TOWN OF PRESCOTT VALLEY MEETING NOTICE



Kell Palguta, Mayor
Matt Zurcher, Vice Mayor
Kendall Schumacher, Councilmember
Michael Greer, Councilmember
Kenneth Freund, Councilmember
Janell Kiehl, Councilmember
Jason Thornton, Councilmember

REGULAR TOWN COUNCIL MEETING AGENDA
NOVEMBER 12, 2026

Council Chambers/Library Auditorium, 7401 E Skoog Blvd. Prescott Valley, AZ.
Doors open at 5pm for the 5:30pm meeting.

MEETING INFORMATION: Pursuant to A.R.S. §38-431.02; Town Code §2-04-010, notice is hereby given to the general public that the Prescott Valley Town Council will hold a meeting open to the public on November 12, 2026 at 5:30pm located in the Council Chambers/Library Building, 7401 E Skoog Blvd. Prescott Valley, Arizona. Action may be taken by the Council on any item listed on this Agenda. Copies of the Agenda and supplementary materials are available on the Town's website at www.prescottvalley-az.gov or the Office of the Town Clerk, 7501 E Skoog Blvd.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION: Pursuant to A.R.S. §§38-431.02(I) and 38-431.03(A)(3); Town Code §2-04-030, notice is hereby given to the members of the Town Council and the general public that at this Regular meeting, the Town Council may vote at any time during the Council meeting to go into Executive Session, which will not be open to the public, for legal advice and

discussion with the Town Attorney on any item listed on the attached agenda.

VIEWING AND PARTICIPATION: This meeting may be viewed on Channel 56, Facebook Live, YouTube, or on the Town's website. It is strongly encouraged that anyone wishing to address the Council register their name with the Town Clerk and follow the instructions given by the Clerk before the meeting. When recognized, use the podium/microphone, and state your name. Comments are limited to three (3) minutes unless additional time is granted by the Mayor [A.R.S. §§9-462.04(A) & 38-431.01(A)&(H); Town Code §2-02-040(B)].

MEETING PROTOCOL: The Mayor or other presiding officer at the meeting may change the order of Agenda items and/or take items on the Agenda in an order they determine is appropriate [A.R.S. §38-431.02(H); Town Code §§2-02-040(B) & 2-04-060].

EMAIL: By 5pm the day before the Town Council meeting, email comments to clerk@prescottvalley-az.gov. All emails received by this deadline will be distributed to the members of the Town Council for their review and consideration but will not be read aloud at the meeting. In the email, please identify your name and your comment pertaining to the agenda item [A.R.S. §38-431.01(C)(4)].

Forms to request accommodations pursuant to Section 504/ADA guidelines are available from the Office of the Town Clerk at the location listed above, or by calling (928)759-3028. Such requests must be submitted twenty-four (24) hours prior to the meeting.

Vision 2024 PRESCOTT VALLEY AZ | Deliver Exceptional Service to Enhance our Quality of Life

High Performing Team



Employee Engagement

Professional Development

Communications

Water and Land Stewardship



Water Recharge

Stormwater Management

Reducing Overdraft

Land Conservation

Quality of Life



Capital Improvement

Pathway and Trail Connectivity

Citizen Satisfaction

Attainable Housing

Public Safety

Prosperous Community



Industry Diversification

Business Attraction and Expansion

Financial Sustainability

Service Excellence | Integrity | Respect | Teamwork | Fun

REGULAR TOWN COUNCIL MEETING
AGENDA
11/12/2026

1. **CALL TO ORDER AND ROLL CALL**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF THE AGENDA**

4. **PROCLAMATIONS**

4.a. Homelessness Awareness Month [Agape House]

Vision 2024 Focus Area(s): 

5. **SCHEDULED ANNOUNCEMENTS AND PRESENTATIONS**

5.a. Student of the Month [Bradshaw Mountain High School]

5.b. Chamber of Commerce Spotlight [Steve Bracety, President/CEO]

5.c. Triadvocates Legislative Update (2026) [Julie Rees, Principal & Roxanna Pitones, Public Affairs Advisor]

Vision 2024 Focus Area(s): 

6. **CALL TO THE PUBLIC At this time members of the public may comment on matters listed on the agenda or solely on matters within the jurisdiction of the Town. Any persons wishing to address the Council must register their name with the Town Clerk prior to the commencement of the meeting. At the conclusion of Call to the Public, the Council may respond to criticism, ask staff to review a matter commented upon, or ask that a matter be put on a future agenda. Such remarks shall be limited to three (3) minutes unless additional time is granted by the Mayor.**

