAME MANF: ARCADIA COLOR: CLEAR ANODIZED ALUMINUM
M8	APPARATUS BAY DOORS MANF: TIGER DRYLAC POWDER COATINGS COLOR: MATCH ATAS MISSION RED
M9	GLAZING MANUFACTURER: PPG COLOR: SOLARBAN 70 (2) SOLARBRONZE
M10	METAL DOORS/WINDOW FRAME COLOR: COLORMATCH ROOF
M11	PARAPET METAL CAPPING COLOR: COLORMATCH ROOF
M12	METAL COLUMNS/ BEAMS COLOR: TBD
M13	FIES COLOR: COLORMATCH WALL PANELS

KEY PLAN



Perlman
Architects of Arizona
2929 N. Central Ave, Ste. 1600
Phoenix, AZ 85012
480.951.5900

Seal

NOT FOR CONSTRUCTION

These drawings and the designs incorporated herein, as an instrument of service, are and shall remain the property of Perlman Architects of Arizona. The drawings are not to be used in any way on any other project, except by agreement in writing and with appropriate compensation to Perlman Architects of Arizona. These ideas are not to be reproduced, changed or copied in any form or manner whatsoever, nor are they to be assigned to any third party, without first obtaining the expressed written permission and consent of Perlman Architects of Arizona. Written dimensions on these drawings shall have precedence over scaled dimensions.
© COPYRIGHT 2025 PERLMAN ARCHITECTS OF ARIZONA

Rev.	Description	Date	By

Project: PRESCOTT FS76
1624 SUNDOG RANCH ROAD
PRESCOTT, AZ 86301

Owner: CITY OF PRESCOTT PUBLIC WORKS
433 N. VIRGINIA STREET
PRESCOTT, AZ 86301

Drawn/Checked: XI / CH

Date: 07.08.2026

Project Number: 325020

Sheet Number: EXTERIOR ELEVATIONS FS73

A9.2B

7/8/2026 11:32:59 AM

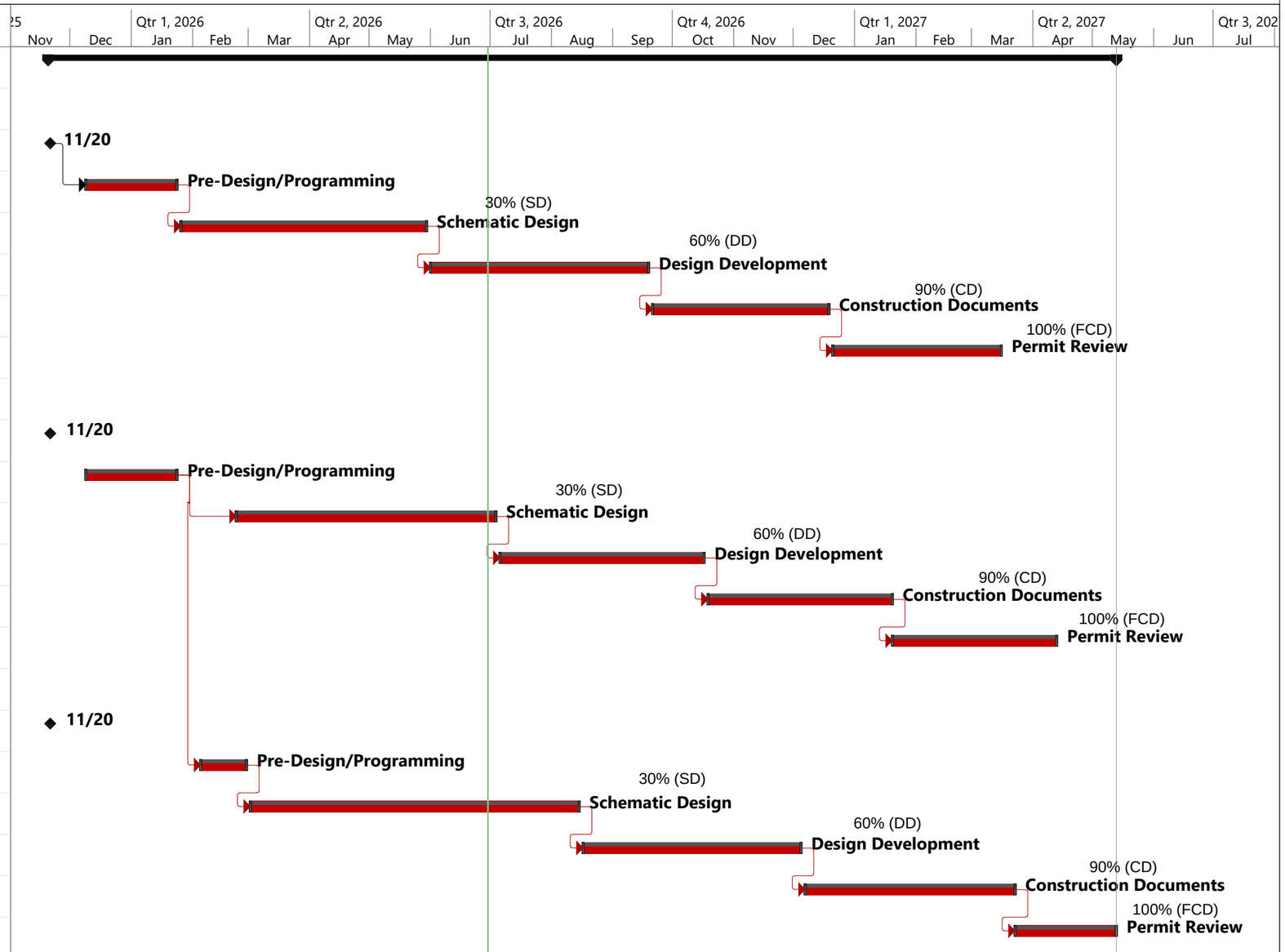
Design Project Schedule for

Architectural Services for Multiple Prescott Fire Stations

June 30,2026

Perlman Architects of Arizona

ID	Task Name	Duration	Start	Finish
0	**Prescott Multiple Fire Stations**	**385 days**	**Thu 11/20/25**	**Wed 5/12/27**
1	**Fire Station No. 76 - Sundog**	**343 days**	**Thu 11/20/25**	**Mon 3/15/27**
2	Notice to Proceed	1 day	Thu 11/20/25	Thu 11/20/25
3	Pre-Design/Programming	34 days	Tue 12/9/25	Fri 1/23/26
4	30% Schematic Design/CMAR Costing	90 days	Mon 1/26/26	Fri 5/29/26
5	60% Design Development/CMAR Costing	80 days	Mon 6/1/26	Fri 9/18/26
6	90% Construction Documents/CMAR GMP	65 days	Mon 9/21/26	Fri 12/18/26
7	100% Permit Review	61 days	Mon 12/21/26	Mon 3/15/27
8	**Fire Station No. 73 - Phippen**	**363 days**	**Thu 11/20/25**	**Mon 4/12/27**
9	Notice to Proceed	1 day	Thu 11/20/25	Thu 11/20/25
10	Pre-Design/Programming	34 days	Tue 12/9/25	Fri 1/23/26
11	30% Schematic Design/CMAR Costing	95 days	Mon 2/23/26	Fri 7/3/26
12	60% Design Development/CMAR Costing	75 days	Mon 7/6/26	Fri 10/16/26
13	90% Construction Documents/CMAR GMP	67 days	Mon 10/19/26	Tue 1/19/27
14	100% Permit Review	59 days	Wed 1/20/27	Mon 4/12/27
15	**Fire Station No. 72 - Remodel - Rebuild**	**385 days**	**Thu 11/20/25**	**Wed 5/12/27**
16	Notice to Proceed	1 day	Thu 11/20/25	Thu 11/20/25
17	Feasibility Analysis/Pre-Design/Programming	17 days	Thu 2/5/26	Fri 2/27/26
18	30% Schematic Design/CMAR Costing	120 days	Mon 3/2/26	Fri 8/14/26
19	60% Design Development/CMAR Costing	80 days	Mon 8/17/26	Fri 12/4/26
20	90% Construction Documents/CMAR GMP	76 days	Mon 12/7/26	Mon 3/22/27
21	100% Permit Review	37 days	Tue 3/23/27	Wed 5/12/27



Project: Prescott Multiple Fire S
Date: Tue 6/30/26

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Perlman Architects is not responsible for increases in the schedule caused by Owner & City review times. Perlman Architects reserves the right to modify the schedule if the Owner, City, Owner's Consultants deviates from and/or delays the schedule.

Public Works Department

201 N. Montezuma Street,
Prescott, Arizona 86301
(928) 777-1130

Multiple Fire Stations

Project Initiation and Procurement Planning

January 2025 – November 2025

Planning efforts for the City's Fire Station Capital Improvement Program began in January 2025, nearly one year before design programming commenced. During this phase, City staff, the Prescott Fire Department, Public Works, and supporting departments established the overall project vision, evaluated station priorities, developed the procurement strategy, and began identifying potential station locations and operational requirements. The following timeline summarizes key project meetings, decisions, and major milestones from project initiation through design development.

Project Kickoff Meeting

January 21, 2025

The City held the initial Fire Station Design Project Kickoff Meeting to establish the overall vision, goals, and implementation strategy for the Fire Station Capital Improvement Program.

- Established the primary project objectives of improving emergency response times, firefighter health and wellness, operational efficiency, and long-term service capacity.
- Confirmed the priority order of capital projects:
  - Fire Station 76 (new construction)
  - Fire Station 73 (new construction)
  - Fire Station 72 (replacement/reconstruction)
  - Fire Training Tower (separate project)
- Determined that Fire Stations 73 and 76 would utilize a common base design to improve consistency, reduce design costs, simplify maintenance, and support future station construction.
- Identified the Construction Manager at Risk (CMAR) delivery method as the preferred procurement approach.
- Established preliminary station programming goals, including approximately 14,000-square-foot, four-bay fire stations with community meeting space and the ability to accommodate future operational growth.
- Began evaluating potential station locations, emergency apparatus ingress and egress, utility availability, and land acquisition requirements.
- Identified the need for future engineering evaluations, including traffic studies, geotechnical investigations, boundary surveys, and a feasibility assessment of Fire Station 72.

- Established the importance of public communication throughout the project, including milestone updates and future project website development.

Request for Statements of Qualifications (RSOQ) Development

February 18, 2025

The project team-initiated development of the Request for Statements of Qualifications (RSOQ) for architectural and engineering services.

- Reviewed and refined the RSOQ procurement documents.
- Established a two-step qualifications-based selection process.
- Developed consultant evaluation criteria and scoring methodology.
- Established the interview panel composition and evaluation procedures.
- Confirmed that procurement activities could proceed prior to final property acquisition.
- Created the project SharePoint site to support collaboration between Public Works and Fire Department staff.
- Identified the need to incorporate public art, community spaces, Police Department accommodations, and other City operational needs into the design criteria.

Site Selection & Coordination Meeting

February 18, 2025

City staff continued evaluating potential station locations and operational requirements.

- Reviewed preliminary site layouts for the proposed Fire Station 73 location.
- Evaluated emergency apparatus turning movements and access requirements.
- Began discussions regarding property acquisition and coordination with adjacent property owners.
- Initiated coordination with the City's Traffic Engineering Division regarding ingress, egress, and traffic control improvements.
- Reviewed opportunities for co-locating other City services, including community rooms, library services, Police Department substations, emergency operations space, and information technology infrastructure.
- Established coordination procedures between Public Works, Fire Administration, and Finance for the procurement process.

Procurement & Site Planning Coordination

March 10, 2025

As the procurement process advanced, the project team continued refining site selection and consultant procurement activities.

- Finalized revisions to the architectural and engineering RSOQ documents.
- Refined consultant evaluation criteria and interview procedures.
- Continued coordination regarding property acquisition and landowner discussions for Fire Station 73.

- Completed preliminary reviews of utility availability, water, sewer, electrical service, and communications infrastructure at the proposed station sites.
- Evaluated emergency response access, traffic circulation, and alternative ingress/egress options for the proposed station locations.
- Coordinated with Traffic Engineering regarding future roadway improvements and emergency signal preemption opportunities.
- Identified additional programming needs, including Police Department substation requirements, emergency operations capabilities, and firefighter support spaces.
- *Began collecting existing geotechnical, soils, and site information to support future* design efforts.

Station Design Conference 2025

May 19-22, 2025

Fire Department and Public Works Staff attended the 2025 Station Design Conference, held May 19–22, 2025, in Glendale, Arizona, fire chiefs, capital program manager, capital project managers, and members of the station design committee. Attended a multi-day conference to discuss best practices for designing fire facilities that meet both current and future operational needs. The conference featured more than 60 educational sessions, workshops, one-on-one project reviews, and over 100 exhibitors focused on public safety facility design and construction

- Plan for a 50–75-year facility. Stations should be designed to accommodate future staffing, apparatus, technology, and community growth rather than only today's operational needs.
- Programming is critical. Developing a detailed Program of Requirements before design begins helps establish the appropriate building size, room adjacencies, operational workflow, and realistic project budget.
- Prioritize firefighter health and safety. Modern station design should incorporate clean/dirty zoning, contaminant control, decontamination areas, dedicated gear storage, proper ventilation, and wellness spaces to reduce long-term health risks.
- Design for operational efficiency. Layouts should minimize response times through efficient apparatus bay configurations, logical circulation paths, and functional support spaces while improving day-to-day operations.
- Build resilient, adaptable facilities. Stations should be capable of supporting emergency operations during disasters and be flexible enough to accommodate emerging technologies such as electric apparatus, drones, robotics, AI-based security systems, and future communications infrastructure.
- Engage stakeholders early. Successful projects rely on early collaboration among fire personnel, architects, engineers, municipal leadership, and the community to establish consensus and avoid costly redesigns later in the project.

Mandatory Pre-Proposal Conference

June 16, 2025

The City conducted the mandatory pre-proposal conference for firms interested in providing architectural and engineering services for the Fire Station Design Program. The meeting reviewed procurement requirements, project scope, and design expectations.

- Attendance was mandatory for firms intending to submit Statements of Qualifications (SOQs).
- City's intent to award a single architectural and engineering contract for the design of all three fire station projects.
- Reaffirmed the goal of utilizing a common base design for Fire Stations 73 and 76 to improve consistency, reduce design costs, and simplify long-term maintenance.
- Confirmed Fire Station 72 would include a feasibility study to determine whether reconstruction or replacement would provide the greatest long-term value.
- Reviewed the anticipated scope of professional services, including architectural and engineering design, environmental and geotechnical investigations, drainage and traffic studies, permitting, utility coordination, FF&E planning, and construction phase services.
- Confirmed the project would utilize the Construction Manager at Risk (CMAR) delivery method, with CMAR selection anticipated following approximately 30 percent design completion.
- Reviewed preliminary facility programming requirements, including:
- Approximately 14,000-square-foot fire stations.
- Four double-deep apparatus bays (three-bay minimum).
- Community and training rooms with independent public access.
- Gender-neutral restroom and shower facilities.
- Administrative offices and firefighter living quarters.
- Space to accommodate six to eight firefighters and a Battalion Chief.
- Confirmed that Fire Stations 73, 76, and 72 would be designed concurrently, with Station 72 requiring an independent design approach due to site constraints.
- Responded to consultant questions regarding Police Department substation programming, project phasing, CMAR procurement, cost estimating responsibilities, and construction sequencing.

Statement of Qualifications (SOQ)

July 10, 2025

The City completed the Statement of Qualifications (SOQ) submittal phase for architectural and engineering design services for the Fire Station Capital Improvement Program.

- Received nine (9) SOQ submissions from qualified architectural design firms on Thursday, July 10, 2025, at 2:00 p.m.
- Reviewed all submitted qualifications for compliance with the procurement requirements, it was determined that two (2) SOQ submissions were non-responsive and rejected due to failure to include a signed acknowledgment of the issued addendum with the firm's submittal.

- The remaining seven (7) responsive SOQ submissions to the five (5) member selection committee for evaluation.
- A five-member review committee evaluated, scored, and ranked the submitted qualifications based on the established evaluation criteria. July 14 – July 25 2025.
- Identified the top three (3) ranked firms to participate in the formal interview and presentation process. The interviews were held in the Executive Conference Room at Prescott City Hall on August 7 – August 8 2025.
- Following completion of the interview process, firm Perlman Architects was the highest-ranked/scored Firm and was selected to submit a scope of work and fee proposal for architectural design services for the new Fire Stations.

Internal Scope & Fee Kickoff Meeting

August 25, 2025

Following consultant selection, City staff conducted an internal kickoff meeting to review the project scope and establish design priorities before contract negotiations.

- Reviewed the Fire Department's original facility programming document that formed the basis of the Request for Statements of Qualifications.
- Emphasized completing scope revisions before contract execution to minimize future change orders, additional design costs, and project delays.
- Confirmed that the Fire Station 72 feasibility study would remain within the design scope to evaluate reconstruction versus complete replacement.
- Discussed operational continuity during construction and identified temporary relocation options for Fire Station 72 personnel should reconstruction be recommended.
- Requested the design consultant evaluate temporary station accommodation options during future design development.
- Reviewed the current status of the proposed Fire Station 76 (Sundog) site and discussed operational concerns regarding the site's proximity to the Humane Society and potential impacts from emergency vehicle sirens.
- Reviewed applicable building code requirements and provided recent code updates to the design consultant for incorporation into the project.
- Requested the design consultant submit project questions before the formal design kickoff meeting to allow City staff adequate review time.
- Confirmed that Fire Stations 73 and 76 remained the highest project priorities.
- Determined that the common prototype station design would likely be applicable only to Fire Stations 73 and 76, while Fire Station 72 would require a unique design solution because of existing site constraints and operational requirements.

Fire/Police Project Coordination Meeting with CAFMA, IT, & Facilities

November 3, 2025

The City conducted a coordination meeting with Fire, Police, CAFMA, Information Technology, and Facilities staff to identify operational requirements, technology needs, facility standards, and design criteria for the new Fire Station projects.

- Coordinated with CAFMA, Prescott Fire Department, City IT, and Facilities staff to establish project requirements that will be incorporated into the design development process.
- Identified the need for continued coordination meetings during programming and design workshops to confirm operational needs and technical requirements.
- Discussed potential need for communication towers at new fire stations.
- Determined additional evaluation is required to confirm tower requirements.
- CAFMA to provide communication system requirements for review by IT and the design team.
- Discussed incorporating communication tower infrastructure into the building design where feasible.
- Identified the potential for grant funding opportunities related to communication infrastructure.
- Confirmed CAFMA coordination meetings will be required during programming.
- Identified G2 as the Fire Department's preferred BDA vendor.

Transition to Design Phase

December 2025 – July 2026

By the conclusion of the procurement planning effort in March 2025, the City established the overall project delivery strategy, consultant selection process, station priorities, preliminary programming objectives, and preferred project delivery method. These efforts provided the framework for the formal selection of the architectural and engineering design team and the subsequent programming and conceptual design process that commenced in December 2025.

Project programming and design efforts for Fire Stations 76, 73, and 72 began in December 2025 and have progressed through a structured series of bi-weekly design meetings involving City staff, the Prescott Fire Department, Perlman Architects that has progressed the projects and advanced through multiple design milestones, with each meeting building further upon the previous phases. Reviews and discussions are completed to ensure operational requirements, site constraints, permitting considerations, and objectives were incorporated into the design.

Project Programming Kickoff

December 2025

The initial programming meetings established the overall project goals, operational objectives, and design criteria for the three new fire stations. The project team:

- Established room-by-room programming requirements for Fire Stations 73 and 76.
- Reviewed operational requirements with Fire Department personnel.
- Identified long-term expansion opportunities while confirming the stations would not be designed for an immediate fourth shift.
- Established the overall project schedule and programming process.

- Began evaluation of Fire Station 72 and developed the approach for assessing the existing facility.

Programming Completion & Site Evaluation

January 2026

Programming efforts continued with the completion and approval of the Program Summaries for Fire Stations 73 and 76. During this phase the team:

- Finalized room programming and operational requirements.
- Began evaluating multiple site layout alternatives.
- Conducted preliminary reviews of Fire Station 72 programming.
- Initiated site feasibility studies and identified access, circulation, and operational constraints.
- Began evaluating trailhead parking relocation requirements and coordination with Recreation Services.

Site Planning & Agency Coordination

February 2026

The design team advanced into conceptual site planning while beginning coordination with Community Development and other City departments.

- Review of multiple conceptual site layouts for Fire Stations 73 and 76.
- Selection of preferred site layout concepts for continued development.
- Evaluation of emergency apparatus circulation and public access.
- Coordination regarding trailhead parking relocation, restroom relocation, and phased construction.
- Early discussions regarding permitting requirements, zoning, annexation, drainage, traffic circulation, and utility infrastructure.
- Initiation of topographic surveys and civil engineering evaluations.

Conceptual Site Design Development

March 2026

Conceptual site plans were refined based on City and Fire Department input.

- Selection of preferred site concepts for both Fire Stations 73 and 76.
- Refinement of emergency vehicle circulation and secondary access routes.
- Preliminary grading concepts and finished floor elevations.
- Stormwater management and drainage strategies.
- Property boundary adjustments, lot combinations, and right-of-way coordination.
- Coordination with Traffic Engineering regarding access and traffic study requirements.
- Initiation of floor plan development based on approved programming.

Floor Plan & Architectural Design

April 2026

The project transitioned from site planning into building design.

- Review of preliminary floor plans for Fire Stations 73 and 76.
- Operational review with Fire Department personnel to optimize emergency response functions.
- Refinement of apparatus bay layouts, turnout rooms, decontamination areas, fitness rooms, training rooms, administrative spaces, and support areas.
- Evaluation of firefighter wellness features, storage requirements, and specialty equipment.
- Existing facility evaluation of Fire Station 72 and development of preliminary floor plan concepts.

Architectural Character & Material Selection

May 2026

As the floor plans matured, the design team focused on architectural character and appearance.

- Review of exterior architectural concepts.
- Selection of the preferred Contemporary Ranch architectural theme.
- Review of exterior materials, color palettes, and building aesthetics.
- Incorporation of natural lighting, community integration, and long-term maintenance considerations.
- Identification of potential value engineering opportunities should future budget adjustments become necessary.
- The Geotechnical investigations for Fire Stations 73 and 76 Were initiated.

Design Advancement & CMAR Integration

June 2026

The project advanced into the 30% conceptual design phase while integrating the Construction Manager at Risk (CMAR) delivery process.