7. **COUNCIL COMMUNICATIONS: SUMMARY OF CURRENT EVENTS**

8. **MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**

9. **CONSENT AGENDA All matters listed under Consent Agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately (FOR CONSIDERATION & POSSIBLE ACTION)**

9.a. Regular Town Council Meeting Minutes of October 8, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

Vision 2024 Focus Area(s):

9.b. Special Town Council Meeting Minutes of October 22, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

Vision 2024 Focus Area(s):

9.c. Regular Town Council Meeting Minutes of October 22, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

Vision 2024 Focus Area(s):

9.d. Affordable Housing Initiative, Development Impact Fee Assistance Program - Consideration & Possible Action (Approve) [Traci Lira, Neighborhood Services Director]

Vision 2024 Focus Area(s):

9.e. Amendment 1 to Service Agreement (Yavapai Family Advocacy Center) - Consideration & Possible Action (Approve) [Robert L. Ticer, Chief of Police]

Vision 2024 Focus Area(s):

10. **OLD BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)**

10.a. Proposed Repeal Ordinance No. 2023-930 Water Requirements Non-Subdivision Residential Developments - Consideration & Possible Action (2nd Reading) [Ivan Legler, Town Attorney]

Vision 2024 Focus Area(s):

11. **NEW BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)**

11.a. Class A Bingo License, Victorian Estates Homeowners Association - Consideration & Possible Action (Public Hearing, Approval) [Fatima Fernandez, Town Clerk]

Vision 2024 Focus Area(s):

11.b. Resolution No. 2026-2466 Amendments to Town Policy 5-02 "Public Records Access" - Consideration & Possible Action (Authorize Signature) [Fatima Fernandez, Town Clerk]

Vision 2024 Focus Area(s): 

11.c. Approval of Draft Report and Adoption of Resolution to Establish New Development Impact Fees - Consideration & Possible Action (Approve & Authorize Signature) [Ryan Judy, Deputy Town Manager]

Vision 2024 Focus Area(s): 

11.d. Adoption of Legislative Guiding Principles 2027 with Triadvocates - Consideration & Possible Action (Adopt) [Skyler Barton, Assistant to the Town Manager]

Vision 2024 Focus Area(s): 

11.e. Proposed Outline Town Center Specific Plan, $11.2 Million Future Infrastructure Investment Commitment - Consideration & Possible Action (Approve) [Stacey Bristow, Development Services Director]

Vision 2024 Focus Area(s): 

11.f. Professional Services Agreement Greenlight Traffic Engineering for Master Traffic Impact Analysis (Town Center Specific Plan) - Consideration & Possible Action (Approve) [Parker Murphy, Public Works Traffic Engineer]

Vision 2024 Focus Area(s): 

11.g. Telecommunications Lease Town & Allynx, AT&T Wireless Services Pronghorn Park Light Pole - Consideration & Possible Action (Authorize Signature) [Bobby Kieren, Parks and Recreation Director]

Vision 2024 Focus Area(s): 

11.h. Telecommunications Lease Town & Allynx, New Cingular Wireless (AT&T) Public Works Yard - Consideration & Possible Action (Authorize Signature) [Ryan Judy, Deputy Town Manager]

Vision 2024 Focus Area(s): 

11.i. Replacement Fund Budget Adjustment and Funds Transfer — Consideration & Possible Action (Approve) [Mike Townsend, Interim Finance Director]

Vision 2024 Focus Area(s): 

12. **ADJOURNMENT**

ITEM NO. 4a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM:

DEPARTMENT: Town Manager's Office

AGENDA TYPE: Proclamations

SUBJECT: Homelessness Awareness Month [Agape House]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

Prosperous Community - Creating an environment where our residents can thrive for a lifetime via job opportunities through a diversified and growing economy.