- Review and approval of preliminary Fire Station 72 site and floor plan concepts.
- Final selection of exterior color schemes and building materials.
- Completion of Geotechnical investigations for Fire Stations 73 and 76 and reports were received.
    - The Geotechnical Report of Staton 76 warranted further investigation of the site, and environmental review was scoped and fee was requested for recommendations if any are needed to the site.
- Progress on lot combinations and property coordination.
- Selection of CORE Construction as the City's Construction Manager at Risk (CMAR) for all three fire stations.

- Initiation of preconstruction coordination between CORE Construction and the design team.

30% Design Completion & Pre-Permitting Coordination

July 2026

Following completion of the 30% conceptual design milestone, the project entered the next phase of development.

- Completing detailed civil engineering coordination.
- Advancing grading, drainage, utility, and site development plans.
- The environmental review of Station 76 is anticipated to be returned in early August. the review will inform the City if further measures are needed.
- Conducting pre-permitting coordination meetings with Community Development, Public Works, Fire Department staff, and CORE Construction.
- Identifying permitting requirements, review timelines, inspection procedures, and project closeout requirements.
- Preparing the project for continued design development toward the 60%, 90%, and final construction document milestones.

Looking Ahead

Together, these efforts, established throughout the programming, design and construction phases, help to create the foundation for the three new fire stations. They help ensure that permitting, standards, and constructability requirements are met, along with the long-term operational and safety needs incorporated throughout the process.

Public Works Department

433 N. Virginia Street
Prescott, Arizona 86301
(928) 777-1130

COP Fire Station Designs
Project Kickoff Meeting

MINUTES
1-21-2025/4:00pm
Public Works Conference Room
ATTENDENCE:
Rowitsch, Oberheim, Knapp, Durre, Burkeen, Sherwood, Burchfield, Hilton, Sparks

1. **Sign-in and Introductions:**

2. **Primary Goals:**
   - Achieve a reduction of response times through additional optimally located resources.
   - Enhance fire station safety and wellness for personnel.
   - Maximize value through construction efficiency and co-location of city services.
   - Locate and design fire stations that encourage public engagement and interaction.
   - Maximize value by building adequately sized facilities for future services and requirements

Questions / concerns:

Chief Knapp advised PFD has 12 employees interested in being on the design committee. Rowitsch advised it is good to have multi levels of engagement.

3. **Immediate Project Needs for Fire (1-3 years):**
   - Fire Training Tower Construction and Training Center Improvements at Existing Training Site
   - Substantial Reconstruction and Expansion of Fire Station 72, Located at 6th Street
   - Construction of Fire Station 76 to be located near Highway 89 between Rosser Drive and Willow Lake Road. Current Finalized Locations include (in Priority Order):
     - Watson Lake Round About Area (City Owned or Private Parcels)
     - Phippen Trailhead near Sundog Ranch (City Owned)
     - Adjacent to the Adult Center on Rosser (City Owned)
   - Relocation of Fire Station 73 to be located near Highway 89A (East of 89 and West of Larry Caldwell) and Highway 89 (South of James Lane and North of Phippen Trail. This location should also be near the proposed ARFF station location to allow for ARFF crew continuity. Current Finalized Locations include (in Priority Order):
     - North of Constellation Trailhead and South of 89 (Privately Owned)
     - East of Heights Church (Privately Owned – City has right of first refusal)
     - Private Property Near Surgery Center

Questions / concerns:
- What is the Priority Order?

Priority order was discussed as:

Station 76 – clean/new site
Station 73 – currently occupied
Station 72 – currently occupied

Design was discussed as:

Station 76 – Use a base design "template"
Station 73 – model off 76
Station 72 - model off 76
Training Tower – separate modular buildings

Timing was discussed:

Work on one project at a time with being of each consecutive project shortly after procurement.

Type of build was discussed:

C Mar or Design Build- CMAR is the preferred method.
C Mar is engineering first until 30% designed then bring in builders. Has separate RSOQ
Design build is team together; architect, engineer, contractor and RSOQ.

Public works recommend C Mar which allows guaranteed max price

Training tower will be a separate project. No infrastructure at this time. Rowitsch asked if a project manager is needed for this project. She recommends Fire has one to assist with site work; propane, lighting, etc. Questions were asked about a structural engineer, civil engineer or geotechnical engineer. Fire advised company should have those but Chief Luedeman will be brought into the conversation to confirm. This company is a sole source so they most likely have these professionals in place.
***ACTION ITEM**: Follow up conversation is needed with Chief Luedeman*

Status of occupied stations during build discussed:

Station 72
Can place modular building(s) on site
Legler advised there is space in the Fleet yard
Can house crews at Station 71

New builds discussion:

Need at least 2 ½ to 4 acres
Acreage needed would depend on pull throughs/bays/any other City use
73 & 76 should have community rooms
Other city uses: Library/book drop
14,000 sq feet, 4 bay station
Same design for all stations except 72
76 & 73 would be same build, as well as 77 (8-10 years)
Watson Lake area – Ingress/Egress concerns especially during festivals, etc
***ACTION ITEM**: Have Mattingly survey ingress/egress*
Phippen area – Same concern with ingress/egress. Logistics discussed. Discussion regarding land ownership. Rowitsch advised to evaluate current City owned property prior to any other acquisition discussions.

Brian Sparks will provide the limits of the proposed lots for station 73 & 76, once limits are given Survey of area will be needed for a Base Line Topo.

Station 73 location, investigate the possibility of donated property.

***ACTION ITEM**: Have Mattingly survey ingress/egress*

Station 72 discussed:

Current metal building. Rowitsch advised they would need to evaluate removal versus modification.

***ACTION ITEM**: Full scale evaluation of Station 72 to see if full reconstruction is a better option.*

Discussion regarding current facilities:

Station 75 is newest fire station and is 35 years old
Station 71 is the oldest. Most used facility. Houses USFS also.
Air quality being tested in all stations. Waiting on results.

4. Near-Term Project Needs for Fire (4-7 years):

- Substantial Health, Safety and Wellness Remodels at Fire Stations.
  Station 71
  Station 74
  Station 75

Questions / concerns:

- What is the Priority Order?

  Station 74 lot is so limited.
  Priority order:
  Station 71
  Station 74
  Station 75

5. Long-Term Project Needs (8-10 years):

- Construction of Fire Station 77-currently projected to be on Highway 89 North of Deep Well Ranch Road and South of Outer Loop Road.

Questions / concerns:

Items tabled
Used Stations 73/76 design for Station 77

6. Efficiency through Concurrent Construction and Common Design:

- The Fire Department desires to issue a combined construction contract for the reconstruction of Station 72 and the construction of Stations 73 and 76. This approach aims to address rising construction costs and enhance project efficiency through shared

resources, reduced mobilization expenses, and bulk procurement. A common base design is preferred to streamline architectural cost and maintain consistency, with specific programming needs added as required. This strategy is expected to provide long-term benefits, including easier maintenance and improved operational efficiency.

Questions / concerns:

Burchfield advised design and bulk procurement may not be possible for all items. Fire Department agreed to follow public works lead on bulk procurement.

It was agreed that it is acceptable to chose the architect and engineer prior to the design conference. The design conference is to educate our design team.

Several vendors already calling, including architects. At the design conference items discussed will be proper design, build and meet experts.

Chief Durre asked what Fire can do to assist Public Works and make like easy for them. Rowitsch advised communication will be critical. Public Works knows the procurement process. We can have a great team with open communication. They will help Fire navigate. Remember that their quick is not our quick.

Durre mentioned communication to the public will be important. Rowitsch stated they are good at public communication. It will be important to inform the public of small milestones. That means something to the public. For example: once we determine a location, notify the public.

A website for the build was discussed.
***ACTION ITEM**: Discuss with Heiney about information on website*

7. General Requirements:

Parcel and Location Requirements: Fire Stations 73 and 76 will require land acquisition. Initial requirements:

Questions / concerns:

- Parcel acquisition status

General Design Requirements:

- **Size and Programming**
- **General Design**
- **Personnel Accommodations:**
- **Construction Materials**
- **Construction Type**
- **Energy Efficiency:**
- **Personnel-Friendly Design:**
- **Fire Suppression and Alarm Systems:**

- **Life Safety and Egress:**
- **Security**
- **Health and Wellness**
- **Firefighter Equipment Storage**
- **Public Reception**
- **Training/Community room**
- **Administrative offices:**
- **Support areas**
- **Police Substations**
- **Station-Specific Programming: Further specific programming should be identified for each project.**
- **Required Permits:**

General Design Questions / concerns:

8. Discussion Items:

Next steps:

We can use a boiler plate procurement document. Once that is prepared and reviewed by all, then Finance will get involved.

Review sites (surveys) – See Action Items above

Public Works Department

433 N. Virginia Street
Prescott, Arizona 86301
(928) 777-1130

COP Fire Station Designs
RSOQ Follow Up Meeting

Agenda
2-18-25/12:00pm
Prescott Fire Lobby Conference Room

1. **Action Items Review**
   a. Burchfield to send RSOQ updated template – *Task completed*
   b. Burkeen will add RSOQ to sharepoint and send link – *Task completed*
   c. Fire review items A, B, C, D, E prior to 2/7/25. – *Task completed*
   d. Public Works will provide aerial photos of sites - *Items were provided Ian had some comments on Phippen Location.*

2. **Sharepoint for Projects**
   a. Do we want/need one – **ACTION ITEM**: *Burkeen to share Station Design Committee folder with Public Works staff assigned to project.*
   b. Who creates/maintains – *Fire Admin staff will maintain.*

3. **Location/Land Acquisition**
   a. Turning movements – *Reviewed Phippen layout. Reviewed Traffic Engineer comments. Logistics discussed. Two parcels are impacted by building on this location; James property and one other party. Watson location also reviewed and discussed. Traffic control plans is needed prior to settling on this site to account for festivals/large traffic events at Watson. Location works for turning movements. Press release will be issued once location is selected* **ACTION ITEM**: *Bryan Sparks to begin discussions with property owners.*

   a. Traffic and Ingress/Egress – ***ACTION ITEM:*** *Rowitsch has tasked Ian Mattingly with signage/traffic control plans.*

4. **Design Aspects**
   a. Art Components/History of PFD/Harmony w Locations – *Artist has approached Chief Durre who wants to donate an art piece that is dedicated to the GMHS 19. Verbiage should be added to RSOQ – public art piece in collaboration with a private artist.* ***ACTION ITEM:*** *Knapp will speak with Legal about policy on art in public places.*
   b. Programming Components – Other City Services – *Library wants book drop, IT, community room, emergency operations center, PD substations*

5. **Two Step RSOQ Process**
   a. RSOQ revisions made review and discuss – *Tracked changes were reviewed and discussed after updated.* ***ACTION ITEM:*** *Update for consistency the order of station construction will be added. Construction Type II is preferred. Feasibility study on Station 72. Public Works will clean up and "accept all changes" and*

send back out for committee review. ***ACTION ITEM:*** *Knapp to work with Chief Valdez to research NFPA and EOC standards.* ***ACTION ITEM:*** *Chief Durre will speak with Chief Bonney regarding PD's need for substations. GR recommends a second RSOQ for existing stations remodels.*

b. Talk about point system and review panel – *Limit to 5 panel members: 2 fire, 1 PE, 1 Thomas, 1 other member.* ***ACTION ITEM:*** *PW will update point system.*

6. Process Discussed

a**.** Public Works/Fire will populate the template RSOQ and send to Finance to complete. RSOQ should then be returned to Public Works/Fire for final review prior to publication.

b**.** SharePoint folder was set up to share with team members

CITY OF PRESCOTT
ARIZONA

Public Works Department

433 N. Virginia Street
Prescott, Arizona 86301
(928) 777-1130

COP Fire Station Designs
RSOQ Follow Up Meeting

Minutes
3-10-25/2:00pm
Public Works Conference Room

In attendance: Thomas Burchfield, Gwen Rowitsch, Tim Sherwood, Ian Mattingly, Holger Durre, Sierra Smith, Lori Burkeen, Thomas Knapp, Randy Perham

1. **Action Items Review**
   a. Burkeen to share Station Design Committee folder with PW staff assigned to project – *completed 2/20/25*
   b. Bryan Sparks to begin discussions with property owners near Phippen location – *Rowitsch discussed communications with Ron James. Portions of the property near Phippen are not owned by Ron James.* ***ACTION ITEM:*** *City Manager's office will coordinate a meeting with City employees and Mr. James.*
   c. Rowitsch tasked Mattingly with signage/traffic control plan (update) –
      - *Mattingly discussed traffic control at Phippen location. Would require an emergency activated system for egress. Non-emergency return to the station would use the roundabout. He does not see any concerns with traffic flow at this location. Water and sewer not an issue at this location. Water and sewer already installed. APS would also be able to easily install another power pole. Conduit already installed for communications. Need to ensure there is no park interaction with the fire station (no parking access, road access, anything that would cause response delays). Egress for emergency calls would exit directly onto 89A, eliminating any possible delays in response.*
      - *Discussion regarding Watson location: Mattingly advised this is similar to Phippen location. Emergency signals are needed for emergency egress. Emergency apparatus would exit directly onto 89A. The only concern about this location would be events. If there is a large event, there is a concern about traffic delays. The station would need a separate exit lane. 89A traffic improvements are being discussed at an upcoming City Council meeting. Add a dedicated exit and entrance, but it is difficult to do in this location. Recommended to have a non-emergency entry but have an emergency egress. Rowitsch advised there have been questions asked about overlay coverage. Chief Durre stated that Kat Moody from GIS has demonstrated, using overlay data, that station locations closer to Willow Creek Road improve coverage and response times, even with two stations near each other. 89A project has some safety improvements planned, including a frontage road. If we know the new station is going to be at Watson, public works can influence some of the safety improvements on the 89A project. Discussion occurred regarding having alternative means of egress in the event of traffic delays.*
   d. Chief Knapp to speak with Legal regarding policy on art in public places: *No requirement per Legal.*

e. Review the RSOQ cleanup by Public Works staff – *Burchfield added everyone's comments from last meeting. Reviewed RSOQ updates. Public Works will have final RSOQ project formatted. Public Works has access to 478 funding in Open.Gov.* ***ACTION ITEM:*** *Chief requested Public Works to add the sub-categories and object codes. RSOQ is for two new stations and feasibility study of Station 72 for maximum bay space.*

f. Chief Knapp to work with Chief Valdez to research NFPA & EOC standards – ***ACTION ITEM:*** *Item still pending. Knapp will meet with Valdez.*

g. Chief Durre to speak with Chief Bonney regarding PD's needs for substations - *Chief Durre spoke with Chief Bonney and PPD requests that the FAA funded station have a substation as well as at 76. PPD has also requested substation at the Prescott Lakes Parkway/Sundog Property & Evidence building.* ***ACTION ITEM:*** *Durre to confirm with Bonney if needed at both or just 73?*

h. Public works staff will update points system. – *100 points total with five categories.* ***ACTION ITEM:*** *Public Works will update RSOQ further, to include updating the Presentation and Interview section to match the SOQ and interview section. RSOQ will be updated to reflect 3-5 firms to be interviewed.*

i. Discuss Training Center and site preparation management – *Burchfield asked about site prep and if a soils report needs to be done.* ***ACTION ITEM:*** *Sherwood will speak with George Henderson about the previous sampling done in master plan.* ***ACTION ITEM:*** *Burkeen to add documents from TC master plan to Sharepoint.*

2. Location/Land Acquisition

a. New Turning Movements Options at the Phippen Location (Alternate Building Layout & changes to lot location) – *There was a discussion about the need for a traffic light, with Rowitsch noting that avoiding it could result in significant cost savings. The conversation also covered the possibility of moving closer to 89A and considerations regarding traffic flow, with a preference for locating north of the interchange.*

Public Works Department

433 N. Virginia Street
Prescott, Arizona 86301
(928) 777-1130

COP Fire Station Designs
Site Locations / Turning Movements Meeting Minutes

Agenda
June 9, 2025 – 2:00PM
Public Works Engineering Conference Room

1. **New Business**
   - Uploaded new turning movements to Share file 6-9-2025
   - Uploaded Ian Mattingly comments on Turning Movements Mockups
   - Meetings with Council on Turning Movement Mockups 6-6-2025

2. **Old Business**
   -

3. **Public Works to Do's**
   - Look into getting information on other locations that have Stations in use at roundabout locations (Ian Mattingly is looking into) (Thomas will look into this also)
   - Look into the possibility of traffic signal testing at each site location to gather information on how the public will react to the signals.

4. **Fire to Do's**

5. **Questions / Comments**
   - Phippen Location:
     - *comments on concerns of the speeds of vehicles and how it will affect the entrance and exit of Fire Apparatus*.
   - Phippen Location:
     - *The design of the Phippen Trail parking on the other side of the road and the station further to the South is preferred by Fire.*
   - Watson Lake Location:
     - *Moving location to the lot to the South appears to be a better fit, with more than one comment.*
   - Lee Bulvard & Smoke Tree locations:
     - *Difficulties in getting in and out of the Station with the public not paying attention to the surroundings*.

Public Works Department

433 N. Virginia Street
Prescott, Arizona 86301
(928) 777-1130

COP Fire Station Designs
Mandatory Pre-Proposal Conference

Agenda
June 16, 2025, at 10:00a.m.
Public Works Conference Room

1. Sign-in and Introductions:
   Please see the attached sign-in sheet for all attendees.

2. Preface:

   This pre-proposal conference is mandatory for potential proposers. Proposals will only be accepted from firms in attendance as established on the sign-in sheet.

   Anything discussed, or not discussed, in this meeting shall not change the requirements of the proposal documents. Any changes to the proposal documents shall be in writing.

   The minutes of this pre-proposal conference will be distributed to all attendees. The minutes shall not be considered part of any addendum and shall not be considered part of the contract documents for the project. The information discussed in this meeting and contained in the minutes should be used as background information in preparing a proposal.

3. Proposal Opening Date: **Thursday, July 10, 2025, at 2:00p.m.**
   Prescott City Council Chambers at 201 N. Montezuma Street, 1st Floor Prescott, AZ 86301

4. The following milestones are for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City.

   - Anticipated Award: **September 23, 2025**
   - Anticipated Notice to Proceed: **Week of October 27, 2025**
   - Expected Completion Date: **TBD**

5. Scope of work

   - The Fire Department desires to issue one design contract to one firm for the reconstruction and new construction of multiple Fire Stations throughout the City of Prescott. A common base design is preferred to streamline architectural costs and maintain consistency, with specific programming needs added as required. This strategy is expected to provide long-term benefits, including easier maintenance and improved operational efficiency. This approach aims to address rising construction costs and enhance project efficiency.

- Design services may include:
    - Drawings, details, specifications, special provisions, bid schedule, opinion of probable cost, FF&E, and equipment lists
    - Studies (Environmental, Geotechnical, Drainage, Traffic, etc.)
    - Permits (City, County, State, Federal)
    - Coordination (City and Private Utilities, City Building and Permitting Officials and Fire Marshal, City Facilities and Custodial Departments, FF&E vendors)
- The project may use the Construction Manager at Risk (CMAR) construction delivery method. The firm (design team) will participate in the review, evaluation, and selection of the CMAR. The CMAR selection process will be coordinated around the completion of the 30% design.
- The firm will provide post-design construction phase services, via a separate contract from design services. Construction phase service may include reviewing submittals and shop drawings, responding to requests for information, issuing architect's supplemental instructions, attending construction progress meetings, start-up and commissioning, and creating as-built documents.

6. Distinguishing characteristics of the project:

- A common base design is preferred to streamline architectural costs and maintain consistency, with specific programming needs added as required.
- This strategy is expected to provide long-term benefits, including easier maintenance and improved operational efficiency.
- Property locations
    - Construction of Fire Station 76 to be located near the intersection of State Route 89 and Willow Lake Road, (Watson Lake Roundabout Area Southeast City owned lot)
    - Construction of new Fire Station 73 to be located near the intersection of State Route 89 and Phippen Trail (North of the Constellation Trailhead)
    - Substantial Reconstruction and Expansion of Fire Station 72, located at 530 6th Street. A feasibility study should be conducted to establish if remodel or reconstruction would be in the City's best interest.
- The square footage should be around 14,000 square feet, inclusive of apparatus bays.
- Optimal: 4 bays double-deep, minimum three bays. with associated turnout storage.
- Bay height should accommodate raising cabs for inspection while the apparatus is in the bay.
- The ability to accommodate a battalion chief and eight on-duty firefighters is preferred. (six on-duty firefighters would be the minimum)
- Gender-neutral restrooms and shower facilities
- Stations should encourage public reception areas and have adequate space in areas that are not used for firefighters in private and semi-private living spaces.
- An 800 square foot training/community room is preferred (600 square foot would be the minimum). These areas should be able to be accessed independently of fire station operations to allow access to the training/community space without the need to pass through fire station-specific areas.
- Administration offices, each station should include Private offices for station Captains and additional shared office spaces for crews.

7. Request for Information and Addenda
   - No Addenda have been issued at this time.
   - Requests for Information and questions may be submitted to the project representative below prior to 5:00p.m. on Tuesday, June 24, 2025.

     Jaimie Sventek
     Contracts Coordinator
     contracts@prescott-az.gov

   - Addenda will be issued no later than noon on Monday, June 30, 2025. It is the prospective proposer's responsibility to check the City's website at https://prescott-az.gov/budget-and-finance/purchasing/ for Addenda related to this procurement.

8. SOQ Submittal Requirements

   - The SOQ shall be limited to no more than ten (10) pages.
   - The cover letter shall not exceed one (1) page, must be on company letterhead, and does not count against the ten (10) pages limit.
   - Five (5) additional pages of appendices are allowed for graphs, charts, photos, or additional resumes.
   - Pages shall be letter size (8 ½" x 11") and portrait orientation.
   - Font size should be a minimum of 12.
   - Do not include any fee or pricing information.
   - Proposals must include acknowledgement of Addenda, if applicable.
   - The outside of the envelope must be properly labeled.
   - SOQs must include one (1) original hard copy (not stapled or bound) and one (1) flash drive with same submittals.

9. SOQ Selection Process

   - The City will select a design services firm through a two-step qualification-based selection process. Firms will submit a SOQ to be reviewed and evaluated by a review committee. A shortlist of three (3) firms, with the highest SOQ evaluations, will be invited to participate in a formal presentation and interview process to establish a final ranking. The highest-ranked firm, after interviews, will be invited by the City to negotiate a contract for design services.