SUMMARY/BACKGROUND:
Homelessness Awareness Month: November 2026

RECOMMENDED MOTION:

N/A

STAFF RECOMMENDATION:
N/A

FISCAL ANALYSIS:
N/A

Attachments

Homelessness Awareness Month Proclamation

Homelessness Awareness Month
November 2026

Official Proclamation

WHEREAS, *Prescott Valley joins the nation in recognizing November as Homelessness Awareness Month.*

WHEREAS, *more than 275 students in the Prescott & Humboldt Unified School Districts were identified as experiencing homelessness last year, demonstrating the significant need for support within our community; and*

WHEREAS, *collaboratively many nonprofits work together to provide services to the unhoused and/or marginalized*

- *PASS, Prescott Area Shelter Services provides emergency shelter, warm for the winter, case management, and transitional housing for women, children, and families in need.*
- *CCJ, Coalition of Compassion & Justice provides emergency shelter for unhoused individuals, thrift store, warm for the winter, and housing options.*
- *Stepping Stones provides solutions and safety for those fleeing domestic violence.*
- *Salvation Army provides meals, church services, tangible goods, case management, and the Pathway to HOPE as well as "Warm For the Winter."*
- *Catholic Charities provides social services for vulnerable populations.*
- *United Way raises awareness and funds collectively to support local nonprofits.*
- *Bryan Campbell & Justin Price, U.S. Vets, serving our veterans through housing, social services, and much more.*
- *Agape House of Prescott serves families overcoming homelessness, crisis, and trauma.*

NOW THEREFORE BE IT RESOLVED *that I, Kell Palguta, Mayor of the Town of Prescott Valley, hereby proclaim November 2026 as*

HOMELESSNESS AWARENESS MONTH

and encourage the residents of Prescott Valley to support these like-minded nonprofits serving our community. Your charitable tax credit is saving and changing lives. You are part of the solution: PRAY. GIVE. SERVE.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of The Town of Prescott Valley Arizona to be affixed this 12th day of November 2026.*

TOWN OF PRESCOTT VALLEY 1970 ARIZONA

ima Fernandez, Town Clerk

Mayor:

Kell Palguta, Mayor

Town of Prescott Valley

ITEM NO. 5c

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM:

DEPARTMENT: Town Manager's Office

AGENDA TYPE: Announcements & Presentations

SUBJECT: Triadvocates Legislative Update (2026) [Julie Rees, Principal & Roxanna Pitones, Public Affairs Advisor]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

Water and Land Stewardship - Responsible planning for sustainable water management and land conservation.

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

Prosperous Community - Creating an environment where our residents can thrive for a lifetime via job opportunities through a diversified and growing economy.

SUMMARY/BACKGROUND:
The Town's legislative lobbyists, Triadvocates, will provide an overview of the enactments of the second regular session of the 57th Arizona Legislature that adjourned sine die on June 13, 2026.

RECOMMENDED MOTION:
N/A - Discussion Only

STAFF RECOMMENDATION:
N/A - Discussion Only

FISCAL ANALYSIS:
N/A

Attachments

PV Legislative Update - Added 11/10/2026







Legislative Outlook

2027

TRIADVOCATES LLC
NAVIGATING GOVERNMENT

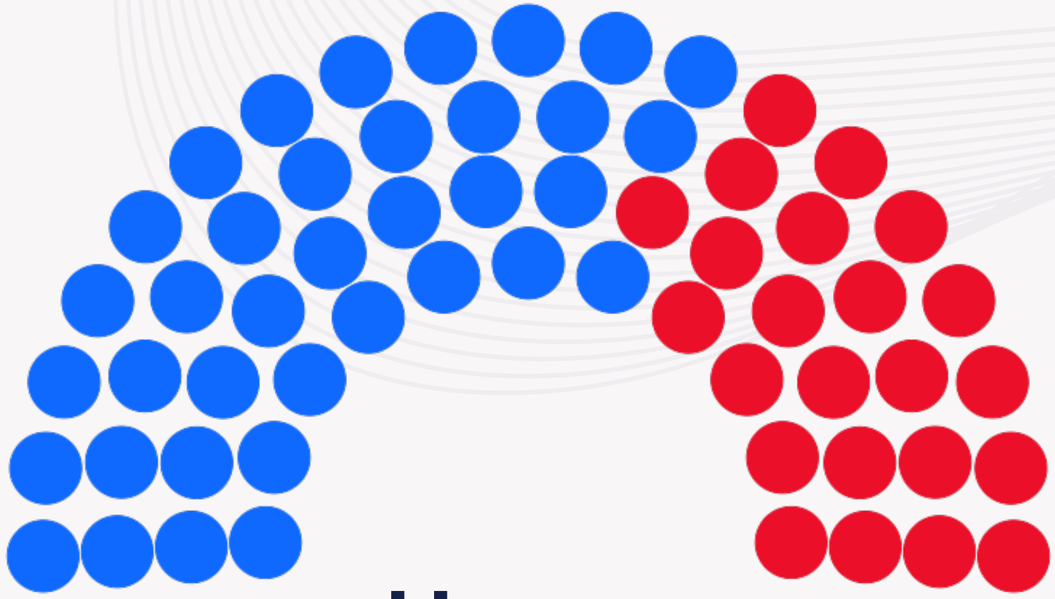
2026 Session

Highlights:

- 153 days in session
- Record number of measures introduced
- 264 bills signed into law
- 151 Vetoes
- Election year
- Limited budget capacity
- Attacks on local control/revenue



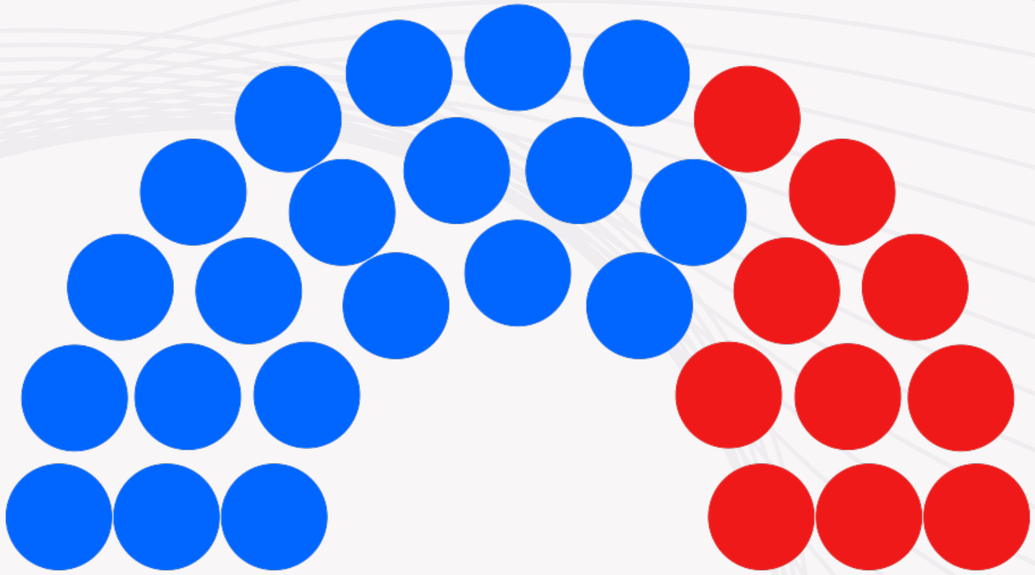
2027 Legislature



House

37 D - 23 R

as of Nov 6



Senate

20 D - 10 R

as of Nov 6

What's Next?

- Legislative Democrats poised to control both chambers
- Leadership elections
- Committee chairmanships & membership
- Opening Day: **January 11, 2027**
- Executive budget proposal released Jan 15
- Committee meetings January - March
- Budget work April - ?



House Leadership

Majority



Speaker
Oscar de los Santos (D)
LD 11 (Phoenix)



Majority Leader
Nancy Gutierrez (D)
LD 18 (Tucson)



Majority Whip
Brian Garcia (D)
LD 8 (Phoenix, Tempe)



Majority Whip
Kevin Volk (D)
LD 17 (Marana, Tucson)



Speaker Pro Tempore
Quanta Crews (D)
LD 26 (Glendale, Phoenix)

Minority



Minority Leader
Steve Montenegro (R)
LD 29 (Litchfield Park)



Assistant Minority Leader
Michael Carbone (R)
LD 25 (Buckeye, Goodyear)



Minority Whip
Lupe Diaz (R)
LD 19 (Benson, Sierra Vista)

Senate Leadership

Majority



President
Priya Sundareshan (D)
LD 18 (Tucson)



Majority Leader
Christine Marsh (D)
LD 5 (Phoenix)



Majority Whip
Analise Ortiz (D)
LD 24 (Glendale)



President Pro Tempore
Alma Hernandez (D)
LD 20 (Tucson)



President Pro Tempore
Edgar Soto (D)
LD 17 (Marana, Tucson)



Majority Chair
Rosanna Gabaldon (D)
LD 21 (Sahuarita)



Majority Chair
Aaron Lieberman (D)
LD 4 (Phoenix, PV)

Minority



Minority Leader
John Kavanagh (R)
LD 3 (Fountain Hills)



Assistant Minority Leader
Tim Dunn (R)
LD 25 (Yuma, Buckeye)



Minority Whip
Leo Biasiucci (R)
LD 30 (Bullhead City, Kingman)



Deputy Asst Minority Leader
of Communications
Mark Finchem (R)
LD 1 (Prescott Valley)





2027 Preview

- Water
- Affordability
  - Housing
  - Childcare
  - Healthcare
- AI / Data Centers
- Energy
- Education (ESAs, Workforce)
- Agency continuations
- 911 funding stability
- Limited budget capacity

Prescott Valley

Priorities

- **Water**
  - Addressing loophole re: assured water supply regulations
- **Protecting local revenue sources**
- **Preserving local control**
- **Working with LD 1 delegation**

PRESCOTT VALLEY

Thank you!