10. Questions and Discussion

    Question/Item 1: Is the training/community room included in both new stations 76 and 73?

    a. *Response: Yes*

    Question/Item 2: The programming of the Police Substation, I didn't see any square footages or programming outlets on that. How might that work and how big that might be?

    a. *Response: We don't have a for sure answer on that right now. That would be more of a discussion when we make the selection and get into the design process. We can talk with fire and police to see what size they're looking for.*

Question/Item 3: Will all three be designed at the same time?

a. *Response: Yes, we would like to do all three at the same time. Our ultimate goal would be to flop the same designs for the two new locations. The third one is going to be a little bit different. We will request a feasibility study on that one. If we can use all three, that would be ideal. We'll have to see how it goes.*

Question/Item 4: Are key personnel to include engineers and engineering team.

a. *Response: Yes*

Question/Item 5: What is the timing being considered?

a. *Response: For the design or for the construction? This will be answered in an addendum*

Question/Item 6: Will the addendums be posted in the same platform as the initial request for qualification was posted?

a. *Response: Yes, it will be on the City's website.*

Question/Item 6: You mentioned that there was also an addendum coming out. By any chance do you happen to know when that will be posted or when to look out for that?

a. *Response It will be posted by 12:00p.m. on June 30, 2025, it will be posted to the City's website.*

Question/Item 7: Will the CMAR selection be the same process for the three stations, similar to the design?

a. *Response: Yes*

Question/Item 8: For Fire Station 72, has there been any conditions assessment done on facility?

a. *Response: Not that I'm aware of.*

Question/Item 9: I was wondering about CMAR pricing. Are you looking for an external source for additional pricing to double-check the contractor that's selected? Or are you going to rely on the contractor for providing that pricing at 30, 60, 95, 100?

a. *Response: We are going to fall back on the firm that we hire and the contractor. We will not hire a third party. The question will be answered in an addendum.*

Question/Item 10: Do we anticipate a single contractor for all three projects, or will it go out to three separate projects for three separate contractors?

a. *Response: We'll have to see what kind of traction we get if we can find a contractor that has the capability to do all three. Ultimately, the goal is we would like to do the three of them simultaneously or consecutively. I don't think we could build them all three at the same time, but if we could do the dirt work on one, get that completed, roll into the dirt work for another one and kind of consecutively roll into all three of them. That would be ideal for us.*

Meeting adjourned at 10:31a.m.

These meeting minutes have not been transcribed verbatim and are for general informational purposes only. For correction or clarification of any items, please contact the Project Manager as soon as possible.

Submitted By: _____ Approved By: _____

Public Works Department

433 N. Virginia Street
Prescott, Arizona 86301
(928) 777-1130

COP Fire Station Designs
Internal Scope & Fee Kickoff Meeting

Agenda
August 25, 2025 – 11:00AM
Executive Conference Room

1. **Scope & Design Requirements,**
   - Please review the information given in the (PRESCOTT FIRE DEPARTMENT Initial Facility Location, Scope, and Design Requirements) that were given and the RSOWQ was drafted off.
   - If there are any sections that need to be revised, changed or additions made this will be the best time to do so. (please send the changes so they can be added to the scope for the negotiations and contract)
   - If changes are made later in the design or construction phases the cost of making those changes could be quite costly and add time delays

2. **Station 72**
   - The RSOQ stated a feasibility study, do we need to add anything to have the station stay in operation during the remodel and reconstruction? Or will this be done by city accommodation?
   - Do we think remodel will be possible? Do we want to see if there is cost savings in not doing s study and going straight to reconstruct? *Gwen_ Answered_ NO we could ask to downgrade the study to transition to a rebuild we will need to keep the study in the scope.*
   - *Question_ Will Station 72 need to stay active during construction / remodel or new? Answer_ Yes, the city can possibly use the Public Works location, there is possible space for use.*
   - *Discuss with Perlman possible options for alternative accommodations for Fire as there was mention in their presentation.*

3. **Station 76 Location Update (Sundog).**
   - Is there any update on the site location?
   - *Fire_ Will provide updates when available.*
   - *Fire_ Expressed concern of the new location in close proximity to the Humane Society and the possibility sirens causing the barking of dogs. (Actually, this is a note, not a concern, the sirens will add to the consistent barking known to be at*

this and similar type facilities. The layout of the station on the parcel may help in reducing the noise at the station from the dogs).

4. **Building Code**
   - CURRENT CODE 2018 IBC TABLE 1604.5 RISK CATEGORY OF BUILDINGS AND OTHER STRUCTURES
     RISK CATEGORY NATURE OF OCCUPANCY
   - Sent an email that came across my desk from Laurel Collins on code changes over to Perlman.

5. **Questions to Perlman**
   - *Thomas_ To ask Perlman to send questions over to city for review prior to the meeting on September 11th. (This is complete Thomas has asked Ken Powers and Ken said he would get with his team and send over a list of questions before the meeting.)*

6. **Questions / Comments**
   - *Question_ Gwen / will the CMAR be the same for the Police & Fire contract, Answer_ Tim / it could be a possibility to look into but the Design firms selected were different.*
     i. *Question_ Tom/could design the firm selected by PD be able to do work for other departments in the city (Fire)?*
     ii. *Answer_ Tim/ yes, the firm could be a direct select to perform the remodels on the other stations as the firm has already been vetted by the city.*
     iii. *Discussion between Thomas and Tom after the meeting_ can the CMAR be a part of the direct selection of the design firm as well?*
   - *Question_ Tim / what stations are the priority? Answer_ Holger / Station 73 & 76*
   - *Comment _ The base design concept will probably only be able to be used on Station 73 & 76 Station 72 will most likely be a standalone due to site constraints.*
   -

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: Kick-off Meeting

Project:	CP1239 / COM Public Safety Communications Facility	**Meeting No.**	**1**
Location	**Prescott Public Works Dept. Public Works Conf. Room 433 W. Virginia Street, Prescott, AZ**	**Meeting Date**	**Nov. 20, 2025**

ATTENDEE

See Attached Meeting Attendance Sheet

DISTRIBUTION

File

Attendees

Consultants

Items from previous meeting

Item	Action By	Due Date
None	Info	Click or tap to enter a date.

New Business

		Click or tap here to enter text.	Click or tap here to enter text.
Agenda Item 1	**Introductions**	**Action By**	**Due Date**
1-001	Thomas B. provided project introduction & participants introduced themselves.	Info	Click or tap to enter a date.
1-002	Prescott FD have formed a FD Design Committee, with diverse ranks, positions, specialties, labor management, etc.	Info	
1-003	Gerrald introduced meeting Agenda.	Info	
Agenda Item 2	**Meeting Minutes by Perlman**	**Action By**	**Due Date**
1-004	Perlman will take meeting minutes for all Design Process meetings.	Info	
Agenda Item 3	**Executed Contract / Notice to Proceed**	**Action By**	**Due Date**

1-005	Currently Perlman has executed Contract and today will serve as project NTP date.	Info

Agenda Item 4	Project Organization & Lines of Communications	Action By	Due Date
1-006	All correspondence to run through Thomas B. unless directed otherwise and Thomas will distribute to City/FD staff as needed.	Info	
	Please CC Thomas Knapp and Sierra Smith on all Correspondence.		

Agenda Item 5	Invoice Processing / Requirements	Action By	Due Date
	• When the Pay Apps are sent to me, Public Works Finance and Business will need to be ccd on the email		
1-007	Pay application to be sent to Thomas B. by the 12th of each month and final by the 15th of each month.	Info	
1-008	Follow up between Thomas B & Perlman on exact invoicing procedures, forms & information required on invoices.	Info	
1-009	3-separate invoices, one for each Fire Station. Perlman to provide example with 3-separate invoices for City review.	Info	
	Project No.'s- 325020.73, 325020.76 & 325020.72	Info	
	Perlman to provide corresponding consultant invoices to be included as part of the overall invoice for the month.	Info	

Agenda Item 6	Project Budget Confirmation	Action By	Due Date
1-010	FS 73- Thomas to confirm & send to Perlman.	Info/Thomas B	
1-011	FS 76- Thomas to confirm & send to Perlman	Info/Thomas B	
1-012	FS 72- Thomas to confirm & send to Perlman	Info/Thomas B	
1-013	Would need additional funding if traffic improvements need to be incorporated into any of the Fire Station.	Info	

Agenda Item 7	Initial Site Investigation & Execution of Survey Service	Action By	Due Date
1-014	Survey crews (RLF) will be on site starting 12/1/25 for 3-4 days to survey all three sites.	Info	
1-015	Results of survey by the end of December	Info	
1-016	Thomas B. will be the City person to coordinate access.	Info	

	FS 72 is a secured site and should be the first of the sites to be surveyed.	Info	
Agenda Item 8	**Geotechnical Services**	**Action By**	**Due Date**
1-017	Will do the Geotechnical Report, once we have approved conceptual site/floor plan to better identify preferred drilling locations.	Info	
Agenda Item 9	**Traffic Study Requirements, Timing & Scope**	**Action By**	**Due Date**
1-018	Perlman/Team will start to address once the conceptual floor/site plan design is available for coordination/discussion with City Traffic Department.	Info	
Agenda Item 10	**Communication Tower(s) Confirmation**	**Action By**	**Due Date**
1-019	FS 72 currently has a tower and a new tower design/requirements will be provided by City.	Info	
1-020	Most likely FS 73 & 76 will not have communications towers- but City to confirm prior to end of programming phase.	Info	
1-021	CAFMA will be the responsible for the Design of the radio system and City will be responsible for IT.	Info	
1-022	No third party cell tower at this point.	Input	
Agenda Item 11	**Programming & Schematic Design Process**	**Action By**	**Due Date**
1-023	High Level User/ City Wish List and Scope Input Session	Info	
1-024	Program Summary with General Requirements and Notes	Info	
1-025	Develop Room by Room for User/City Review	Info	
1-026	Generate Concepts Plans	Info	
1-027	Concept Revisions and Elevation Massing Studies	Info	
1-028	Engineering Workshops /Narratives	Info	

1-029	Schematic Design Submittal	**Info**
1-030	After SD submittal is approved Team will move forward with Design Development phase, inclusive of more detailed consultant discipline & Architecture workshops.	

Agenda Item 12	**Project Schedule**	**Action By**	**Due Date**
1-031	Gerrald A. provided overview of overall project schedule for the three Fire Stations	Info	
1-032	Perlman to revise project schedule to address realistic Client review and CMAR Costing durations and submit revised GANTT Schedule for City review/approval	Info	

Agenda Item 13	**CMAR Selection Timeline**	**Action By**	**Due Date**
1-033	Need to have CMAR on board by the end of the SD Phase.	Info	
1-034	Goal for City to advertise for CMAR in early Jan 2026 for award by end of Feb/Mid March of 2026.	Info	
1-035	The City is leaning toward 1-CMAR for FS 73/76 since they are similar and 2nd CMAR for FS 72 because it will be a different design.	**Info**	

Agenda Item 14	**Next Milestone & Project Team Meeting Dates**	**Action By**	**Due Date**
1-036	Project meetings to be on 1st and/or 3rd Tuesday of each month.	Info	
1-037	Initial Programming meeting scheduled for 12/16, 1-4pm.	Info	
1-038	Perlman FS tours Avondale FS 175, Goodyear FS 188, Queen Creek FS 5. Gerrald & Thomas to confirm date/time.	Info	
1-038	Set up separate FS Tour to look at IT related systems/areas. Gerrald & Thomas to confirm date/time.	Info	

Agenda Item 15	**Other**	**Action By**	**Due Date**
1-039	Art Integration- local artist (Katharina) to donate Yarnell Fire memorial sculpture (Fire ceramic display of 19-helmets) to integrate into one of the proposed stations- interior location.	Info	

	Possibly the Phippen Roundabout site. Dimension is approximately 12 ft wide x 7 ft high. Would need to be protected from touch. 19-separate helmets that can be positioned per the actual incident and would like to integrate lighting that simulates sunrise to sunset. Also, has a trough with ashes/leaves that could be integrated also (would need glass top).	
1-040	Perlman to send out mtg. agenda 1-2 days prior to the meeting.	Info

Documents / Deliverables Distributed

Agenda, Meeting Minutes, Project Schedule (word format), MPSS Overview Power Point Presentation

Minutes recorded by Ken Powers / Gerrald Adams– Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies or your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record.

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: Kick-off Meeting

Project:	Prescott FS 73, 76 & 72	**Meeting No.**	**2**
Location	**Prescott City Hall Executive Conf. Room 201 N. Montezuma St., Prescott, AZ**	**Meeting Date**	**Dec. 23, 2025**

ATTENDEE

See Attached Meeting Attendance Sheet

DISTRIBUTION

File

Attendees

Consultants

Items from previous meeting

Item		Action By	Due Date
	None	Click or tap here to enter text.	Click or tap to enter a date.

New Business

	None	Click or tap here to enter text.	Click or tap here to enter text.

Agenda Item 1	Introductions	Action By	Due Date
2-001	Thomas B. provided project introduction & participants introduced themselves.	Information Only	Click or tap to enter a date.

Agenda Item 2	FS 73 & 76 Program Summary Discussions/Review	Action By	Due Date
2-002	Perlman reviewed the room by room with committee feedback. See attached Program Summary for Review and comment	Information Only	

Agenda Item 3	Project Team Meeting Dates	Action By	Due Date
2-003	Perlman, Chief Knapp, Thomas and Sierra discussed and established the next 6 weeks of meeting dates/times.	Information Only	

Agenda Item 4	CMAR Selection Update	Action By	Due Date
2-004	No Discussion taken on this item		

Agenda Item 5	Next Meeting Date & Goals	Action By	Due Date
2-005	Program Meeting #2 to review/Discuss Fire Station No. 76 Site components. Review Program Summary for Fire Station No. 73. defining the differences between these two stations.		

Agenda Item 6	Other	Action By	Due Date
2-006	None		

Documents / Deliverables Distributed

Agenda, Meeting Minutes, FS 76 Program Summaries

Minutes recorded by Ken Powers / Gerrald Adams– Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies or your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record.

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: Kick-off Meeting

Project:	Prescott FS 73, 76 & 72	**Meeting No.**	3
Location	**Prescott City Hall** **Executive Conf. Room** **201 N. Montezuma St., Prescott, AZ**	**Meeting Date**	**Jan. 8, 2026**

DISTRIBUTION

ATTENDEE

See Attached Meeting Attendance Sheet

File
Attendees
Consultants

Items from previous meeting

Item		Action By	Due Date
	Information Only- We are not to design for a future 4th shift rotation, but design for future expansion where possible and consider life span of the facility in the lay-outs	Information only	

Agenda Item 1	Introductions	Action By	Due Date
3-001	Thomas B. provided and reviewed meeting agenda.	Information Only	

Agenda Item 2	FS 76 Site and Program Summary Discussions/Review	Action By	Due Date
3-002	Perlman reviewed Fire Station No. 76 Program Summary with committee to insure all comments had been addressed. Reviewed, discussed and documented the site elements for the project. See attached Program Summary for Review and Comment	City/User Group	1/22/26

Agenda Item 3	FS 73 Site and Program Summary Discussions/Review	Action By	Due Date
3-003	Perlman reviewed Fire Station No. 73 Program Summary with committee to insure all comments had been addressed. Reviewed, discussed and documented the site elements for the project. See attached Program Summary for Review and Comment	City/User Group	1/22/26

Agenda Item 4	Fire Station No. 72 Next Steps and Processes	Action By	Due Date
3-004	Brief Discussion on the proposed best approach. Perlman and Design Team to setup a time in the next 30 days or so to review,	Perlman	2/15/26

	inspect the current facility. Upon completion of the analysis and inspections, we will prepare a report describing the findings and recommendations		
Agenda Item 5	**Next Meeting Date & Goals**	**Action By**	**Due Date**
3-005	Nest Meeting is set for January 22, 2026 to get approval from the city/user group on the Program Summaries for Fire Stations No. 76 & 73. Perlman will start to look into site constraints and requirements, so that we can begin the floor plan and site plan development	User Group Perlman	1/22/26 Ongoing until complete
Action Items	**Assignments of Action Items**	**Action By**	**Due Date**
1	City / User Group to provide/inventory/ assignments and dimension of Apparatus to be assigned at each Station	City/User Group	1/22/26
2	City to provide Site Exhibit defining all setbacks and, driveway frontage that are available or any requirements that would affect site lay-outs for each site location	City	1/22/26
3	City to provide legal boundary exhibit for Fire Station No. 73 Site. Deed is not formally recorded at time of survey	City/User Group	1/22/26
4	City to provide Solid Waste/Recycle enclosure details	City/User Group	1/22/26

Documents / Deliverables Distributed

Agenda, Meeting Minutes, Updated FS 76 and 73 Program Summaries

Minutes recorded by Ken Powers / Gerrald Adams– Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies or your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record.

Perlman
Architects

City of Prescott Multiple Fire Station Design Programming Meeting

January 8, 2026, 9:30 pm – 12:30 pm

AGENDA

- Introductions
- FS 76 Program Site Summary Review Comments / Discussion
- FS 73 Program Summary Modifications/Revisions/ Discussion
  - Space Type
  - Quantity of Each Space
  - Approximate Size for Each Space
  - Relationship /Proximity for Each Space
- FS 72 Discussion of Next Steps and Processes (if time permits)
- Other
- Next Meeting Date and Goals

Perlman
Architects of Arizona

Meeting Attendance

Perlman Architects of Arizona, Inc

Date:	January 8, 2026	Project Number:	Prescott Contract No. 2026-098 Perlman Project No. 325020
Project Name:	Prescott Multiple Fire Station (73,76 & 72)		
Mtg. Location:	Prescott City Hall Executive Conference Room 201 N. Montezuma St., Prescott, AZ 86301	Time:	9:30 AM

#1 Name:	**Ken Powers**			X
Company/Dept:	Perlman Architects	Phone:	480-951-5900/480-650-7908	
Address:	2929 N. Central Ave., Suite 1600, Phx, AZ 85012	Email:	kenp@perlmanaz.com	
#2 Name:	**Gerrald Adams**			X
Company/Dept:	Perlman Architects	Phone:	480-951/5900/602-799-8344	
Address:	2929 N. Central Ave., Suite 1600, Phx, AZ 85012	Email:	gerralda@perlmanaz.com	
#3 Name:	**Thomas Burchfield**			X
Company/Dept:	Prescott Public Works Department	Phone:	928-777-1130 ext. 5010	
Address:	433 N. Virginia Street, Prescott, AZ 86301	Email:	Thomas.burchfield@prescott-az.gov	
#4 Name:	**Holger Durre, Fire Chief**			X
Company/Dept:	Prescott Fire Departments	Phone:	928-777-1701	
Address:	201 N. Montezuma St, Suite 216, Prescott, AZ 86301	Email:	Holger.durre@prescott-az.gov	
#5 Name:	**Thomas Knapp, Deputy Fire Chief**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:	201 N. Montezuma St, Suite 216, Prescott, AZ 86301	Email:	Thomas.knapp@prescott-az.gov	
#6 Name:	**Sierra Smith**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:	201 N. Montezuma St, Suite 216, Prescott, AZ 86301	Email:	Sierra.smith@prescott-az.gov	
#7 Name:	**Tim Sherwood**			X
Company/Dept:	Prescott Public Works Department	Phone:		
Address:	433 N. Virginia Street, Prescott, AZ 86301	Email:	Tim.sherwood@prescott-az.gov	
#8 Name:	**Gwen Rowitsch**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Gwen.rowitsch@prescott-az.gov	
#9 Name:	**Ian Mattingly**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Ian.mattingly@prescott-az.gov	
#10 Name:	**Bill Hickey**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Bill.hickey@prescott-az.gov	
#11 Name:	**Scott Luedeman**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Scott.luedeman@prescott-az.gov	
#12 Name:	**Anthony Valdez**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Anthony.valdez@prescott-az.gov	
#13 Name:	**Jeff Moffitt**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Jeff.moffitt@prescott-az.gov	
#14 Name:	**David Haskell**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	David.haskell@prescott-az.gov	
#15 Name:	**Nate Seets**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Nate.seets@prescott-az.gov	
#16 Name:	**Lori Burkeen**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Lori.burkeen@prescott-az.gov	
#17 Name:	**Nate Malm**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Nate.malm@prescott-az.gov	
#18 Name:	**Jason Heartisan**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Jason.heartisan@prescott-az.gov	
#19 Name:	**Parker Moore**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Parker.moore@prescott-az.gov	

Perlman
Architects of Arizona

Meeting Attendance

Perlman Architects of Arizona, Inc

#20 Name:	**Pat McCarty**			PM
Company/Dept:	Prescott Fire Department	Phone:	928-533-1903	
Address:		Email:	Pat.mccarty@prescott-az.gov	
#21 Name:	**Jason Beyea**			JB
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Jason.beyea@prescott-az.gov	
#22 Name:	**Travis Weedon**			TCW
Company/Dept:	Prescott Fire Department	Phone:	928 925-1067	
Address:		Email:	Travis.weedon@prescott-az.gov	
#23 Name:	**Adam Julien**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Adam.julien@prescott-az.gov	
#24 Name:	**Samantha Beilmann**			
Company/Dept:	Prescott Fire Department	Phone:		
Address:		Email:	Samantha.beilmann@prescott-az.gov	
#24 Name:	**Imani Moore**			
Company/Dept:	Prescott Fire Department	Phone:	702-994-5818	IM
Address:		Email:	Imani.moore@prescott-az.gov	
#25 Name:	**Robert Rooke**			
Company/Dept:	Prescott Fire Department	Phone:	928-848-2561	
Address:		Email:	Robert.rooke@prescott-az.gov	
#26 Name:	**Chris Moore**			
Company/Dept:	Prescott Fire Department	Phone:	702-815-5761	CM
Address:		Email:	Chris.moore@prescott-az.gov	
#27 Name:	**Matt Reese**			
Company/Dept:	Prescott Fire Department	Phone:	714-323-5333	MR
Address:		Email:	Matthew.reese@prescott-az.gov	
#28 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#29 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#30 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#31 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#32 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#33 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#34 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#35 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#36 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#37 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#38 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#39 Name:				
Company/Dept:		Phone:		
Address:		Email:		
#40 Name:				
Company/Dept:		Phone:		
Address:		Email:		

Prescott Fire Station No. 73
Architectural Area Program Summary
1/8/2026

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Lobby	Public	1	4	200	4	200	Close proximity to public parking, public restrooms, exam/triage room & training/community room. Secured access to Fire Station	Art less likely than originally discussed. Due to location, design for greater walk ins, treatment and sitting for 6 at lobby. Baby drop-off box
	Police Report Writing Room	Public	1	2	120	2	120	Close proximity to public parking, public restrooms, exam/triage room & training/community room. Secured access to Fire Station	
	Public Restroom	Public	2	1	80	2	160	Directly accessible from Lobby & Training/Community Room	Can be reduced to 1 Restroom if Training/Community Room is deleted
	Exam / Triage Room (Avondale 175)	Public	1	3	100	3	100	Directly accessible from Lobby	Exam table, 3-4ft wide upper/lower cabinet w/ sink
	Training / Community Room (Avondale FS 175)	Public	1	30	750	30	750	Directly accessible from Lobby and close proximity to public restrooms	Setup so it can be a secondary suedo EOC possible but unlikely
	Janitor (Clean side)	None	1	0	50	0	50		Mop sink, mop rack, shelving
	Plumbing / Mechanical Room	None	1	0	150	0	150		Area required will need to be confirmed based on Mech. System Design & Water Heater locations.
	Electrical Room	None	1	1	50	1	50		Confirm Room size requirements once Electrical systems are established. Prefer Exterior Access simialr to Phx FS 62
	IT/CAD Room	Secured	1	0	120	0	120	Centrally Located to Reduced cable length	Combined City IT & Dispatch, Exterior Door for IT Room City Staff Access? Thomas to Confirm City IT/CAD requirments
	Fire Riser / Fire Alarm Room	Secured	1	0	50	0	50	Adjacent to Fire Room	Exterior Door
	Fitness Room (location more like Avondale 175)	None	1	12	1000	12	1000	Locate in clean area but similar to Avondale, with external and outside access with Man Door and Sectional Door. Location on Support side. Rear with access to Apron	

Prescott Fire Station No. 73
Architectural Area Program Summary
1/8/2026

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Recharge Room	Private	1	3	200	1	200	UVA, Cold Plunge, Sauna	Rinse Shower, Single Use, Gender Neutral
	Service Office (Similar to Watch Room-Phx FS 62)	Secured	1	1	100	1	100	Adjacent to Lobby and access to kiosk in Lobby.	Service window and glasss into Lobby area
	Fire Fighter Office (Goodyear FS 188)	None	1	6	200	6	200	Adjacent and with view to Apparatus Bays	Shared Fire Fighter Office/Work space
	Dayroom- Tiered (Avondale FS 175)	None	1	8	550	8	550	Open to Dining/Kitchen, but can be closed off. (Barn Door or similar appplication)	Confirm size and style of loungers, Include sliding barn door, and tiered. limited daylighting and if windows they must have window coverings
	Kitchen / Pantry (Avondale FS 175)	None	1	8	350	8	350	Open to Dining with expansion for family meals and holidays.	Very much like the Avondale /Tucson layout. Island for 6-10 People. Cabinets for Pantries (3 shift and 1 kitty pantry cabinets), 4 Refrigerators/Freezers. Verify need for water for ice makers
	Dining Area (Avondale FS 175)	None	1	8	300	8	300	Open to Kitchen and direct access to Exterior Patio Area & Dayroom	Large screen TV, serves as secondary mtg/training room, coffee station/counter top.
	BC Dorm (Avondale FS 175)	Private	0	0	120	0	0	Close proximity to BC Staff Restroom/Showers/Office & Living Area. Separate from main FS Dorm/Living Areas	1 per shift, shared by 3-BC's. Include Class A unifrom Locker/Closet
	BSO/FIT Dorm (Avondale FS 175)	Private	0	0	120	0	0	Close proximity to BC Staff Restroom/Showers/Office & Living Area. Separate from main FS Dorm/Living Areas	1 per shift, shared by 3-BSO/FIT's. Include Class A unifrom Locker/Closet
	BC Kitchen/Dining/Living (Avondale FS 175)	None	0	0	200	0	0	Close proximity to BC & BSO/FIT Dorms & Restrooms	Kitchenette (microwave, sink, dishwasher, Refrigerator and confim Range), 2-person Dining table, 2 loungers. limited daylighting and windows must have window coverings
	BC & BSO/FIT Restrooms (Avondale FS 175)	Private	0	0	95	0	0	Close proximity to BC & BSO/FIT Dorms & Living Area	

Prescott Fire Station No. 73
Architectural Area Program Summary
1/8/2026

Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
		Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
BC Office (Avondale FS 175)	Private	0	0	150	0	0	Close proximity to BC & BSO/FIT Dorms & Restrooms	1 BC per shift, shared x3 shifts
BC & BSO/FIT Office (Avondale FS 175)	Private	0	0	150	0	0	Close proximity to BC & BSO/FIT Dorms & Restrooms	1 BSO/FIT per shift, shared x3 shifts
Captains Shared Office (Avondale FS 175)	Private	1	1	150	1	150	Close proximity to Captain Dorms or bookend to the Fire Fighter Office	Shared by 2 per shift, x3 shifts
Captain Dorms	Private	2	1	100	2	200	like the 2 wings concepts with Restroom and captain at each wing	
Fire Fighter Dorms	Private	6	1	100	6	600	like the 2 wings concepts with Restroom and captain at each wing	
Fire Fighter/Captain Unisex Restrooms	Private	4	1	95	4	380	Close proximity to dorms	Sink, toilet, shower, urinal?, bench,
Clean/ Light Duty Laundry (Goodyear FS 188)	None	1	0	140	0	140	Access from Decon Shower area and centralized location	(2) Washer, (2) Dryer, (1) Utility Sink, General Storage Cabinets/Countertop
EMS Storage	Secured	1	0	120	0	120	Directly accessible off apparatus bays, preferably off of warm zone vestibule	UCapIt Medical Vending and adjustable shelving, Confirm Requirements, 4ft wide door.
Hot Zone Transition Vestibules	None	4	10	50	40	200	As required from Apparatus Bays to Service and Living areas	look at charging zones within these spaces
Ice / Delivery Room	Secured	1	0	85	0	85	Exterior access from secured side of Station & interior access doors	Ice machine, shelving, open space
Storage Room	Secured	1	0	200	0	200	Interior & Exterior Access with Double Doors	

Prescott Fire Station No. 73
Architectural Area Program Summary
1/8/2026

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Apparatus Bays (4-bays x 20'w x 75'l)	None	4	10	1500	40	6000	Directly accessible to warm zone vestibules, Turnout, Workshop, Decon areas, Dirty Laundry, Dirty Janitor, SCBA Fill. Apparatus to be assigned is forthcoming from user group. Look at bay depths/options to allow flexibility and reduce square footage if possible. Need cut sheets for each piece of Apparatus	Design For Direct Capture and Passive System (Push/Pull System) Unless Deteermined Otherwise. Confirm bay length with proposed apparatus vehicle types/sizes and four-fold doors for Egress and OH Sectional or High Speed Coil-up Doors. Include 3'-5' Canopy at Bay doors oif posisble. (i.e. roof extension, or similar)
	Turn-out/ PPE Storage	None	1	30	500	30	500	Directly accessible from Apparatus Bays	Gear Grid Lockers: assumes 1 JumboXL (36x24) locker per Shift per Dorm (10 x 3 = 30) split vertically for 2-sets of gear per locker, 60 sets of gear total) Inlcude room for 6 additional lockers.
	P.P.E. Decon / Wash and Dry Rooms/Restroom (Goodyear FS 188)	None	1	4	425	4	425	Direct access from apparatus bays and exterior/rear apron area	SCBA Solo Rescue, Extractor, PPE Dryer , standard washer and Dryer. Include Drying/staging area for 4 sets of PPE, 3-compartment S.S. sink with sideboards, eye wash.
	Crew Decon Showers (Avondale FS 175)	None	1	4	350	4	350	Direct access from Apparatus Bays or warm zone vestibule and direct access into Clean/ Light Duty Laundry	
	Hose & General Apparatus Storage Alcoves	None	1	1	0	1	0	Include in Workshop or Apparatus Area	
	Workshop	None	1	1	120	1	120	Direct access from Apparatus Bays	HD Workbench and storage cabinets
	SCBA Fill / Air Compressor	None	1	0	200	0	200	Direct access from Apparatus Bays	Could be combined w/ Workshop. Recommend Exterior Wall for Exhaust and Make-up Air Requirements
	Drone Storage /Deployment zone	Private	1	1	100	1	100	Flat Area on Roof Top preferred location	Needs Data, Power and unobstructed deployment zone
	Training Tower (Goodyear FS 188)	None	0	0	0	0	0	Budget and Site Space pending. Access from exterior and Mezzanine Storage if included	Multi-Story with access to Mezzanine and hose drying and 270 degree site access for training
	Mezzanine / Training / Storage	None	0	0	0	0	0	Budget and Site Space pending. Direct access from Apparatus bays	Not calculated in overall Square Footage except for access stairs.

Prescott Fire Station No. 73
Architectural Area Program Summary
1/8/2026

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
SUB TOTALS	Subtotal (Net Square Footage) of programmed areas					220	14220		
	Total Area S.F. With Circulation and Structure (Based on 25% = Total Grossing Factor)						17775		

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

Prescott Fire Station No. 73							
			PROGRAM SPACE				
	Space Name	Access	Qty of EA	Occ. Per	S.F. Each	Total S.F.	Comments
Site	Flagpole(s)	Public	2	1	30	60	include 2 flagpoles (one American & 1 State Flag)
	Outdoor Public Seating area	Public	1	2	50	50	outside public entry
	Trash/Recycle Area/Enclosure	Public	1	0	200	200	2 separate Bins. Combined and Shared, 6 yard inside of secured site area?
	Standby Generator	Secured	1	0	500	500	Full facility if possible and use 2 smaller ilo one large
	Public Parking	Public	25	0	400	10000	Based on inclusion of Community/Training Room, 3-4 required spaces w/o Community Training Room
	Fire Department Staff Parking	Secured	16	1	400	6400	Covered with PV is preferred, Need to confirm costs
	Fire Department Covered Patios	Secured	1	1	500	500	include BBQ & Smoker
	Apparatus Fill Fire Hydrant	Secured	1	1	400	400	20' x 20' working area around the hydrant locate adjacent to Rear Apron
	Hose Wash/Drying Area and/or Rack	Secured	1	1	0	0	Hose drying will be done on rear apron as needed.
	Fire Department Laydown and Training Area	Secured	0	0	0	0	Area around training tower and outside Fitness Rooms
	Communication Tower	Secured	0	0	0	0	Confirm incorporation and if so, requirements.
	Total Site Element Square Footage					**18110**	

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Lobby	Public	1	4	200	4	200	Close proximity to public parking, public restrooms, exam/triage room & training/community room. Secured access to Fire Station	Art less likely than originally discussed. Due to location, design for greater walk ins, treatment and sitting for 6 at lobby. Baby drop-off box
	Public Restroom	Public	2	1	80	2	160	Directly accessible from Lobby & Training/Community Room	Can be reduced to 1 Restroom if Training/Community Room is deleted
	Exam / Triage Room (Avondale 175)	Public	1	3	100	3	100	Directly accessible from Lobby	Exam table, 3-4ft wide upper/lower cabinet w/ sink
	Training / Community Room (Avondale FS 175)	Public	1	30	750	30	750	Directly accessible from Lobby and close proximity to public restrooms	Setup so it can be a secondary suedo EOC possible but unlikely
	Janitor (Clean side)	None	1	0	50	0	50		Mop sink, mop rack, shelving
	Plumbing / Mechanical Room	None	1	0	150	0	150		Area required will need to be confirmed based on Mech. System Design & Water Heater locations.
	Electrical Room	None	1	1	50	1	50		Confirm Room size requirements once Electrical systems are established. Prefer Exterior Access simialr to Phx FS 62
	IT/CAD Room	Secured	1	0	120	0	120	Centrally Located to Reduced cable length	Combined City IT & Dispatch, Exterior Door for IT Room City Staff Access? Thomas to Confirm City IT/CAD requirments
	Fire Riser / Fire Alarm Room	Secured	1	0	50	0	50	Adjacent to Fire Room	Exterior Door
	Fitness Room (location more like Avondale 175)	None	1	12	1000	12	1000	Locate in clean area but similar to Avondale, with external and outside access with Man Door and Sectional Door. Verify location if on Living or Support side. Rear with access to Apron	TRT Station. Request for anchor points on I-Beams if possible. TRT looking for 20' Ft Ceiling, request for Climbing Wall and 14' & 24' Training openings
	Recharge Room	Private	1	3	200	1	200	UVA, Cold Plunge, Sauna	Rinse Shower, Single Use, Gender Neutral

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Service Office (Similar to Watch Room-Phx FS 62)	Secured	1	1	100	1	100	Adjacent to Lobby and access to kiosk in Lobby.	Service window and glasss into Lobby area
	Fire Fighter Office (Goodyear FS 188)	None	1	6	200	6	200	Adjacent and with view to Apparatus Bays	Shared Fire Fighter Office/Work space
	Dayroom- Tiered (Avondale FS 175)	None	1	10	550	10	550	Open to Dining/Kitchen, but can be closed off. (Barn Door or similar appplication)	Confirm size and style of loungers, Include sliding barn door, and tiered. limited daylighting and if windows they must have window coverings
	Kitchen / Pantry (Avondale FS 175)	None	1	10	350	10	350	Open to Dining with expansion for family meals and holidays.	Very much like the Avondale /Tucson layout. Island for 6-10 People. Cabinets for Pantries (3 shift and 1 kitty pantry cabinets), 4 Refrigerators/Freezers. Verify need for water for ice makers
	Dining Area (Avondale FS 175)	None	1	10	300	10	300	Open to Kitchen and direct access to Exterior Patio Area & Dayroom	Large screen TV, serves as secondary mtg/training room, coffee station/counter top.
	BC Dorm (Avondale FS 175)	Private	1	1	120	1	120	Close proximity to BC Staff Restroom/Showers/Office & Living Area. Separate from main FS Dorm/Living Areas	1 per shift, shared by 3-BC's. Include Class A unifrom Locker/Closet
	BSO/FIT Dorm (Avondale FS 175)	Private	1	1	120	1	120	Close proximity to BC Staff Restroom/Showers/Office & Living Area. Separate from main FS Dorm/Living Areas	1 per shift, shared by 3-BSO/FIT's. Include Class A unifrom Locker/Closet
	BC Kitchen/Dining/Living (Avondale FS 175)	None	1	2	200	2	200	Close proximity to BC & BSO/FIT Dorms & Restrooms	Kitchenette (microwave, sink, dishwasher, Refrigerator and confim Range), 2-person Dining table, 2 loungers. limited daylighting and windows must have window coverings
	BC & BSO/FIT Restrooms (Avondale FS 175)	Private	1	1	95	1	95	Close proximity to BC & BSO/FIT Dorms & Living Area	
	BC Office (Avondale FS 175)	Private	1	1	150	1	150	Close proximity to BC & BSO/FIT Dorms & Restrooms	1 BC per shift, shared x3 shifts
	BC & BSO/FIT Office (Avondale FS 175)	Private	1	1	150	1	150	Close proximity to BC & BSO/FIT Dorms & Restrooms	1 BSO/FIT per shift, shared x3 shifts

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Captains Shared Office (Avondale FS 175)	Private	1	1	150	1	150	Close proximity to Captain Dorms or bookend to the Fire Fighter Office	Shared by 2 per shift, x3 shifts
	Captain Dorms	Private	2	1	100	2	200	like the 2 wings concepts with Restroom and captain at each wing	
	Fire Fighter Dorms	Private	6	1	100	6	600	like the 2 wings concepts with Restroom and captain at each wing	
	Fire Fighter/Captain Unisex Restrooms	Private	4	1	95	4	380	Close proximity to dorms	Sink, toilet, shower, urinal?, bench,
	Clean/ Light Duty Laundry (Goodyear FS 188)	None	1	0	140	0	140	Access from Decon Shower area and centralized location	(2) Washer, (2) Dryer, (1) Utility Sink, General Storage Cabinets/Countertop
	EMS Storage	Secured	1	0	120	0	120	Directly accessible off apparatus bays, preferably off of warm zone vestibule	UCapIt Medical Vending and adjustable shelving, Confirm Requirements, 4ft wide door.
	Hot Zone Transition Vestibules	None	4	10	50	40	200	As required from Apparatus Bays to Service and Living areas	look at charging zones within these spaces
	Ice / Delivery Room	Secured	1	0	85	0	85	Exterior access from secured side of Station & interior access doors	Ice machine, shelving, open space
	TRT Storage Room	Secured	1	0	200	0	200	Interior & Exterior Access with Double Doors	
	Apparatus Bays (4-bays x 20'w x 75'l)	None	4	10	1500	40	6000	Directly accessible to warm zone vestibules, Turnout, Workshop, Decon areas, Dirty Laundry, Dirty Janitor, SCBA Fill. Apparatus to be assigned is: Engine, TRT, UTV/Boat/Trailer, B.C. Look at bay depths/options to allow flexibility and reduce square footage if possible. Need cut sheets for each piece of Apparatus (received TRT Unit dimensions)	Design For Direct Capture and Passive System (Push/Pull System) Unless Deteermined Otherwise. Confirm bay length with proposed apparatus vehicle types/sizes and four-fold doors for Egress and OH Sectional or High Speed Coil-up Doors. Include 3'-5' Canopy at Bay doors oif posisble. (i.e. roof extension, or similar)

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Turn-out/ PPE Storage	None	1	30	600	30	600	Directly accessible from Apparatus Bays	Gear Grid Lockers: assumes 1 JumboXL (36x24) locker per Shift per Dorm (10 x 3 = 30) split vertically for 2-sets of gear per locker, 60 sets of gear total) Inlcude room for 6 additional lockers.
Building	P.P.E. Decon / Wash and Dry Rooms/Restroom (Goodyear FS 188)	None	1	4	425	4	425	Direct access from apparatus bays and exterior/rear apron area	SCBA Solo Rescue, Extractor, PPE Dryer , standard washer and Dryer. Include Drying/staging area for 4 sets of PPE, 3-compartment S.S. sink with sideboards, eye wash.
Building	Crew Decon Showers (Avondale FS 175)	None	1	4	350	4	350	Direct access from Apparatus Bays or warm zone vestibule and direct access into Clean/ Light Duty Laundry	
Building	Hose & General Apparatus Storage Alcoves	None	1	1	0	1	0	Include in Workshop or Apparatus Area	
Building	Workshop	None	1	1	120	1	120	Direct access from Apparatus Bays	HD Workbench and storage cabinets
Building	SCBA Fill / Air Compressor	None	1	0	200	0	200	Direct access from Apparatus Bays	Could be combined w/ Workshop. Recommend Exterior Wall for Exhaust and Make-up Air Requirements
Building	Drone Storage /Deployment zone	Private	1	1	100	1	100	Flat Area on Roof Top preferred location	Needs Data, Power and unobstructed deployment zone
Building	Training Tower (Goodyear FS 188)	None	0	0	0	0	0	Budget and Site Space pending. Access from exterior and Mezzanine Storage if included	Multi-Story with access to Mezzanine and hose drying and 270 degree site access for training
Building	Mezzanine / Training / Storage	None	0	0	0	0	0	Budget and Site Space pending. Direct access from Apparatus bays	Not calculated in overall Square Footage except for access stairs.
SUB TOTALS	**Subtotal (Net Square Footage) of programmed areas**					**231**	**15035**		
SUB TOTALS	**Total Area S.F. With Circulation and Structure (Based on 25% = Total Grossing Factor)**						**18794**		

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

Prescott Fire Station No. 76						
		Access	PROGRAM SPACE			
	Space Name		Qty of EA	Occ. Per	S.F. Each	Total S.F.	Comments
	Flagpole(s)	Public	2	1	30	60	include 2 flagpoles (one American & 1 State Flag)
	Outdoor Public Seating area	Public	1	2	50	50	outside public entry
	Trash/Recycle Area/Enclosure	Public	1	0	200	200	2 separate Bins. Combined and Shared, 6 yard inside of secured site area?
	Standby Generator	Secured	1	0	500	500	Full facility if possible and use 2 smaller ilo one large
	Public Parking	Public	25	0	400	10000	Based on inclusion of Community/Training Room, 3-4 required spaces w/o Community Training Room
	Fire Department Staff Parking	Secured	20	1	400	8000	Covered with PV is preferred, Need to confirm costs
	Secured Covering Department	Secured	4	1	400	1600	need covered TRT Trailers and Truck Parking for 4 units (10x20 spaces each)
	Fire Department Covered Patios	Secured	1	1	500	500	include BBQ & Smoker
	Apparatus Fill Fire Hydrant	Secured	1	1	400	400	20' x 20' working area around the hydrant locate adjacent to Rear Apron
	Hose Wash/Drying Area and/or Rack	Secured	1	1	0	0	Hose drying will be done on rear apron as needed.
	Fire Department Laydown and Training Area	Secured	0	0	0	0	Area around training tower and outside Fitness Rooms
	Communication Tower	Secured	0	0	0	0	Confirm incorporation and if so, requirements.
	Total Site Element Square Footage					**21310**	

Prescott Fire Station No. 72
Architectural Area Program Summary
1/22/26

Prescott Fire Station No. 72										
				PROGRAM SPACE						
	Space Name	Access	Floor Level	Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.	Spatial Relationships	Comments
Building	Lobby	Public	1st Floor	1	4	200	4	200	Close proximity to public parking, public restrooms, exam/triage room & training/community room. Secured access to Fire Station	Art less likely than originally discussed. Due to location, design for greater walk ins, treatment and sitting for 6 at lobby. Baby drop-off box
	Pole Drop	Public	No Preference	2	0	25	0	50		This accounts for the first and second floor square footage
	Stairs	Public	No Preference	4	0	250	0	1000		This accounts for the first and second floor square footage
	Elevator and Machine Room	Public	No Preference	3	1	120	3	360		This accounts for the first and second floor square footage
	Public/ Convenience Restroom	Public	1st Floor	1	1	80	1	80		
	Exam / Triage Room (Avondale 175)	Public	1st Floor	1	3	80	3	80	optional, if possible a small reception area in the lobby	3-4ft wide upper/lower cabinet w/ sink
	Janitor (Clean side)	None	No Preference	2	0	50	0	100	one on each floor	Mop sink, mop rack, shelving
	Plumbing / Mechanical Room	None	No Preference	1	0	150	0	150		Area required will need to be confirmed based on Mech. System Design & Water Heater locations.
	Electrical Room	None	No Preference	1	1	50	1	50		Confirm Room size requirements once Electrical systems are established. Prefer Exterior Access simialr to Phx FS 62
	IT/CAD Room	Secured	No Preference	1	0	120	0	120	Centrally Located to Reduced cable length	Combined City IT & Dispatch, Exterior Door for IT Room City Staff Access? Thomas to Confirm City IT/CAD requirments
	Fire Riser / Fire Alarm Room	Secured	1st Floor	1	0	50	0	50	Adjacent to Fire Room	Exterior Door
	Fitness Room (location more like Avondale 175)	None	1st Floor	1	8	1000	8	1000	Locate in clean area but similar to Avondale, with external and outside access with Man Door and Sectional Door. Verify location if on Living or Support side. Rear with access to Apron	could be a seperated from the support side or a stand alone

Prescott Fire Station No. 72
Architectural Area Program Summary
1/22/26

	Space Name	Access	Floor Level	PROGRAM SPACE					Spatial Relationships	Comments
				Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Recharge Room	Private	1st Floor	1	3	200	1	200	UVA, Cold Plunge, Sauna	Rinse Shower, Single Use, Gender Neutral. Located in or near the fitness room
	Fire Fighter Office (Goodyear FS 188)	None	1st Floor	1	6	160	6	160	Adjacent and with view to Apparatus Bays	Shared Fire Fighter Office/Work space
	Dayroom- Tiered (Avondale FS 175)	None	2nd Floor	1	8	375	8	375	Open to Dining/Kitchen, but can be closed off. (Barn Door or similar appplication)	Confirm size and style of loungers, Include sliding barn door, and tiered. limited daylighting and if windows they must have window coverings. Plan for 4 pantries.
	Kitchen / Pantry (Avondale FS 175)	None	2nd Floor	1	8	250	8	250	Open to Dining with expansion for family meals and holidays.	Very much like the Avondale /Tucson layout. Island for 6-10 People. Cabinets for Pantries (3 shift and 1 kitty pantry cabinets), 4 Refrigerators/Freezers. Verify need for water for ice makers
	Dining Area (Avondale FS 175)	None	2nd Floor	1	8	300	8	300	Open to Kitchen and direct access to Exterior Patio Area & Dayroom	Large screen TV, serves as secondary mtg/training room, coffee station/counter top.
	Captains Shared Office (Avondale FS 175)	Private	2nd Floor	1	1	150	1	150	Close proximity to Captain Dorms or bookend to the Fire Fighter Office	Shared by 2 per shift, x3 shifts
	Captain Dorms	Private	2nd Floor	2	1	100	2	200	like the 2 wings concepts with Restroom and captain at each wing	
	Fire Fighter Dorms	Private	2nd Floor	6	1	100	6	600	like the 2 wings concepts with Restroom and captain at each wing	
	Fire Fighter/Captain Unisex Restrooms	Private	2nd Floor	4	1	95	4	380	Close proximity to dorms	Sink, toilet, shower, urinal?, bench,
	Clean/ Light Duty Laundry (Goodyear FS 188)	None	2nd Floor	1	0	140	0	140	Access from Decon Shower area and centralized location	(2) Washer, (2) Dryer, (1) Utility Sink, General Storage Cabinets/Countertop
	EMS Storage	Secured	1st Floor	1	0	120	0	120	Directly accessible off apparatus bays, preferably off of warm zone vestibule	UCapIt Medical Vending and adjustable shelving, Confirm Requirements, 4ft wide door.