Julie Rees, Principal
julie@triadvocates.com

Roxanna Pitones, Public Affairs Advisor
roxanna@triadvocates.com



ITEM NO. 9a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: Consent Agenda

SUBJECT: Regular Town Council Meeting Minutes of October 8, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

SUMMARY/BACKGROUND:
Regular Town Council Meeting Minutes of October 8, 2026

RECOMMENDED MOTION:
Motion to approve the Regular Town Council Meeting Minutes of October 8, 2026.
VOTE.

STAFF RECOMMENDATION:
Staff recommends approval of the Regular Town Council Meeting Minutes of October 8, 2026.

FISCAL ANALYSIS:
N/A

Attachments

Regular Town Council Meeting Minutes of October 8, 2026

TOWN COUNCIL
REGULAR MEETING
Council Chambers/Library Auditorium
7401 E. Skoog Blvd., Prescott Valley, Arizona 86314, at 5:30pm

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MEETING MINUTES
October 8, 2026

Present: Kell Palguta, Mayor
Matt Zurcher, Vice Mayor
Kendall Schumacher, Councilmember
Michael Greer, Councilmember
Kenneth Freund, Councilmember
Janell Kiehl, Councilmember
Jason Thornton, Councilmember

1. CALL TO ORDER AND ROLL CALL

Mayor Palguta called the meeting to order at 5:30pm.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Elder Steve Adams with Firm Foundation Bible Church followed by the recitation of the pledge of allegiance.

3. APPROVAL OF THE AGENDA

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to approve the agenda as presented (by electronic vote).

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

4. PROCLAMATIONS

a. Domestic Violence Awareness Month [Stepping Stones Agencies, Yavapai Family Advocacy Center, Yavapai Community Health Services]

The Town of Prescott Valley proclaimed the month of October as Domestic Violence Awareness Month and urged all citizens to work together, with one goal in mind, to eliminate domestic violence from our community.

Missy Sikora, Yavapai Family Advocacy Center Executive Director, recognized James Tobin with Yavapai Community Health Services and Alexis Miller with Stepping Stones Agencies. She then thanked the Town for recognizing Domestic Violence Awareness Month and for its continued support of local advocacy efforts.

5. SCHEDULED ANNOUNCEMENTS AND PRESENTATIONS

a. Chamber of Commerce Spotlight [Steve Bracety, President/CEO]

Steve Bracety highlighted the successful Puente de la Comunidad event, educational programs, and networking opportunities. He announced Restaurant Week, a quarterly breakfast titled November Ballot Briefing, and a Veterans Luncheon featuring Major General Jeannie Leavitt as guest speaker.

Councilmember Freund suggested expanding Restaurant Week to include other local service businesses, a recommendation Bracety acknowledged as worth considering.

6. CALL TO THE PUBLIC

Public Comment #1: Resident Kelly Kolp, a resident of Pronghorn Ranch, requested a thirty-day postponement of the proposed cell tower lease decision, citing concerns regarding the completeness and compliance of the application. She requested additional documentation, including coverage maps and information on existing towers and alternative locations, to allow residents' legal counsel to review the proposal. She also raised concerns regarding potential impacts on nearby homeowners and property values.

Public Comment #2: Resident Andrew Kolp, a resident of Pronghorn Ranch, also requested a thirty-day postponement of the proposed cell tower lease to allow residents' legal counsel to review the matter. He expressed concerns regarding potential impacts on nearby property values and suggested considering existing tower locations as alternatives. He also proposed reviewing zoning setback requirements to establish a minimum 1,500-foot setback for new wireless facilities from residential areas.

Public Comment #3: Eric Fowler, Chair of the Maricopa County Libertarian Party, raised concerns regarding the use of automated license plate reader (ALPR) technology, citing a federal court case and examples of vehicle tracking through camera networks. He expressed concerns regarding privacy, data retention, and audit-log transparency and requested that the Town investigate searches involving a Councilmember's wife's license plate to determine their origin.