Prescott Fire Station No. 72
Architectural Area Program Summary
1/22/26

	Space Name	Access	Floor Level	PROGRAM SPACE Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.	Spatial Relationships	Comments
Building	Hot Zone Transition Vestibules	None	1st Floor	4	10	50	40	200	As required from Apparatus Bays to Service and Living areas	look at charging zones within these spaces
	Ice / Delivery Room/Area	Secured	1st Floor	1	0	85	0	85	Exterior access from secured side of Station & interior access doors	Ice machine, shelving, open space
	Apparatus Bays (3-bays x 20'w x 75'l)	None	1st Floor	3	10	1500	30	4500	Directly accessible to warm zone vestibules, Turnout, Workshop, Decon areas, Dirty Laundry, Dirty Janitor, SCBA Fill.	Design For Direct Capture and Passive System (Push/Pull System) Unless Determined Otherwise. Confirm bay length with proposed apparatus vehicle types/sizes and four-fold doors for Egress and OH Sectional or High Speed Coil-up Doors. Include 3'-5' Canopy at Bay doors oif posisble. (i.e. roof extension, or similar)
	Turn-out/ PPE Storage	None	1st Floor	1	24	450	24	450	Directly accessible from Apparatus Bays	Gear Grid Lockers: assumes 1 JumboXL (36x24) locker per Shift per Dorm (8 x 3 = 24) split vertically for 2-sets of gear per locker, 48 sets of gear total) Include room for 6 additional lockers. Design with extra flkoor space for a future 4th shift
	P.P.E. Decon / Wash and Dry Rooms/Restroom (Goodyear FS 188)	None	1st Floor	1	4	425	4	425	Direct access from apparatus bays and exterior/rear apron area	SCBA Solo Rescue, Extractor, PPE Dryer , standard washer and Dryer. Include Drying/staging area for 4 sets of PPE, 3-compartment S.S. sink with sideboards, eye wash.
	Crew Decon Showers (Avondale FS 175)	None	1st Floor	1	4	350	4	350	Direct access from Apparatus Bays or warm zone vestibule and direct access into Clean/ Light Duty Laundry	
	Hose & General Apparatus Storage Alcoves	None	1st Floor	1	1	0	1	0	Include in Workshop or Apparatus Area	
	Workshop	None	1st Floor	1	1	120	1	120	Direct access from Apparatus Bays	HD Workbench and storage cabinets
	SCBA Fill / Air Compressor	None	1st Floor	1	0	200	0	200	Direct access from Apparatus Bays	Could be combined w/ Workshop. Recommend Exterior Wall for Exhaust and Make-up Air Requirements
	Training Tower (Goodyear FS 188)	None	None	0	0	0	0	0	Budget and Site Space pending. Access from exterior and Mezzanine Storage if included	Multi-Story with access to Mezzanine and hose drying and 270 degree site access for training

Prescott Fire Station No. 72
Architectural Area Program Summary
1/22/26

	Space Name	Access	Floor Level	PROGRAM SPACE					Spatial Relationships	Comments
				Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
	Mezzanine / Training / Storage	None	None	0	0	0	0	0	Budget and Site Space pending. Direct access from Apparatus bays	Not calculated in overall Square Footage except for access stairs.
SUB TOTALS	**Subtotal (Net Square Footage) of programmed areas**						168	12445		
SUB TOTALS	**Total Area S.F. With Circulation and Structure (Based on 25% = Total Grossing Factor)**							15556		

Prescott Fire Station No. 73
Architectural Area Program Summary
1/8/2026

Prescott Fire Station No. 73									
			PROGRAM SPACE						
	Space Name	Access	Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.	Spatial Relationships	Comments
Building	Lobby	Public	1	4	200	4	200	Close proximity to public parking, public restrooms, exam/triage room & training/community room. Secured access to Fire Station	Art less likely than originally discussed. Due to location, design for greater walk ins, treatment and sitting for 6 at lobby. Baby drop-off box
	Police Report Writing Room	Public	1	2	120	2	120	Close proximity to public parking, public restrooms, exam/triage room & training/community room. Secured access to Fire Station	
	Public Restroom	Public	2	1	80	2	160	Directly accessible from Lobby & Training/Community Room	Can be reduced to 1 Restroom if Training/Community Room is deleted
	Exam / Triage Room (Avondale 175)	Public	1	3	100	3	100	Directly accessible from Lobby	Exam table, 3-4ft wide upper/lower cabinet w/ sink
	Training / Community Room (Avondale FS 175)	Public	1	30	750	30	750	Directly accessible from Lobby and close proximity to public restrooms	Setup so it can be a secondary suedo EOC possible but unlikely. This can be optional if we have site restrictions
	Janitor (Clean side)	None	1	0	50	0	50		Mop sink, mop rack, shelving
	Plumbing / Mechanical Room	None	1	0	150	0	150		Area required will need to be confirmed based on Mech. System Design & Water Heater locations.
	Electrical Room	None	1	1	50	1	50		Confirm Room size requirements once Electrical systems are established. Prefer Exterior Access simialr to Phx FS 62
	IT/CAD Room	Secured	1	0	120	0	120	Centrally Located to Reduced cable length	Combined City IT & Dispatch, Exterior Door for IT Room City Staff Access? Thomas to Confirm City IT/CAD requirments
	Fire Riser / Fire Alarm Room	Secured	1	0	50	0	50	Adjacent to Fire Room	Exterior Door

Prescott Fire Station No. 73
Architectural Area Program Summary
1/8/2026

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Fitness Room (location more like Avondale 175)	None	1	12	1000	12	1000	Locate in clean area but similar to Avondale, with external and outside access with Man Door and Sectional Door. Location on Support side. Rear with access to Apron	
	Recharge Room	Private	1	3	200	1	200	UVA, Cold Plunge, Sauna	Rinse Shower, Single Use, Gender Neutral
	Service Office (Similar to Watch Room-Phx FS 62)	Secured	1	1	100	1	100	Adjacent to Lobby and access to kiosk in Lobby.	Service window and glasss into Lobby area
	Fire Fighter Office (Goodyear FS 188)	None	1	6	200	6	200	Adjacent and with view to Apparatus Bays	Shared Fire Fighter Office/Work space
	Dayroom- Tiered (Avondale FS 175)	None	1	8	550	8	550	Open to Dining/Kitchen, but can be closed off. (Barn Door or similar appplication)	Confirm size and style of loungers, Include sliding barn door, and tiered. limited daylighting and if windows they must have window coverings
	Kitchen / Pantry (Avondale FS 175)	None	1	8	350	8	350	Open to Dining with expansion for family meals and holidays.	Very much like the Avondale /Tucson layout. Island for 6-10 People. Cabinets for Pantries (4 shift and 1 kitty pantry cabinets), 4 Refrigerators/Freezers. Verify need for water for ice makers
	Dining Area (Avondale FS 175)	None	1	8	300	8	300	Open to Kitchen and direct access to Exterior Patio Area & Dayroom	Large screen TV, serves as secondary mtg/training room, coffee station/counter top.
	Captains Shared Office (Avondale FS 175)	Private	1	1	150	1	150	Close proximity to Captain Dorms or bookend to the Fire Fighter Office	Shared by 2 per shift, x3 shifts
	Captain Dorms	Private	2	1	100	2	200	like the 2 wings concepts with Restroom and captain at each wing	
	Fire Fighter Dorms	Private	6	1	100	6	600	like the 2 wings concepts with Restroom and captain at each wing	

Prescott Fire Station No. 73
Architectural Area Program Summary
1/8/2026

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Fire Fighter/Captain Unisex Restrooms	Private	4	1	95	4	380	Close proximity to dorms	Sink, toilet, shower, urinal?, bench,
	Clean/ Light Duty Laundry (Goodyear FS 188)	None	1	0	140	0	140	Access from Decon Shower area and centralized location	(2) Washer, (2) Dryer, (1) Utility Sink, General Storage Cabinets/Countertop
	EMS Storage	Secured	1	0	120	0	120	Directly accessible off apparatus bays, preferably off of warm zone vestibule	UCapIt Medical Vending and adjustable shelving, Confirm Requirements, 4ft wide door.
	Hot Zone Transition Vestibules	None	4	10	50	40	200	As required from Apparatus Bays to Service and Living areas	look at charging zones within these spaces
	Ice / Delivery Room	Secured	1	0	85	0	85	Exterior access from secured side of Station & interior access doors	Ice machine, shelving, open space
	Storage Room	Secured	1	0	200	0	200	Interior & Exterior Access with Double Doors	
	Apparatus Bays (4-bays x 20'w x 75'l)	None	4	10	1500	40	6000	Directly accessible to warm zone vestibules, Turnout, Workshop, Decon areas, Dirty Laundry, Dirty Janitor, SCBA Fill. Apparatus to be assigned is forthcoming from user group. Look at bay depths/options to allow flexibility and reduce square footage if possible. Need cut sheets for each piece of Apparatus	Design For Direct Capture and Passive System (Push/Pull System) Unless Deteermined Otherwise. Confirm bay length with proposed apparatus vehicle types/sizes and four-fold doors for Egress and OH Sectional or High Speed Coil-up Doors. Include 3'-5' Canopy at Bay doors oif posisble. (i.e. roof extension, or similar)
	Turn-out/ PPE Storage	None	1	30	500	30	500	Directly accessible from Apparatus Bays	Gear Grid Lockers: assumes 1 JumboXL (36x24) locker per Shift per Dorm (10 x 3 = 30) split vertically for 2-sets of gear per locker, 60 sets of gear total) Inlcude room for 6 additional lockers. Design with extra floor space for a future 4th shift
	P.P.E. Decon / Wash and Dry Rooms/Restroom (Goodyear FS 188)	None	1	4	425	4	425	Direct access from apparatus bays and exterior/rear apron area	SCBA Solo Rescue, Extractor, PPE Dryer , standard washer and Dryer. Include Drying/staging area for 4 sets of PPE, 3-compartment S.S. sink with sideboards, eye wash.

Prescott Fire Station No. 73
Architectural Area Program Summary
1/8/2026

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
	Crew Decon Showers (Avondale FS 175)	None	1	4	350	4	350	Direct access from Apparatus Bays or warm zone vestibule and direct access into Clean/ Light Duty Laundry	
	Hose & General Apparatus Storage Alcoves	None	1	1	0	1	0	Include in Workshop or Apparatus Area	
	Workshop	None	1	1	120	1	120	Direct access from Apparatus Bays	HD Workbench and storage cabinets
	SCBA Fill / Air Compressor	None	1	0	200	0	200	Direct access from Apparatus Bays	Could be combined w/ Workshop. Recommend Exterior Wall for Exhaust and Make-up Air Requirements
	Drone Storage /Deployment zone	Private	1	1	100	1	100	Flat Area on Roof Top preferred location	Needs Data, Power and unobstructed deployment zone
	Training Tower (Goodyear FS 188)	None	0	0	0	0	0	Budget and Site Space pending. Access from exterior and Mezzanine Storage if included	Multi-Story with access to Mezzanine and hose drying and 270 degree site access for training
	Mezzanine / Training / Storage	None	0	0	0	0	0	Budget and Site Space pending. Direct access from Apparatus bays	Not calculated in overall Square Footage except for access stairs.
SUB TOTALS	**Subtotal (Net Square Footage) of programmed areas**					**220**	**14220**		
	Total Area S.F. With Circulation and Structure (Based on 25% = Total Grossing Factor)						**17775**		

Prescott Fire Station No. 73
Architectural Area Program Summary
12/23/25

	Prescott Fire Station No. 73						
		Access	PROGRAM SPACE				
	Space Name		Qty of EA	Occ. Per	S.F. Each	Total S.F.	Comments
Site	Flagpole(s)	Public	2	1	30	60	include 2 flagpoles (one American & 1 State Flag)
	Outdoor Public Seating area	Public	1	2	50	50	outside public entry
	Trash/Recycle Area/Enclosure	Public	1	0	200	200	2 separate Bins. Combined and Shared, 6 yard inside of secured site area?
	Standby Generator	Secured	1	0	500	500	Full facility if possible and use 2 smaller ilo one large
	Public Parking	Public	25	0	400	10000	Based on inclusion of Community/Training Room, 3-4 required spaces w/o Community Training Room
	Fire Department Staff Parking	Secured	16	1	400	6400	Covered with PV is preferred, Need to confirm costs
	Fire Department Covered Patios	Secured	1	1	500	500	include BBQ & Smoker
	Apparatus Fill Fire Hydrant	Secured	1	1	400	400	20' x 20' working area around the hydrant locate adjacent to Rear Apron
	Hose Wash/Drying Area and/or Rack	Secured	1	1	0	0	Hose drying will be done on rear apron as needed.
	Fire Department Laydown and Training Area	Secured	0	0	0	0	Area around training tower and outside Fitness Rooms
	Communication Tower	Secured	0	0	0	0	Confirm incorporation and if so, requirements.
	Total Site Element Square Footage					**18110**	

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Lobby	Public	1	4	200	4	200	Close proximity to public parking, public restrooms, exam/triage room & training/community room. Secured access to Fire Station	Art less likely than originally discussed. Due to location, design for greater walk ins, treatment and sitting for 6 at lobby. Baby drop-off box
	Public Restroom	Public	2	1	80	2	160	Directly accessible from Lobby & Training/Community Room	Can be reduced to 1 Restroom if Training/Community Room is deleted
	Exam / Triage Room (Avondale 175)	Public	1	3	100	3	100	Directly accessible from Lobby	Exam table, 3-4ft wide upper/lower cabinet w/ sink
	Training / Community Room (Avondale FS 175)	Public	1	30	750	30	750	Directly accessible from Lobby and close proximity to public restrooms	Setup so it can be a secondary suedo EOC possible but unlikely
	Janitor (Clean side)	None	1	0	50	0	50		Mop sink, mop rack, shelving
	Plumbing / Mechanical Room	None	1	0	150	0	150		Area required will need to be confirmed based on Mech. System Design & Water Heater locations.
	Electrical Room	None	1	1	50	1	50		Confirm Room size requirements once Electrical systems are established. Prefer Exterior Access simialr to Phx FS 62
	IT/CAD Room	Secured	1	0	120	0	120	Centrally Located to Reduced cable length	Combined City IT & Dispatch, Exterior Door for IT Room City Staff Access? Thomas to Confirm City IT/CAD requirments
	Fire Riser / Fire Alarm Room	Secured	1	0	50	0	50	Adjacent to Fire Room	Exterior Door
	Fitness Room (location more like Avondale 175)	None	1	12	1000	12	1000	Locate in clean area but similar to Avondale, with external and outside access with Man Door and Sectional Door. Verify location if on Living or Support side. Rear with access to Apron	TRT Station. Request for anchor points on I-Beams if possible. TRT looking for 20' Ft Ceiling, request for Climbing Wall and 14' & 24' Training openings
	Recharge Room	Private	1	3	200	1	200	UVA, Cold Plunge, Sauna	Rinse Shower, Single Use, Gender Neutral

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Service Office (Similar to Watch Room-Phx FS 62)	Secured	1	1	100	1	100	Adjacent to Lobby and access to kiosk in Lobby.	Service window and glasss into Lobby area
	Fire Fighter Office (Goodyear FS 188)	None	1	6	200	6	200	Adjacent and with view to Apparatus Bays	Shared Fire Fighter Office/Work space
	Dayroom- Tiered (Avondale FS 175)	None	1	10	550	10	550	Open to Dining/Kitchen, but can be closed off. (Barn Door or similar appplication)	Confirm size and style of loungers, Include sliding barn door, and tiered. limited daylighting and if windows they must have window coverings
	Kitchen / Pantry (Avondale FS 175)	None	1	10	350	10	350	Open to Dining with expansion for family meals and holidays.	Very much like the Avondale /Tucson layout. Island for 6-10 People. Cabinets for Pantries (3 shift and 1 kitty pantry cabinets), 4 Refrigerators/Freezers. Verify need for water for ice makers
	Dining Area (Avondale FS 175)	None	1	10	300	10	300	Open to Kitchen and direct access to Exterior Patio Area & Dayroom	Large screen TV, serves as secondary mtg/training room, coffee station/counter top.
	BC Dorm (Avondale FS 175)	Private	1	1	120	1	120	Close proximity to BC Staff Restroom/Showers/Office & Living Area. Separate from main FS Dorm/Living Areas	1 per shift, shared by 3-BC's. Include Class A unifrom Locker/Closet
	BSO/FIT Dorm (Avondale FS 175)	Private	1	1	120	1	120	Close proximity to BC Staff Restroom/Showers/Office & Living Area. Separate from main FS Dorm/Living Areas	1 per shift, shared by 3-BSO/FIT's. Include Class A unifrom Locker/Closet
	BC Kitchen/Dining/Living (Avondale FS 175)	None	1	2	200	2	200	Close proximity to BC & BSO/FIT Dorms & Restrooms	Kitchenette (microwave, sink, dishwasher, Refrigerator and confim Range), 2-person Dining table, 2 loungers. limited daylighting and windows must have window coverings
	BC & BSO/FIT Restrooms (Avondale FS 175)	Private	1	1	95	1	95	Close proximity to BC & BSO/FIT Dorms & Living Area	
	BC Office (Avondale FS 175)	Private	1	1	150	1	150	Close proximity to BC & BSO/FIT Dorms & Restrooms	1 BC per shift, shared x3 shifts
	BC & BSO/FIT Office (Avondale FS 175)	Private	1	1	150	1	150	Close proximity to BC & BSO/FIT Dorms & Restrooms	1 BSO/FIT per shift, shared x3 shifts

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Captains Shared Office (Avondale FS 175)	Private	1	1	150	1	150	Close proximity to Captain Dorms or bookend to the Fire Fighter Office	Shared by 2 per shift, x3 shifts
	Captain Dorms	Private	2	1	100	2	200	like the 2 wings concepts with Restroom and captain at each wing	
	Fire Fighter Dorms	Private	6	1	100	6	600	like the 2 wings concepts with Restroom and captain at each wing	
	Fire Fighter/Captain Unisex Restrooms	Private	4	1	95	4	380	Close proximity to dorms	Sink, toilet, shower, urinal?, bench,
	Clean/ Light Duty Laundry (Goodyear FS 188)	None	1	0	140	0	140	Access from Decon Shower area and centralized location	(2) Washer, (2) Dryer, (1) Utility Sink, General Storage Cabinets/Countertop
	EMS Storage	Secured	1	0	120	0	120	Directly accessible off apparatus bays, preferably off of warm zone vestibule	UCapIt Medical Vending and adjustable shelving, Confirm Requirements, 4ft wide door.
	Hot Zone Transition Vestibules	None	4	10	50	40	200	As required from Apparatus Bays to Service and Living areas	look at charging zones within these spaces
	Ice / Delivery Room	Secured	1	0	85	0	85	Exterior access from secured side of Station & interior access doors	Ice machine, shelving, open space
	TRT Storage Room	Secured	1	0	200	0	200	Interior & Exterior Access with Double Doors	
	Apparatus Bays (4-bays x 20'w x 75'l)	None	4	10	1500	40	6000	Directly accessible to warm zone vestibules, Turnout, Workshop, Decon areas, Dirty Laundry, Dirty Janitor, SCBA Fill. Apparatus to be assigned is: Engine, TRT, UTV/Boat/Trailer, B.C. Look at bay depths/options to allow flexibility and reduce square footage if possible. Need cut sheets for each piece of Apparatus (received TRT Unit dimensions)	Design For Direct Capture and Passive System (Push/Pull System) Unless Deteermined Otherwise. Confirm bay length with proposed apparatus vehicle types/sizes and four-fold doors for Egress and OH Sectional or High Speed Coil-up Doors. Include 3'-5' Canopy at Bay doors oif posisble. (i.e. roof extension, or similar)

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

	Space Name	Access	PROGRAM SPACE					Spatial Relationships	Comments
			Qty of EA	Occ. Per	S.F. Each	Total Occ.	Total Program S.F.		
Building	Turn-out/ PPE Storage	None	1	30	600	30	600	Directly accessible from Apparatus Bays	Gear Grid Lockers: assumes 1 JumboXL (36x24) locker per Shift per Dorm (10 x 3 = 30) split vertically for 2-sets of gear per locker, 60 sets of gear total) Inlcude room for 6 additional lockers.
Building	P.P.E. Decon / Wash and Dry Rooms/Restroom (Goodyear FS 188)	None	1	4	425	4	425	Direct access from apparatus bays and exterior/rear apron area	SCBA Solo Rescue, Extractor, PPE Dryer , standard washer and Dryer. Include Drying/staging area for 4 sets of PPE, 3-compartment S.S. sink with sideboards, eye wash.
Building	Crew Decon Showers (Avondale FS 175)	None	1	4	350	4	350	Direct access from Apparatus Bays or warm zone vestibule and direct access into Clean/ Light Duty Laundry	
Building	Hose & General Apparatus Storage Alcoves	None	1	1	0	1	0	Include in Workshop or Apparatus Area	
Building	Workshop	None	1	1	120	1	120	Direct access from Apparatus Bays	HD Workbench and storage cabinets
Building	SCBA Fill / Air Compressor	None	1	0	200	0	200	Direct access from Apparatus Bays	Could be combined w/ Workshop. Recommend Exterior Wall for Exhaust and Make-up Air Requirements
Building	Drone Storage /Deployment zone	Private	1	1	100	1	100	Flat Area on Roof Top preferred location	Needs Data, Power and unobstructed deployment zone
Building	Training Tower (Goodyear FS 188)	None	0	0	0	0	0	Budget and Site Space pending. Access from exterior and Mezzanine Storage if included	Multi-Story with access to Mezzanine and hose drying and 270 degree site access for training
Building	Mezzanine / Training / Storage	None	0	0	0	0	0	Budget and Site Space pending. Direct access from Apparatus bays	Not calculated in overall Square Footage except for access stairs.
SUB TOTALS	**Subtotal (Net Square Footage) of programmed areas**					**231**	**15035**		
SUB TOTALS	**Total Area S.F. With Circulation and Structure (Based on 25% = Total Grossing Factor)**						**18794**		

Prescott Fire Station No. 76
Architectural Area Program Summary
12/23/25

Prescott Fire Station No. 76						
		Access	PROGRAM SPACE			
	Space Name		Qty of EA	Occ. Per	S.F. Each	Total S.F.	Comments
	Flagpole(s)	Public	2	1	30	60	include 2 flagpoles (one American & 1 State Flag)
	Outdoor Public Seating area	Public	1	2	50	50	outside public entry
	Trash/Recycle Area/Enclosure	Public	1	0	200	200	2 separate Bins. Combined and Shared, 6 yard inside of secured site area?
	Standby Generator	Secured	1	0	500	500	Full facility if possible and use 2 smaller ilo one large
	Public Parking	Public	25	0	400	10000	Based on inclusion of Community/Training Room, 3-4 required spaces w/o Community Training Room
	Fire Department Staff Parking	Secured	20	1	400	8000	Covered with PV is preferred, Need to confirm costs
	Secured Covering Department	Secured	4	1	400	1600	need covered TRT Trailers and Truck Parking for 4 units (10x20 spaces each)
	Fire Department Covered Patios	Secured	1	1	500	500	include BBQ & Smoker
	Apparatus Fill Fire Hydrant	Secured	1	1	400	400	20' x 20' working area around the hydrant locate adjacent to Rear Apron
	Hose Wash/Drying Area and/or Rack	Secured	1	1	0	0	Hose drying will be done on rear apron as needed.
	Fire Department Laydown and Training Area	Secured	0	0	0	0	Area around training tower and outside Fitness Rooms
	Communication Tower	Secured	0	0	0	0	Confirm incorporation and if so, requirements.
	Total Site Element Square Footage					**21310**	

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: Kick-off Meeting

Project:	Prescott FS 73, 76 & 72	**Meeting No.**	**4**
Location	**Prescott City Hall Executive Conf. Room 201 N. Montezuma St., Prescott, AZ**	**Meeting Date**	**Jan. 22, 2026**

ATTENDEE

See Attached Meeting Attendance Sheet

DISTRIBUTION

File
Attendees
Consultants

Items from previous meeting

Item		Action By	Due Date
	Information Only- We are not to design for a future 4th shift rotation, but design for future expansion where possible and consider life span of the facility in the lay-outs	Information only	

.

Agenda Item 1	Introduction	Action By	Due Date
4-001	Thomas B. provided and reviewed meeting agenda & overall project status.	Information Only	

Agenda Item 2	FS 76 & 73 Site and Program Summary Final Discussions/Review	Action By	Due Date
4-002	Perlman reviewed Fire Station No. 76 & 73 Final Program Summary with committee to insure all comments had been addressed. See attached Program Summary for Review and Comment	Info	
	FD to confirm Community room at FS 76 but not at FS 73. PD Report Writing Room required at FS 73 but not required at FS 76.	Info/Thomas/FD	
	Secured covered parking for TRT trailer/vehicles required at FS 76 but not at FS 73.	Info	
	Confirm Training Tower requirement at either FS 73 or 76 versus incorporation training elements into App Bays and/or exterior of App Bays/App Support area walls.	Info	

Agenda Item 3	FS 76 & 73 Site Diagrams Discussions/Review	Action By	Due Date
4-003	Perlman presented Fire Station No. 76 & 73 site diagrams to determine initial site feasibility. See attached site diagrams.	Info	

	FS 73: City to explore/confirm if existing driveway off SR 89 could be used for FS ingress driveway.	Info/Thomas
	FS 73: Perlman to explore ingress & egress off roundabout versus ingress off of SR 89 with secondary ingress only off of SR 89.	Info/Perlman
	FS 73: Thomas to explore option of combining community/training room parking with relocated trailhead parking.	Info/Thomas
	FS 76: Current site diagram requires the existing trailhead public parking lot to be relocated adjacent to the existing public restroom building- Thomas to confirm relocation of public parking area.	Info/Thomas
	FS 76: Thomas to confirm that the furthest SE driveway location is far enough away from intersection to the east.	Info/Thomas

Agenda Item 4	**Fire Station No. 72 Next Steps and Processes**	**Action By**	**Due Date**
4-004	Perlman reviewed draft FS 72 Program Summary and discussed with Committee- see attached Program Summary. Perlman to visit and perform a cursory visual inspection of the current facility. Upon completion of the analysis and inspection, Perlman will prepare a report letter describing the findings and recommendations	Perlman	2/05/26
	FD prefers pole drops versus slides, in addition to stairs.	Info	
	Possible incorporation of 2nd level balcony.	Info	
Agenda Item 5	**Other- New Business**	**Action By**	**Due Date**
4-005	Delete desks & tv's at all dorms- typical at all FS's.	Info/Perlman	
	Plan for 4th shift dorm lockers. Add future 4th shift turnout gear lockers at all FS's.	Info/Perlman	
Agenda Item 6	**Next Meeting Date & Goals**	**Action By**	**Due Date**
4-006	Next Meeting is set for February 5, 2026 to do the site/building visit for FS 72 and visit FS 73 & 76 sites again.	User Group Perlman	1/22/26 Ongoing until complete
Action Items	**Assignments of Action Items**	**Action By**	**Due Date**

1	City / User Group to provide/inventory/ assignments and dimension of Apparatus to be assigned at each Station- **Completed**	City/User Group	1/22/26
2	City to provide Site Exhibit defining all setbacks and, driveway frontage that are available or any requirements that would affect site lay-outs for each site location	City	1/22/26
3	City to provide legal boundary exhibit for Fire Station No. 73 Site. Deed is not formally recorded at time of survey- **Completed**	City	1/22/26
4	City to provide Solid Waste/Recycle enclosure details- **Completed**	City	1/22/26

Documents / Deliverables Distributed

Agenda, Meeting Minutes, Updated FS 76 and 73 Program Summaries, Draft FS 72 Program Summary, FS 73 & 76 Site Feasibility Diagrams

Minutes recorded by Ken Powers / Gerrald Adams– Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies or your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record.

Public Works Department

433 N. Virginia Street
Prescott, Arizona 86301
(928) 777-1130

COP Fire Stations
Bi-Weekly Meeting Minutes
February 5, 2026 9:30 AM
Executive Conference Room

1. **Sign-in and Introductions:**

2. **Preface:**

   This is the Bi-Weekly meeting for the COP Fire Stations. This meeting will cover the Preliminary Site Concepts for station 73 & 76, we will start discussions with Recreation Services and Community Development on the relocation of the existing trailhead parking at both locations. Review the site layouts to address and discuss any concerns.

3. **Updated Site Concepts presentation Stations 73 &76:**

   - Review the changes made to each site lay out from the original concepts provided.

Purpose of Meeting

- *Begin early coordination with Recreation Services and Community Development*
  - *Review Revised site layout concepts for Station 73 and Station 76*
  - *Trailhead parking relocation impacts*
  - *Preliminary permitting / zoning / annexation considerations*

- *Provide direction to the design team (Perlman) before programming advances too far.*

Key Concept Changes

- *Primary apparatus ingress/egress shifted off SR 89 and moved to the Phippen Roundabout.*
- *The new concept improves:*
  - *Apparatus turning and circulation*
  - *Safety (reduced conflict with high-speed SR 89 traffic)*
  - *Visibility and clarity of public vs. fire traffic*
  - *A secondary connection to an existing private drive was discussed as a potential emergency backup route.*

4. **Station 73:**

- Location State Route 89 And Phippen Roundabout Northwest side,
- County confirmed Fire Stations are exempt from zoning and site setback regulations.
- County confirmed permitting will be deferred to the City of Prescott if the site is not Annexed before construction begins.
    - *Annexation was acknowledged as important but will be handled separately. Bryan Sparks and Chelsea Walton have been in discussions.*
        - *Annexation is lengthy and will possibly include other future parcels*
    - *No setback requirements from Community Development,*
    - *Southern parcel boundary must remain intact due to open space protections*
    - *The preferred solution is to combine parcels into one (remove internal line)*
    - *The external perimeter would remain unchanged*
- Perlman has completed Topographic Survey on all site locations.
    - Drainage will be considered in site layout.
    - *Drainage grade issues along the highway*
        - *Perlman is looking into options on natural design and will have meetings with City of Prescott's Engineer and Drainage engineer's as soon as a base concept site is agreed on.*
- The existing Constellation Trailhead Parking Lot and restroom are proposed to be relocated to the South.
    - New Bathroom Facility and water and sewer lines will need to be relocated.
        - *The relocated new restroom facility will be like for like*
    - Paid parking for Constellation Trail Parking area, Fire parking area will not be Pay to Park, is there a way to keep separate?
        - *Parking enforcement strategy to protect trailhead revenue*
        - *Discussions on paid parking for all areas Fire and Trailhead / voucher to be given for community room events.*
        - *Possible need for gating/signage strategy*
    - Ingress and egress considerations.
    - *Trailhead should remain open and accessible during construction with minimal interruptions*
        - *This is the 2nd busiest trailhead*
        - *Generates approximately $30,000/year in revenue*
    - *Parking count must remain like-for-like*
        - *Trailhead parking lots will need to be constructed and operational before removal of existing parking lots are removed.*
        - *Ensure trailhead phasing requirements are communicated to awarded CMAR.*
    - *Traffic Safety Study is still expected*
        - *Signalization discussions were mentioned at a high level, but no decision made Future Meetings needed with Ian Mattingly.*

- **Other Discussion Topics:**
    - Site restrictions and constraints

- Layout options and circulation
  - *The preferred updated concept reviewed was Concept #1 using the roundabout for main access (not SR 89)*
- *Second entrance at North end of site is needed, best option is the private drive at the North end of the site, improvements needed, easements, ownership, access and maintenance.*
- Development standards
- Permitting Questions

5. **Station76:**

- Location Prescott Lakes Parkway and Sundog Ranch Road, 1600 Sundog Northeast corner, across from the Yavapai Humane Society.
- The existing Peavine Trailhead Parking Lot is proposed to be relocated to the North.
  - The existing restroom will stay in its current location.
  - Paid parking for Peavine Trail Parking area, Fire parking area will not be Pay to Park, is there a way to keep separate?
  - Ingress and egress considerations
  - *Trailhead should remain open and accessible during construction with minimal interruptions*
  - *Parking count must remain like-for-like*
    - *Trailhead parking lots will need to be constructed and operational before removal of existing parking lots are removed.*
    - *Ensure trailhead phasing requirements are communicated to awarded CMAR.*
  - *Parking enforcement strategy to protect trailhead revenue*
    - *Discussions on paid parking for all areas Fire and Trailhead / voucher to be given for community room events.*
    - *Discussions on different colorings of certain parking spots for delivery's, drop-offs.*
  - *Existing trailhead parking currently located near the station footprint would be*
    - *Relocated / reconfigured*
    - *Shifted closer to the trail access point (beneficial to users)*
    - *Equestrian trailer pull-through parking (required feature)*

- **Other Discussion Topics:**
  - Site restrictions and constraints
    - *Drainage path issues along the property line and near the Peavine Trail corridor*
    - *Perlman is looking into options on natural design and will have meetings with City of Prescott's Engineer and Drainage engineer's as soon as a base concept site is agreed on.*
    - *Perlman has begun developing 3D site models from Survey Topo information to better understand terrain and retaining wall needs. (All Site Locations)*
  - Layout options and circulation

        - *Ian Mattinglay to be involved in discussions in requirements on drive entrance distance from Prescott Lakes Parkway and Sundog Ranch intersection.*
    - Development standards
    - Permitting Questions
- *Discussions with Kristy Diaz-Trahan (Recreation Services) on adding (shade structure / gathering space) near the relocated parking area and existing restrooms.*
    - *Discussions will be needed, this scope was not included in the Perlmans* scope and fee proposal, or in the Fire Budget for the project. This will *be a change to the contract and add cost to design and construction.*
- Utilize hard flooring in lieu of carpet and provide sink in the Community Room.

6. **Special Requirements:**

- Early Identification of any special requirements needed to site locations in the programming phase will help advance final site layout and speed the overall design of the stations.

7. **Open Discussions / To Do:**

- *Perlman addressed Station 72 power lines. The Power lines will need to be investigated more in-depth. Relocation may be a discussion with APS.*
- *Meeting scheduled for 2/19/2026, Finalization of Program Summary and Station 72 site visit.*

- *To do's*
    - *(Recreation Services) Provide input on proposed trailhead improvements (shade structure / gathering space).*
    - *(Thomas) Coordinate with Brian Sparks on* combining the parcels */ get survey information from Perlman over to Bryan, get with Bryan on what is needed to start the process.*
    - *(Thomas) to provide Perlman with restroom plans & details, so the relocated restroom can be replaced like for – like*
    - *(Thomas) Follow up with Bryan Sparks on the Ingress Egress Easements on private drive and use for second drive access and James family.*
    - *(Community Development) to provide checklist of Submittals needed from Perlman, Thomas will distribute to Perlman.*

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: Kick-off Meeting

Project:	Prescott FS 73, 76 & 72	**Meeting No.**	**5**
Location	**Prescott City Hall Executive Conf. Room 201 N. Montezuma St., Prescott, AZ**	**Meeting Date**	**Feb. 5, 2026**

ATTENDEE

See Attached Meeting Attendance Sheet

DISTRIBUTION

File
Attendees
Consultants

Items from previous meeting

Item		Action By	Due Date
	Information Only- We are not to design for a future 4th shift rotation, but design for future expansion where possible and consider life span of the facility in the lay-outs	Information only	
4-002	FD to confirm Community room at FS 76 but not at FS 73. PD Report Writing Room required at FS 73 but not required at FS 76.	Info/Thomas/FD	
4-003	FS 73: Thomas to explore option of combining community/training room parking with relocated trailhead parking.	Info/Thomas	
	FS 76: Thomas to confirm that the furthest SE driveway location is far enough away from intersection to the east.	Info/Thomas	

.

Agenda Item 1	Introduction	Action By	Due Date
5-001	Thomas B. provided and reviewed meeting agenda & overall project status.	Information	Click or tap to enter a date.

Agenda Item 2	Preface	Action By	Due Date
5-002	This is the Bi-Weekly meeting for the COP Fire Stations. This meeting will cover the Preliminary Site Concepts for station 73 & 76, we will start discussions with Recreation Services and Community Development on the relocation of the existing trailhead parking at both locations. Review the site layouts to address and discuss any concerns	Info	

Agenda Item 3	FS 73	Action By	Due Date
	Concept 1:		
	Gerrald A. / Ken P. provided overview of Concept 1	Info	
	Provide secondary access road connection to the private road to the west. Provide secondary vehicular gate. COP to coordinate agreement.	Info/Perlman	3/5/26
	Relocate restroom to new trailhead parking area.	Info/Perlman	3/5/26
	Phase 1 would need to be the relocation and construction of the new trailhead parking & restroom building to avoid shut down of trailhead.	Info/Perlman	
	Perlman to explore more efficient trailhead parking area.	Info/Perlman	
	Correct north arrow orientation..		
	COP to combine the multiple parcels to clean up property configuration. Perlman to possible develop COR for parcel condemnation/lot combination survey work.	Info/Thomas B.	
	No formal building setbacks required- utilize sensible setbacks for proposed use/function.		
	Traffic study is still required given speed limit and grade change on SR 89/Round About		
	FD/COP prefers Concept 1.		
	Brian Sparks with COP would be the best contact person for the parcel annexation process. COP to coordinate/lead the process and coordinate schedule with overall design schedule.	Info	
	COP Development Services to forward Planning & Zoning and Building Safety Permit Review Process and Requirements.	Info/Thomas B.	
	Concept 2:		
	Gerrald A. / Ken P. provided overview of Concept 2		
	Provide secondary access road connection to the private road to the west. COP to coordinate agreement.	Info/Perlman	
	Relocate restroom to new trailhead parking area.	Info/Perlman	

5-003	Phase 1 would need to be the relocation and construction of the new trailhead parking & restroom building to avoid shut down of trailhead.	Info	
5-004	Perlman to explore more efficient trailhead parking area.	Info/Perlman	3/5/26
5-005	Correct north arrow orientation.	Info/Perlman	3/5/26
5-006	COP to combine the multiple parcels to clean up property configuration. Perlman to possible develop COR for parcel condemnation/lot combination survey work.	Info/COP	
5-007	No formal building setbacks required- utilize sensible setbacks for proposed use/function.	Info	
5-008	Traffic study is still required given speed limit and grade change on SR 89/Round About	Info/Perlman	

Agenda Item 4	**Fire Station No. 76**	**Action By**	**Due Date**
	Concept 1:		
5-009	Gerrald A. / Ken P. provided overview of Concept 1	Info	
5-010	Most likely no retaining wall required adjacent to the existing trailhead parking area	Info	
5-011	Phase 1 would need to be the relocation and construction of the new trailhead parking and associated access/egress drive to avoid shut down of trailhead. Confirm if the COP/FD wants to relocate the majority of the Community Room parking with the relocated Trailhead parking.	Info/Thomas B.	2/19/26
5-012	Need to add equestrian parking spaces and allow for driveway/circulation in & out of (larger spaces)	Info/Perlman	3/5/26
5-013	FD/COP prefers Concept 1.	Info	
5-014	Provide landscape buffer between FS & Trailhead parking area.	Info/Perlman	3/5/26
5-015	Need signage for Community Room/Public FS parking to keep people from parking there using the hiking trail.	Info/Perlman	
5-016	Utilize hard flooring ilo of carpet and provide sink in the Community Room.	Info/Perlman	
	Concept 2:		
5-017	Gerrald A. / Ken P. provided overview of Concept 2	Info	

5-018	Retaining wall requires adjacent to the existing trailhead parking area	Info	
5-019	Need to allow for driveway/circulation for trailhead equestrian parking space (larger spaces)	Info/Perlman	
5-020	Possibly add shade canopy/gazebo & gathering area near the trailhead restroom building. Thomas B to confirm if this program element needs to be added.	Info/Thomas B.	2/19/26

Agenda Item 5	**Special Requirements**	**Action By**	**Due Date**
5-021	None	Info	

Agenda Item 6	**Open Discussion / To Do's**	**Action By**	**Due Date**
5-022	Next steps are to finalize program summary, develop draft room by room programming sheets, refine site planning and start to coordinate with Civil Engineer and start to develop floor plan concepts.	Info/Perlman	2/19/26 3/5/26
5-023	COP/Perlman to initiate discussion/coordination with Utility Companies for early notification and coordination.	Info/COP-Perlman	

Action Item 7	**Next Meeting**	**Action By**	**Due Date**
5-024	2/19/26 Programming Finalization Meeting. & FS 72 Site Visit	Info	
5-025	3/5/26 Conceptual Site & Floor Plan Presentation/Review Meeting	Info	

Documents / Deliverables Distributed

Agenda, Meeting Minutes, Revised FS 73 & 76 Conceptual Site Plans

Minutes recorded by Ken Powers / Gerrald Adams– Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies or your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record.

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: Kick-off Meeting

Project:	Prescott FS 73, 76 & 72	**Meeting No.**	**6**
Location	**Prescott City Hall Executive Conf. Room 201 N. Montezuma St., Prescott, AZ**	**Meeting Date**	**Feb. 19, 2026**

ATTENDEE

See Attached Meeting Attendance Sheet

DISTRIBUTION

File
Attendees
Consultants

Items from previous meeting

Item		Action By	Due Date
	Information Only- We are not to design for a future 4th shift rotation, but design for future expansion where possible and consider life span of the facility in the lay-outs	Information only	
		Click or tap here to enter text.	

Agenda Item 1	Introduction	Action By	Due Date
6-01	Thomas B./ Gerrald A. provided and reviewed meeting agenda & overall project status.	Information Only	

Agenda Item 2	FS 76 & 73 Site Plan Concepts Discussions/Review	Action By	Due Date
	Fire Station No. 73		
6-02	Preferred Option (Site Concept 1- Final Dated 2/19/26)	Info	
6-03	Gerrald A. provided overview of FS 73 Conceptual Site Plan.	Info	
6-04	Perlman and Civil Engineer will start to develop more detailed site grading and establish FFE moving forward.	Info/Perlman/Civil	
6-05	Overflow parking option, modified public parking to maximize grades/existing landscape, minor changes to apron, staff parking from last concept, utilization of existing private drive to the north (secondary access point- public right in/right out only).	Info	
6-06	Existing cattle guard will need to move west to allow for FS access w/o crossing through it.	Info/Perlman	
6-07	Current roadway elevation from/to round about will be at approximately the same elevation and FS FFE will be lower than round about.	Info	

6-08	Eric S. posed question regarding retention basin incorporation which will be addressed as design progresses.	Info/Perlman/Civil
6-09	Per last meeting review comments, a small FD only training room is to be added, accommodating 15-20 people at training tables.	Info/Perlman
6-10	**Site Plan Concept 1-** Preferred Option (Site Concept 1-Final Dated 2/19/26)	Info
6-11	Gerrald A. provided overview of site plan concept 1.	Info
6-12	It was noted that the 4- items currently noted as drywells are vertical storm drainage overflow conveyance and not technically drywells which would need to be maintained.	Info
6-13	Box culvert would be approximately the same size as the intersection box culvert.	Info
6-14	Delete access driveway at PLP with set-up for future development if required.	Info/Perlman
6-15	Trailhead parking needs to incorporate pull through equestrian trailer parking.	Info/Perlman
6-16	If material is acceptable for fill, there is excess fill in existing retention basin that could be used to build up the building pad	Info/Civil
6-17	Will need to install intersection pre-emption for FS response onto Sundog Ranch Road. Could be activated with plunger push button and/or Opticom, in addition to warning flashing light/traffic striping.	Info/Perlman
6-18	FD would prefer that the Community/Training Room could accommodate 30-35 people at training tables.	Info/Perlman
6-19	Traffic Study may not be required.	Info/Civil
	Site Plan Concept 2	
6-20	Gerrald A. provided overview of site plan concept 2.	Info
6-21	Same comments as Concept 1 except doesn't work as well without PLP access driveway.	Info
	Site Plan Concept 3	
6-22	Gerrald A. provided overview of site plan concept 3	Info
6-23	Same comments as Concept 1 except doesn't work as well without PLP access driveway.	Info

Agenda Item 3	Review/Discussion of Site Parcel Parameters/Restrictions	Action By	Due Date
	Fire Station No. 76		
6-24	Lot combination / ROW definition will be required. Perlman currently has this service in Optional Services. ***Perlman to send email stating incorporation of applicable Optional Service***.	Info/Perlman	
6-25	Need to confirm approach to separate existing regional retention versus Fire Station specific site required retention.	Info/Civil	
6-26	Traffic Study may not be required.	Info/Civil	
	Fire Station No. 73		
6-27	Site is still in unincorporated Yavapai County area. County will not require their guidelines to be adhered to and would default to City requirements only since parcel will be annexed into City.	Info	
6-28	Lot combination / ROW definition will be required to avoid building setback issues and rework SR 89 ROW- Bill G/Perlman will work with COP to finalize direction. COP to submit to County for review/recording.	Info/COP/Perlman/Civil	
6-29	At this point Traffic Dept/Ian M. has no issues with this concept. ***Ian M./Thomas B. to confirm if Traffic Study is still required.*** Possibly change to Traffic Statement.	Info/Eric S./Thomas B.	
6-30	***Thomas B. to confirm if there will be any impact from possible SR 89 widening & effluent line improvements. Currently, it appears that it will be a non-issue/no impact on our project***.	Info/Thomas B.	
6-31	COP has no current issues with the proposed handling of existing retention. Need to confirm first flush treatment needing to drain within 72-hours and separation.	Info/Civil	
6-32	Will need to confirm new trailhead restroom building location because current location shown is in “Open Space”	Info/Perlman	

Agenda Item 4	Other- New Business	Action By	Due Date
6-33	Perlman needs 4-6 weeks (skip next meeting) to develop floor plans and develop site plans/input into CAD.	Info	

6-34	Thomas B. provided overview of CMAR selection process. Proposals are due on 3/5/26, followed by short list interviews and then final selection. COP has option to select one or multiple CMAR's. COP would prefer for CMAR to take the lead on defining temporary facilities.	Info

Agenda Item 5	Next Meeting Date & Goals	Action By	Due Date
6-35	Existing Facility tour of COP FS & Daisy Mtn FS for IT.	Info/Perlman/COP	
6-36	Perlman to perform site visit of FS 72 for existing facility evaluation.	Info/Perlman	
6-37	CAFMA/PD meeting to discuss project requirements.	Info/Perlman/COP	

Action Items	Assignments of Action Items	Action By	Due Date

Documents / Deliverables Distributed

Agenda, Meeting Sign-in Sheet, Meeting Minutes, Updated FS 76 and 73 Site Plan Concepts

Minutes recorded by Ken Powers / Gerrald Adams– Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies or your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record.

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: SD Phase Design Progress Meeting

Project:	Prescott FS 73, 76 & 72	**Meeting No.**	**7**
Location	**Prescott City Hall Executive Conf. Room 201 N. Montezuma St., Prescott, AZ**	**Meeting Date**	**Mar. 19, 2026**

ATTENDEE

See Attached Meeting Attendance Sheet

DISTRIBUTION

File
Attendees
Consultants

Items from previous meeting

Item		Action By	Due Date
	Information Only- We are not to design for a future 4th shift rotation, but design for future expansion where possible and consider life span of the facility in the lay-outs	Information only	
		Click or tap here to enter text.	

Agenda Item 1	Introduction	Action By	Due Date
7-001	Thomas B./ Gerrald A. provided and reviewed meeting agenda & overall project status. Presenting floor plans for FS 73 & 76 based on program, tour feedback and differences between the two stations	Info	

Agenda Item 2	FS 76 & 73 Floor Plan Concepts Discussions/Review	Action By	Due Date
	Fire Station No. 73		
7-002	GA/KP presented/walk through Floor Plan.	Info	
7-003	Once IT room layout is determined, the Community Room Storage room may be able to be enlarged and decrease IT Room size.	Info/City/Perlman	4/16/24
7-004	Reduce Community Room to 16-people ilo 24 and rename to Training Room.	Info/Perlman	4/16/24
7-005	Delete Watch Room.	Info/Perlman	4/16/24
7-006	Concern with privacy of patio from roadway and would like to maximize views.	Info	

7-007	Relocate door to Bath 6 to Vestibule wall to allow easier access from Fitness and support side versus direct access from Recharge Room.	Info/Perlman	4/16/24
7-008	Need to add an equipment decon washer unit. FD to send info on preferred mfg/model #.	Info/FD/Perlman	4/16/24
7-009	Flip-flop Turnout Room with Workshop to locate Decon closer to Turnout Room. Flip-flop Storage Room & Mech. Room also. Add small clean storage room w/ utility sink on Support side.	Info/Perlman	4/16/24
7-010	Relocate SCBA Fill Station compressor remotely located in Mech. Room. Separation of fill station and compressor into another room.	Info/Pelman	4/16/24
7-011	Add remote SCBA fill port in apparatus bay to fill support truck.	Info/Perlman	4/16/24
7-012	Increase Fitness Room to 1,000sf (enlarge 2ft to west). Relocate majority of windows to the south wall and maximize glass at that wall.	Info/Perlman	4/16/24
7-013	Add “Mothers” mini-fridge alcove at corner of Mech. Room.	Info/Perlman	4/16/24
7-014	Currently 4-fold doors on egress side and OH doors on ingress side of app. bays.	Info	
7-015	Relocate door to Bath 6 to Vestibule wall to allow easier access from Fitness and support side versus direct access from Recharge Room.	Info/Perlman	4/16/24
7-016	Modify window wall at Dining Room to operable glass wall options or dual sliding glass doors.	Info/Perlman	4/16/24
7-017	Change cmu site wall to partial cmu w/ view fencing at west side of site.	Info/Perlman	4/16/24
7-018	~~Relocate door to Bath 6 to Vestibule wall to allow easier access from Fitness and support side versus direct access from Recharge Room.~~	Info/Perlman	4/16/24
7-019	Perlman to coordinate and show location(s) of storage of cleaning supplies.	Info/Perlman	4/16/24
	Fire Station No. 76		
7-020	GA/KP presented/walk through Floor Plan.	Info	
7-021	Add 2nd door for Community Room at entry side corner.	Info/Perlman	4/16/24
7-022	Delete entry alcove to Day Room and change double doors to barn door. Delete millwork in corner and enlarge millwork at TV Wall.	Info/Perlman	4/16/24
7-023	Relocate SCBA Fill Station compressor remotely located in Mech. Room. Separation of fill station and compressor into another room.	Info/Pelman	4/16/24
7-024	Add remote SCBA fill port in apparatus bay to fill support truck.	Info/Perlman	4/16/24
7-025	Increase Fitness Room to 1,000sf (enlarge 2 ft to west). Relocate majority of windows to the south wall.	Info/Perlman	4/16/24

7-026	Add “Mothers” mini-fridge alcove at corner of Mech. Room.	Info/Perlman	4/16/24
7-027	Currently 4-fold doors on egress side and OH doors on ingress side of app. bays.	Info	
7-028	Need to add an equipment decon washer unit. FD to send info on preferred mfg/model #.	Info/FD/Perlman	4/16/24
7-029	Turn-out Room needs to have more direct access to App. Bays.	Info/Perlman	4/16/24
7-030	Rework perimeter site fencing to secure BC patio/staff entry. Add BC vehicular gate and add 3-4 parking spaces within secure site.	Info/Perlman	4/16/24
7-031	Modify window wall at Dining Room to operable glass wall options or dual sliding glass doors.	Info/Perlman	4/16/24
7-032	Modify window wall at Dining Room to operable glass wall options or dual sliding glass doors.	Info/Perlman	4/16/24
7-033	Relocate door to Bath 6 to Vestibule wall to allow easier access from Fitness and support side versus direct access from Recharge Room.	Info/Perlman	4/16/24
7-034	Perlman to coordinate and show location(s) of storage of cleaning supplies.	Info/Perlman	4/16/24

Agenda Item 3	Other- New Business	Action By	Due Date
7-035	GA/KP to visit existing FS 72 today to collect information/photos for facility evaluation letter.	Info/Perlman	4/16/26

Agenda Item 4	Next Meeting Date & Goals	Action By	Due Date
7-036	FD to review presented floor plans over the next 1-2 weeks.	Info/FD	4/16/26
7-037	Once Perlman receives City/FD preliminary floor plan review comments, the Team will evaluate & schedule next milestone & meeting date. At this point, most likely the next meeting will be on 4/16/26 to present/review the revised Schematic Design Floor Plans & Site Plans for FS 73 & 76, FS 72 Facility Evaluation Letter, and possibly the initial preliminary floor & site plans for FS 72.	Info/Perlman	4/16/26

Documents / Deliverables Distributed

Agenda, Meeting Sign-in Sheet, Meeting Minutes, FS 76 and 73 Floor Plans (clean & redlined versions)

Minutes recorded by Ken Powers / Gerrald Adams– Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies of your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: SD Phase Design Progress Meeting

Project:	Prescott FS 73, 76 & 72	**Meeting No.**	**8**
Location	**Prescott City Hall** **Public Works Conference Room** **433 N. Virgina Street, Prescott, AZ**	**Meeting Date**	**Apr. 16, 2026**

ATTENDEE

See Attached Meeting Attendance Sheet

DISTRIBUTION

File
Attendees
Consultants

Items from previous meeting

Item		Action By	Due Date
	None	Information only Click or tap here to enter text.	

Agenda Item 1	Introduction	Action By	Due Date
8-001	Thomas B./ Gerrald A. provided and reviewed meeting agenda & overall project status. Presenting FS 73 & 76 exterior elevation concepts. Based on previous discussions for openness, natural lighting, views and surrounding area architectural styles. FS 72 will be different styles based on it's specific context. Surveys and Geotechnical Report are currently being developed, approximately 3-weeks from being completed. CMAR selection process is currently on going. Written proposals are being evaluated currently to determine who will be shortlisted. Thomas B./Chief Knapp explained City process.	Info	

Agenda Item 2	FS 76 & 73 Exterior Elevation Concepts Discussions/Review	Action By	Due Date
	Fire Station No. 73		
8-002	Gerrald A. presented elevation concepts. Option A- Contemporary Ranch: Primarily multiple shed roof forms, combination of cmu/stone veneer/metal/composite siding and standing seam roof. Incorporation of high clerestory windows to maximize natural lighting. Mechanical wells hidden from street view. Committee members present favor this option.		

Option B- Territorial Ranch: Primarily gable roofs, exposed heavy timber or steel members, mix of stucco/cmu/exposed steel members and standing seam metal roof. High windows in app. bays for additional natural lighting. Mechanical wells hidden from street view.

Fire Station No. 76

Option A- Contemporary Ranch: Contemporary Ranch: Primarily multiple shed roof forms, combination of cmu/stone veneer/metal/composite siding and standing seam roof. Incorporation of high clerestory windows to maximize natural lighting. Mechanical wells hidden from street view. Committee members present favor this option.

Option B- Traditional Ranch: Primarily gable roofs, exposed heavy timber or steel members, mix of stucco/cmu/exposed steel members and standing seam metal roof. High windows in app. bays for additional natural lighting. Mechanical wells hidden from street view.

Agenda Item 3	Other- New Business	Action By	Due Date
	After exterior elevations are determined for FS 73 & 76, Perlman will start developing FS 72 floor plan/site plan options.		
	Perlman to provide 3-color options for selected Contemporary Ranch elevation for City/FD review/consideration	Info/Perlman	4/23/26
	Confirmed to add 1-dishwasher for a total of two.	Info/Perlman	
	Confirmed that BC area to remain as currently located/ designed.	Info	
	Perlman to look at option that opens Dayroom to Kitchen/Dining area w/ barn-door to close-off when desired.	Info/Perlman	4/23/26
	Increase size of Captain office to facilitate two captains- decrease FF office size slightly to allow for change.	Info/Perlman	4/23/26
	FD/City to provide list of potential VE (Proposed possible program and cost reduction items) for review/consideration	Info/City-FD	4/23/26

Agenda Item 4	Next Meeting Date & Goals	Action By	Due Date
	Next meeting to be established after VE (Proposed possible program and cost reduction items) list is provided and applicable direction is determined.	TBD	

Documents / Deliverables Distributed

Agenda, Meeting Sign-in Sheet, Meeting Minutes, FS 76 and 73 Floor Plans (clean & redlined versions)

Minutes recorded by Ken Powers / Gerrald Adams – Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies of your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: SD Phase Design Progress Meeting

Project:	Prescott FS 73, 76 & 72	**Meeting No.**	**9**
Location	**Prescott City Hall** **Public Works Conference Room** **433 N. Virgina Street, Prescott, AZ**	**Meeting Date**	**Jun. 4, 2026**

ATTENDEE

See Attached Meeting Attendance Sheet

DISTRIBUTION

File
Attendees
Consultants

Items from previous meeting

Item		Action By	Due Date
	Increase size of Captain office to facilitate two captains- decrease FF office size slightly to allow for change. Add 1-dishwasher for a total of two. Perlman to look at option that opens Dayroom to Kitchen/Dining area w/ barn-door to close-off when desired	Perlman	
	~~Increase size of Captain office to facilitate two captains- decrease FF office size slightly to allow for change~~	Repeated from above	

Agenda Item 1	Introduction	Action By	Due Date
9-001	Thomas B./ Gerrald A. provided and reviewed meeting agenda & overall project status.	Info	

Agenda Item 2	Budget Cuts, (If needed)	Action By	Due Date
	Fire Station No. 73 & 76		
9-002	Perlman Architects, Thomas B, and Chief Knapp reviewed the items submitted identified for Fire Stations 73 & 76 by the committee and addressed each item for it's validity and if this is something that could be considered should VE be required on the projects. At this point this is just for reference only and will be revisited in the future should the budget warrant it.		

Agenda Item 3	**Presentation, Review and Discussion of Site and Floor Plan Concepts**	Action By	Due Date

Fire Station No. 72

9-003 Perlman Architects presented the initial floor plan and site plan concepts for this station. The overall design (floor and site plans) were well received and the design committee provide the stamp of approval. It was asked if a glass type garage for the Fire Parade truck be included and that we still need to find a way to incorporate/display the Fire Department Historic Bell. Maybe as a tower element, part of the display garage, or at the main entry. Perlman to develop a few ideas for presentation in the future. Perlman to include previous comments on Fire Station No. 73 & 76 are incorporated into the concepts for Fire Station No. 72. (see above and make sure to add previously added mother Rooms and work station.)

Agenda Item 4	**Presentation, Review and Discussion of Color & Materials**	Action By	Due Date

Fire Station No. 76 & 73

9-004 Perlman Architects presented (3) three color and material concepts for review and consideration. The design committee reviewed and made recommendations. Color Concepts “A” is requested to be used for Fire Station No. 73 as submitted. Color Concept “B” has been revised and will be used on Fire Station 76. Perlman Architects to capture these colors and provide color/material board for each concept for final acceptance. (Perlman Team, see notes on concept envelopes)

Agenda Item 5	**Update on Lot Combo Progress for the 73 & 76 Sites**	Action By	Due Date

9-005 Perlman Architects provided update on the status of the lot combos. They are scheduled to be submitted ~~tot oh~~ to the city for review by June 19th. Pending city acceptance, they would be submitted to reals and then through the county recording process.

Agenda Item 6	**Geotechnical Services Progress Review and Discussion**	Action By	Due Date

Fire Station No. 76 & 73

9-006 Perlman Architects provided update on the status of the Geotechnical Services. They are complete for Stations 73 & 76. The team has shared with the consulting engineers and the city

Agenda Item 7	Announcement of selected CMAR Contractor	Action By	Due Date
9-007	Thomas and Chief Knapp formally announced the selected CMAR Contractor and a brief overview of the process in which took place for the selection. Core Construction was selected for all three stations and a scoping meeting is scheduled for Friday June 12.		

Agenda Item 9	Other- New Business	Action By	Due Date
	None		

Agenda Item 10	Next Meeting Date & Goals	Action By	Due Date
	Next meeting to be established	TBD	

Documents / Deliverables Distributed

Agenda, Meeting Sign-in Sheet, Meeting Minutes, FS 76 and 73 Floor Plans (clean & redlined versions)

Minutes recorded by Ken Powers / Gerrald Adams – Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies of your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record

Perlman
Architects of Arizona

Meeting Minutes

Prescott Multiple Fire Stations: SD Phase Design Progress Meeting

Project:	Prescott FS 73, 76 & 72	**Meeting No.**	**10**
Location	**Prescott City Hall** **Public Works Conference Room** **433 N. Virgina Street, Prescott, AZ**	**Meeting Date**	**Jul. 9, 2026**

ATTENDEE

See Attached Meeting Attendance Sheet

DISTRIBUTION

File
Attendees
Consultants

Items from previous meeting

Item		Action By	Due Date
	Perlman to look at option that opens Dayroom to Kitchen/Dining area w/ barn-door to close-off when desired	Perlman	

Agenda Item 1	Introduction	Action By	Due Date
10-001		Info	

Agenda Item 2	Agenda Review	Action By	Due Date
10-002	Thomas B./ Gerrald A. provided and reviewed meeting agenda & overall project status.	Info	

Agenda Item 3	Presentation, Review and Discussion	Action By	Due Date
	Fire Station No. 76		
10-003	Perlman Architects presented the color renderings, fly-by, and material board.	Perlman	
10-004	Tempered glass, ballistic glass options at front elevation. CORE to provide Add Alternates Cost during the estimating process	Info	
10-005	Review architectural progress set. ADA details will be updated per new code.	Perlman	
10-006	Provide equipment information for both fire stations. All equipment cut-sheets specific to FS. Provide service contracts/suppliers. Gym layout by 3rd party and send floor plan. Flat roofs removed and only one remain. Look into heat	Prescott City and Fire Department/ Perlman	

10-007	strips, sloping to minimize ice build-up. New roof has continuous roof line.		
10-008	Civil: Prelim G&D Reviewed paving areas. Reviewed grades at entry, bldg., and drives. Building PAD height set from Sundog Ranch Road. Asphalt at some drives, not at turning radius of apparatus. Reviewed utility plan and APS coordination needed. Existing power pole to move, new location provided.		
	Fire Station No. 73		
10-009	Civil: Prelim G&D Reviewed paving areas. Reviewed grades at entry, bldg., and drives. Cattle guard moved closer to existing gate. Building PAD height about same as the round-about. 68-70 acres approx. of offsite drainage. The civil engineer has asked if a drainage report is available and if so, please provide for Design Team review. Trailhead parking close to existing grade as possible. City is to confirm if the original Restroom Architect can provide a site adapt or reuse restamp for the relocation of the restroom building.	Perlman Info	
10-010	New retention needed at north? Perhaps look into other options. Tie-into existing storm drain pipe? Highway 89 drainage to retaining wall, slopes to existing retention area?	Info	
10-011	Design to show proposed covered parking canopies for trailer and misc. equipment parking on the site plans		
10-012	Add Fill Station hydrant for Apparatus		
	Reviewed fly-by and architectural progress set		
	Fire Station No. 72		
10-013	Traffic Study to be determined if needed. Utility meetings are held monthly. Elevation Concepts in the works and forthcoming in next 30 days.	Perlman	
Agenda Item 4 & 7	**Milestones and Submittals**	**Action By**	**Due Date**
	30% review set for Monday. Currently on track or a little ahead.		
Agenda Item 5	**Lot Combo Progress 73 & 76**	**Action By**	**Due Date**

	Thomas and Real Estate team currently working on this and will update team as it progresses.	Prescott	
Agenda Item 9	**Other**	**Action By**	**Due Date**
	Mechanical questions provided as pdf. Need input and pass out to Fire team/ Prescott for answers in writing.	Prescott	

Documents / Deliverables Distributed

Agenda, Meeting Sign-in Sheet, Meeting Minutes, FS 76 and 73 Arch progress set, colored renderings and fly-bys, color and material board, equipment list, civil prelim sheets, APS utility coord, Landscape Narratives.

Minutes recorded by Chris Hermosillo / Gerrald Adams – Perlman Architects of AZ, inc. Please advise Perlman Architects of any discrepancies of your understanding of this meeting if there are any questions or corrections to be made. If no comments are received within (5) business days, these minutes will be considered accurate and will become part of the permanent project record

Perlman Architects

City of Prescott Multiple Fire Station Design Programming Meeting

July 9, 2026, 9:30 am – 11:30 am

AGENDA

1. Introductions

2. Agenda Review

3. Presentation, Progress Review and Discussion
    - Fire Station No. 76
        - Review and Presentation of Updated Color and Material Options
        - Updated Rendering and Fly Arounds
        - Design Progress Review
        - Design Narratives and Site Engineering Presentation
        - Comments, Questions or Concerns

    - Fire Station No. 73
        - Review and Presentation of Updated Color and Material Options
        - Updated Rendering and Fly Arounds
        - Design Progress Review
        - Design Narratives and Site Engineering Presentation
        - Comments, Questions or Concerns

4. Milestone Submittal Requirements and Approval to submit Now or After the meeting on July 23rd with Development Services?

5. City to Provide any updates on Lot Combo Progress for the 73 & 76 Sites

6. Discussion on Fire Station No. 72
    - Traffic Study
    - Utility Coordination Meeting
    - Design Updates

7. Overall Project Schedule Discussion

8. Core Construction Contract status update

9. Other – New Business

10. Next Meeting Date and Goals

Perlman
Architects of Arizona

Meeting Attendance

Perlman Architects of Arizona, Inc

Date:	July 9, 2026	Project Number:	Prescott Contract No. 2026-098 Perlman Project No. 325020
Project Name:	Prescott Multiple Fire Station (73,76 & 72)		
Mtg. Location:	Prescott City Hall Executive Conference Room 433 N. Virgina Street, Prescott, AZ 86301	Time:	9:30 -11:30 AM

#1 Name:	**Ken Powers**				
Company/Dept:	Perlman Architects		Phone:	480-951-5900/480-650-7908	
Address:	2929 N. Central Ave., Suite 1600, Phx, AZ 85012		Email:	kenp@perlmanaz.com	
#2 Name:	**Gerrald Adams**				X
	Perlman Architects		Phone:	480-951/5900/602-799-8344	
Address:	2929 N. Central Ave., Suite 1600, Phx, AZ 85012		Email:	gerralda@perlmanaz.com	
#3 Name:	**Thomas Burchfield**				X
Company/Dept:	Prescott Public Works Department		Phone:	928-777-1130 ext. 5010	
Address:	433 N. Virginia Street, Prescott, AZ 86301		Email:	Thomas.burchfield@prescott-az.gov	
#4 Name:	**Holger Durre, Fire Chief**				X
Company/Dept:	Prescott Fire Departments		Phone:	928-777-1701	
Address:	201 N. Montezuma St, Suite 216, Prescott, AZ 86301		Email:	Holger.durre@prescott-az.gov	
#5 Name:	**Thomas Knapp, Deputy Fire Chief**				X
Company/Dept:	Prescott Fire Department		Phone:		
Address:	201 N. Montezuma St, Suite 216, Prescott, AZ 86301		Email:	Thomas.knapp@prescott-az.gov	
#6 Name:	**Sierra Smith**				X
Company/Dept:	Prescott Fire Department		Phone:		
Address:	201 N. Montezuma St, Suite 216, Prescott, AZ 86301		Email:	Sierra.smith@prescott-az.gov	
#7 Name:	**Tim Sherwood**				
Company/Dept:	Prescott Public Works Department		Phone:		
Address:	433 N. Virginia Street, Prescott, AZ 86301		Email:	Tim.sherwood@prescott-az.gov	
#8 Name:	**Gwen Rowitsch**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Gwen.rowitsch@prescott-az.gov	
#9 Name:	**Ian Mattingly**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Ian.mattingly@prescott-az.gov	
#10 Name:	**Bill Hickey**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Bill.hickey@prescott-az.gov	
#11 Name:	**Scott Luedeman**				X
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Scott.luedeman@prescott-az.gov	
#12 Name:	**Anthony Valdez**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Anthony.valdez@prescott-az.gov	
#13 Name:	**Jeff Moffitt**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Jeff.moffitt@prescott-az.gov	
#14 Name:	**David Haskell**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	David.haskell@prescott-az.gov	
#15 Name:	**Nate Seets**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Nate.seets@prescott-az.gov	
#16 Name:	**Lori Burkeen**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Lori.burkeen@prescott-az.gov	
#17 Name:	**Nate Malm**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Nate.malm@prescott-az.gov	
#18 Name:	**Jason Heartisan**				
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Jason.heartisan@prescott-az.gov	
#19 Name:	**Parker Moore**				TEAMS
Company/Dept:	Prescott Fire Department		Phone:		
Address:			Email:	Parker.moore@prescott-az.gov	

Meeting Attendance

Perlman Architects of Arizona, Inc

#20 Name:	**Pat McCarty**				
Company/Dept:	Prescott Fire Department	Phone:	928-533-1903		
Address:		Email:	Pat.mccarty@prescott-az.gov		
#21 Name:	**Jason Beyea**				TEAMS
Company/Dept:	Prescott Fire Department	Phone:			
Address:		Email:	Jason.beyea@prescott-az.gov		
#22 Name:	**Travis Weedon**				
Company/Dept:	Prescott Fire Department	Phone:			
Address:		Email:	Travis.weedon@prescott-az.gov		
#23 Name:	**Adam Julien**				
Company/Dept:	Prescott Fire Department	Phone:			
Address:		Email:	Adam.julien@prescott-az.gov		
#24 Name:	**Samantha Beilmann**				
Company/Dept:	Prescott Fire Department	Phone:			
Address:		Email:	Samantha.beilmann@prescott-az.gov		
#25 Name:	**Imani Moore**				X
Company/Dept:	Prescott Fire Department	Phone:	702-994-5818		
Address:		Email:	Imani.moore@prescott-az.gov		
#26 Name:	**Robert Rooke**				
Company/Dept:	Prescott Fire Department	Phone:	928-848-2561		
Address:		Email:	Robert.rooke@prescott-az.gov		
#27 Name:	**Chris Moore**				X
Company/Dept:	Prescott Fire Department	Phone:	702-815-5761		
Address:		Email:	Chris.moore@prescott-az.gov		
#28 Name:	**Matt Reese**				X
Company/Dept:	Prescott Fire Department	Phone:	714-323-5333		
Address:		Email:	Matthew.reese@prescott-az.gov		
#29 Name:	**Bill Gasque**				TEAMS
Company/Dept:	Civil Design Solutions	Phone:	480-205-8434		
Address:		Email:			
#30 Name:	**Bryan Sparks**				
Company/Dept:	Prescott Real Estate Admin.	Phone:	480-582-5055		
Address:		Email:			
#31 Name:	**Eric Sparkmar**				
Company/Dept:	Prescott Public Works Dept.	Phone:			
Address:		Email:	Eric.sparkmar@prescott-az.gov		
#32 Name:	**Randy Perham**				
Company/Dept:	City of Prescott	Phone:			
Address:		Email:			
#33 Name:	**Matthew Killeen**				
Company/Dept:		Phone:			
Address:		Email:	Matthew.killeen@prescott-az.gov		
#34 Name:	**Stephen Stanley, PM**				X
Company/Dept:	COP Public Works	Phone:			
Address:		Email:	Stephen.stanley@prescott-az.gov		
#35 Name:	**Chris Hermosillo**				TEAMS
Company/Dept:	Perlman Architects	Phone:	602-396-7899		
Address:		Email:	chrish@Perlmanaz.com		
#36 Name:					
Company/Dept:		Phone:			
Address:		Email:			
#37 Name:					
Company/Dept:		Phone:			
Address:		Email:			
#38 Name:					
Company/Dept:		Phone:			
Address:		Email:			
#39 Name:					
Company/Dept:		Phone:			
Address:		Email:			
#40 Name:					
Company/Dept:		Phone:			
Address:		Email:			
#41 Name:					
Company/Dept:		Phone:			
Address:		Email:			

Public Works Department

201 N. Montezuma Street,
Prescott, Arizona 86301
(928) 777-1130

Fire Stations 76, 73, & 72
Permitting Pre-Application Meeting Minutes
July 23, 2026, 2:30p.m.
Executive Conference Room

1. **Sign-in and Introductions:**

2. **Preface:**

The purpose of this meeting is to initiate early coordination between Community Development, the Fire Department, Public Works, Perlman Architects, and CORE Construction for the design and construction of Fire Stations 76, 73, and 72.

This meeting will establish communication and identify permitting requirements, agency reviews, design considerations, and approval processes necessary throughout the project lifecycle, including design, permitting, construction, inspections, and project closeout. Early coordination will help identify potential issues, clarify roles and responsibilities, and support an efficient permitting and construction process.

3. **Overview of Stations:**

- FS 76 Sundog Ranch Road, currently in 30% plan review
- FS 73 Phippen Roundabout, currently in 30% plan Review
- FS 72 6th Street, at 15% conceptual design

4. **Development Review and Permitting Process:**

- Overall permitting process
- Development Review (Pre-Application/PAC) process
    - *Submit an early PAC Package for review.*
    - *Provide as much information as possible.*
- Electronic permit portal requirements
    - *City to provide checklists of any processes they have checklists for*
- Expected review timelines
    - *7 Weeks for initial review and 2-3 weeks for follow-up reviews*

- Department review sequence
- Review comments and resubmittal process
- Permit sequencing
    - PAC review
        - *Should include General Narratives & Floor Plans*
    - Engineering (ENG) Permit
        - *Retaining Wall Information.*
        - *Landscape Information*
    - Building Permit
        - Look at structural, Seismic and Rated wall testing and inspection requirements
    - Deferred Submittals (If Applicable)
        - *Steel Shops.*
        - *Trusses.*
        - *Sprinkler Systems.*
        - *Any other ICC code related systems currently unknown*
    - Construction
        - *Station 76 is the first station to be constructed*.
        - *Station 72 will require a Temporary use Permit for the Temporary Facility*.
- Required agency coordination
    - Multi-Department review, all city agencies participate.
        - Planning & Zoning
        - Public Works
        - Water Resources
        - Fire
        - Building Safety
        - *Recreation Services*
            - *Coordination for the Trailhead improvements will be required*
        - *Phased ENG permits were discussed at station 76 & 73 to allow the relocation of the Trailhead improvements prior to the Stations. Including C of O issuance at each site.*
        - *Multiple rounds of reviews may be needed for the ENG Permits for the Trailhead Parking areas.*

Discussion Items

- 60% review vs. 90% permit review
    - 60% Design Review Time Approx. Seven (7) Weeks.
    - 90% Design Review Time Approx. Two (2) Weeks.
- Typical review durations
- Opportunities to streamline reviews
- *Phased grading permits for Station 76 & 73 were discussed to allow early site work in the Trail Parking Areas.*

5. **Design Coordination:**

- Required City design standards

- *Commercial Kitchen*
  - *Type 2 style hood was the preferred hood during the site visits.*
  - *(similar to the Denlar 5000)*
- Applicable building codes and adopted amendments
- Water, sewer, and utility coordination
- Traffic impacts and roadway improvements
- Off-site improvement requirements
- Sustainability and energy code considerations
- Grading permits
- Engineering permits
- Utility permits
- Water
- Sewer
  - *Force main and lift pump is there any requirements to lift pumpstation*
    - *Probably need to have a backup pump*
    - *(Thomas To Do follow up with Ben Burns)*
      - *Ben Burns Response: these are considered private and would not be regulated, maintained or operated by Utility Ops. Typically, the design engineer will tell the owner what size wet well is needed and what configuration that will be in. Those items will be included in the plans and reviewed as part of the submittal process. There is no specification that requires dual pumps unless they would want this as a precaution.*
- Storm Drain
- Drainage requirements
- Retaining wall permitting
- Right-of-Way permits

6. **Planning & Zoning Requirements: City to provide minimum checklists for each submittal**

- Site Plan Review
- Planning & Zoning Review Requirements
- Architectural screening requirements
- Landscape requirements
- Traffic study requirements
  - Ian Mattingly Reviewed
- Addressing requirements
  - *Will be addressed in the PAC-Meeting*

7. **Building & Fire Code Requirements:**

- City amendments
- Occupancy classifications
- Essential Facility requirements
- Risk Category IV requirements
- Structural design considerations
    - *2024 Building Code will be implemented.*
- Fire flow requirements
- Hydrant requirements during construction
- Temporary fire protection
    - *Hydrants for construction, if anything is taken offline during construction it will be required during construction, within 600 feet.*
- Emergency power requirements
    - *Deferred Submittals will be required for Station 72 for Temp Facility.*
    - *Temp Trailer for Station 72 Temp Facility.*
    - *Temp Utility Permitting for Station 72.*
- Generator requirements
    - *Standby generators can be deferred submittals*
- Deferred submittals
- Special inspection requirements
    - *Seismic studies to see if Fire Sprinklers need to be upgraded.*
        - *If needed cut sheets need to be provided to plan sheets*
        - *It affects the sprinkler size*

8. **Stormwater:**
    - SWPPP
    - MS4 requirements
        - *Thomas To Do follow up with Matt Killeen, on requirements*
    - Drainage reports
        - *Phasing needed in the Reports submitted.*
        - *What is the preferred method for drainage reports, Rational Method or SES standard Method. (Thomas To Do follow up question with Randy Perham)*
    - Water quality requirements
        - *On site hydrants*
            - *Are they considered public or private?*
            - *Can the station fill off those hydrants? Chief Durre provided a document during the meeting in the chat I will provide with the meeting minutes.*
            - *(Thomas To Do) Question for Randy Perham, how is the water loss usage to be tracked filling the apparatus at the new Stations? Meters and how is this done so as not to bill the stations just track the use.*

9. **Construction Phase Coordination:**

- At-Risk Grading Permit opportunities

- Utility installation sequencing
- Vertical construction authorization
- Inspection scheduling
- Building inspections
- Public Works inspections
- Special inspections
    - Special Inspection (SI) Forms required
        - Form requires owner signature
        - Engineer of Record Stamp & Signature
        - Multiple specialty inspection firm signatures for inspections
        - Final reports will be required before project closes out.
- Deferred submittal tracking
- Revision management
    - *The City's online Portal is to be used prior the construction, to track all permitting. CORE will use PRO-CORE during construction to track RFI's.*
- Inspection communication protocols
- Pre-construction meetings
- Coordination between City inspectors and project team

10. **Project Closeout Requirements:**

- Certificate of Occupancy process
- Temporary Certificate of Occupancy requirements
- Final utility acceptance
- Extension Agreement completion
    - *Extension Agreements must be completed before final acceptance.*
- Special Inspection Final Reports
    - *Wall Penetration (If required)*
    - *Hilti provides a service for wall penetration inspections.*
    - *Perlman to look into the requirements needed for the project.*
- Deferred submittal completion
    - *Deferred submittals need to be completed for close out of project*
- Record drawings (As-Builts)
    - *Civil As-Builts get submitted to Public Works for review and approval.*
    - *Architectural As-Builts are submitted to the B-Permit for review and approval.*
- Warranty documentation
- Final inspections
- Project acceptance

11. **Open Discussion:**
-

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	City Clerk
ITEM #:	11.E
SUBJECT:	Discussion & Possible Direction Regarding Level of Mayor & Council Involvement in Meetings and Decision-Making as It Relates to Expenditures of Prop478 Funds.

ITEM SUMMARY

This item is a request from Mayor Rusing to discuss additional Council involvement in meetings and decision making as it relates to expenditures of Prop478 funds.

BACKGROUND

None.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

This item is for discussion and direction only. No formal action will be taken.

ATTACHMENTS

None

TO:	MAYOR AND CITY COUNCIL
AGENDA:	August 11 Voting Meeting
DATE:	August 11, 2026
DEPT:	City Clerk
ITEM #:	11.F
SUBJECT:	Adoption of Resolution No. 2026-1998 Dissolving the Charter Review Committee.

ITEM SUMMARY

This item was requested by Mayor Rusing for the dissolution of the Charter Review Committee.

BACKGROUND

The Mayor's Charter Review Commission was originally established under former Mayor Phil Goode in 2022 to review the City Charter and make recommendations for amendments to the Council. During the 2023 Election Cycle the group recommended thirteen (13) Charter Amendments which the Council approved and placed on the ballot for voter consideration, of the thirteen (13) proposed amendments twelve (12) were passed by voters. Following their review of the Charter in 2022 and 2023 Mayor Goode dissolved the group in 2024 to focus on other matters. In December 2025, Mayor Cathey Rusing reestablished the Commission to review additional potential revisions.

In February 2026, Councilman Gambogi and Councilman Ruby requested that the Committee be established as a Standing Committee in accordance with Resolution No. 2026-1975. Pursuant to Section 1-11 of the Prescott City Code, the City Council may make changes to the committee, term, membership, duties or any other matter pertaining to same. This request was approved at the February 10, 2026 Voting Meeting by a 4-2 vote adoption of Resolution No. 2026-1975.

Since February, the Committee convened several times and forwarded nine (9) proposed Charter Amendments to the Council for consideration. Of these proposals, the Council approved seven (7) to be placed on the November 3, 2026 Special Election ballot. At this time, Mayor Rusing would like to dissolve the Standing Committee.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2026-1998

ATTACHMENTS

1. Resolution No. 2026-1975_Charter Review Committee
2. Resolution No. 2026-1998_Dissolving CRC

Docusign Envelope ID: 855CB272-90C7-4D6C-923F-3584325F3ABE

RESOLUTION NO. 2026-1975

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ESTABLISHING A FIVE (5) MEMBER CHARTER REVIEW COMMITTEE AS A STANDING COMMITTEE OF THE CITY OF PRESCOTT

RECITALS:

WHEREAS, Chapter 1-13 of the Prescott City Code authorizes the Mayor and Council to form Standing Committees of the City by resolution to act in an advisory role to the Mayor and Council; and,

WHEREAS, Chapter 1-11 of the Prescott City Code authorizes the Mayor, during his or her term, to create ad hoc committees for specific limited purposes; and,

WHEREAS, a Charter Review Committee has met and served the City intermittently in the form of a Mayoral ad hoc committee since 2022; and,

WHEREAS, Chapter 1-11 authorizes the City Council to make any changes to Mayoral ad hoc committees, including changes to the term, membership, and duties of an ad hoc committee; and,

WHEREAS, Mayoral ad hoc committees may only exist for the term of the mayor creating the committee; and

WHERAS, in order to ensure the long-term existence and viability of the Charter Review Committee, the Mayor and Council wish to convert the Mayoral ad hoc Charter Review Committee to a standing committee to review the City Charter and provide recommendations to Council regarding possible updates and/or changes to the City Charter to ultimately be voted upon by the citizens of the City; and,

WHEREAS, the Charter Review Committee will work with staff to make recommendations to, and assist the entire City Council, in evaluating the City's Charter and any amendments needed thereto; and,

WHEREAS, the establishment of a Charter Review Committee is in the best interest of the city and promotes the welfare of the City of Prescott and its citizens.

ENACTMENTS:

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

SECTION 1. THAT there is hereby formed an official Charter Review Committee consisting of five (5) members, and said Committee shall function as a standing committee pursuant to Prescott

Docusign Envelope ID: 855CB272-90C7-4D6C-923F-3584325F3ABE

City Code Chapter 1-13 and shall replace the Mayoral ad hoc committee known as the Mayor's Charter Review Commission.

SECTION 2. THAT the role of the Charter Review Committee is to analyze, advise, and recommend amendments to the City Charter to the City Council.

SECTION 3. THAT the Committee shall initially be made up by the members of the Mayoral ad hoc committee as constituted at their last meeting, held January 28, 2026, to serve two-year terms. Terms shall commence on April 1 and expire on the last day of March.

SECTION 4. THAT the Charter Review Committee shall meet at least once per month, but may choose to meet more frequently subject to the discretion of the Committee, and shall follow all Open Meeting Laws.

SECTION 5. THAT a quorum of three (3) Charter Review Committee members are required to conduct the business of the Committee.

SECTION 6. THAT the officers of the Committee shall include a chair and vice-chair, each of whom shall serve for one (1) year and until his or her successor is elected and qualified. The Committee will elect officers annually at a regularly scheduled meeting. A majority of the quorum present is sufficient to elect the officers. Upon vacancy in the position of the chair, the vice-chair shall succeed as chair and complete the remainder of the term. Vacancies for any other position, created by any cause shall be filled for the unexpired term by a new election.

SECTION 7. THAT the duties of the chair include (1) ensuring that the powers of the Committee are properly executed and that no duty of the Committee is breached; (2) assisting in the development of the agenda in coordination with other members and the staff liaison; (3) presiding over all meetings; (4) calling roll at meetings and advising on member absences; and (5) ensuring that all comments and agenda items are heard, recorded, and acted upon in accordance with Arizona Open Meetings Law.

SECTION 8. THAT the duties of the vice-chair include performing all the functions of the chair in the chair's absence.

SECTION 9. THAT the City Manager shall appoint City staff to support the mission and function of the Committee.

SECTION 10. THAT the Committee may establish its own rules of procedure that are not inconsistent with this Resolution or applicable laws.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 10th day of February, 2026.

Docusign Envelope ID: 855CB272-90C7-4D6C-923F-3584325F3ABE

Cathey Rusing

CATHEY RUSING, Mayor

ATTEST:

Sarah M. Thornhill

SARAH M. THORNHILL
City Clerk

APPROVED AS TO FORM:

Joseph D. Young

JOSEPH D. YOUNG
City Attorney

Docusign Envelope ID: 855CB272-90C7-4D6C-923F-3584325F3ABE

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. 2026-1975 is a true, correct and accurate copy of Resolution No. 2026-1975 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the 10th day of February, 2026 at which a quorum was present and by a 4-2 vote, four voted in favor of said Resolution.

Given under my hand and sealed this 18th day of February, 2026.

Seal

Sarah M. Thornhill
City Clerk

RESOLUTION NO. 2026-1998

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DISSOLVING THE CHARTER REVIEW COMMITTEE

RECITALS:

WHEREAS, the Prescott City Council adopted Resolution No. 2026-1975 creating the Charter Review Committee ("Committee") as a Standing Committee of the City of Prescott authorized by Prescott City Code, Chapter 1-13; and

WHEREAS, whereas the Committee has successfully forwarded seven (7) Charter Amendments to a Special Election ballot with the approval of the Council and has now completed it's goals.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby officially dissolves the Charter Review Committee as a Standing Committee of the City of Prescott.

SECTION 2. THAT any and all prior Resolutions creating the Committee are hereby rescinded and shall have no legal force and effect.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 11th day of August, 2026.

_____
CATHEY RUSING, Mayor

ATTEST:

_____
SARAH M. THORNHILL
City Clerk

APPROVED AS TO FORM:

_____
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. 2026-1998 is a true, correct and accurate copy of Resolution No. 2026-1998 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