Public Comment #4: Patricia Betzhold criticized the Town's taxpayer-funded informational

videos regarding Propositions 492 and 404, alleging that they omitted key information from Town ordinances and presented misleading or incomplete information. She raised concerns regarding potential development costs, floodplain impacts, infrastructure demands, and future mining expansion. She encouraged voters to review the ordinances.

Public Comment #5: Laura Covell voiced concerns regarding the Police Department's use of automated license plate reader (ALPR) technology, citing cases of misuse and requesting an independent audit of searches, with the findings made public. She also urged the Town to consider discontinuing the ALPR and related surveillance program, disclose associated termination and removal costs, and schedule a public meeting with a recorded Council vote on the matter.

Public Comment #6: Resident Greg Gillum shared his concerns regarding Flock automated license plate reader (ALPR) technology, referenced a recent federal court ruling in Oklahoma concerning Fourth Amendment protections, and characterized the system as a form of indiscriminate mass surveillance. He questioned the scope of information accessible through the system, referenced reporting by 404 Media, and requested that the Town remove the ALPR system and cancel its Flock contract.

Public Comment #7: Resident Marco Tovar questioned the necessity and potential implications of Flock automated license plate reader (ALPR) technology. He raised issues regarding potential surveillance abuses, cybersecurity vulnerabilities, unauthorized access to shared data, and the possibility of foreign actors exploiting such systems. He noted that residents had voiced opposition through public comments, petitions, and a third-party poll, and requested removal of the technology. He also addressed cell tower placement, advocating for a more suitable location.

Public Comment #8: Resident Dave Larner addressed an alleged incident during the September 24, 2026, Town Council meeting involving obscene gestures by an audience member toward him and another speaker. He criticized the behavior as inappropriate and disputed the accuracy of a subsequent Nextdoor post by Larry Neigel regarding the incident.

Public Comment #9: Resident Emily Christman requested postponement of the proposed cell tower lease at Pronghorn Park to allow additional time for residents and legal counsel to review the application. She raised concerns regarding the tower's proximity to homes and athletic fields, potential impacts on property values and neighborhood character, and whether existing tower locations had been fully explored as alternatives. She also encouraged the Town to consider stronger code protections for parks, schools, athletic fields, and residential neighborhoods.

7. COUNCIL COMMUNICATIONS: SUMMARY OF CURRENT EVENTS

Councilmember Kiehl announced an upcoming Prescott Valley Police Foundation pickleball tournament this upcoming Saturday at Analopee Park and noted that volunteers from the Lions Club would be at Sally B's, Tractor Supply, and Ace Hardware for International White Cane Day. Additionally, she praised the previous evening's domestic violence awareness event.

Councilmember Freund reminded residents of the upcoming election and reported that, according to a conversation with Yavapai County Recorder Michelle Burchill, nearly 1,000 ballots had arrived through the postal system after the deadline and could not be counted. He encouraged voters to use ballot drop boxes rather than rely on postal delivery.

Mayor Palguta congratulated Communications team member Latoya on her upcoming wedding.

Councilmember Greer announced the opening of Aldi's on October 15, 2026.

8. MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

No report.

9. CONSENT AGENDA

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to approve all matters listed on the consent agenda by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

a. Regular Town Council Meeting Minutes of September 10, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

b. Regular Town Council Meeting Minutes of September 24, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

c. Recommendation to Arizona Department of Liquor License & Control Acquisition of Control Application Walgreens #06666 - Consideration & Possible Action (Approval) [Marissa Greenwood, Deputy Town Clerk]

d. Recommendation to Arizona Department of Liquor License & Control, Acquisition of Control/Agent Change Application for W&Z Asian Bistro - Consideration & Possible Action (Approval) [Marissa Greenwood, Deputy Town Clerk]

e. Designating Town Clerk Records Officer to State Library - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

10. OLD BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

a. Proposed Town Code Provisions Regulating E-Bikes - Consideration & Possible Action (2nd Reading) [Traci Lira, Neighborhood Services Director]

Councilmember Kiehl shared feedback from a community town hall regarding a suggestion to require high-visibility gear as part of e-bike safety measures.

Bobby Kieren, Parks and Recreation Director, advised that the current e-bike ordinance does not require high-visibility gear but recommended its use for safety. However, the requirement could be considered for inclusion at a later date.

Fatima Fernandez, Town Clerk, read Ordinance No. 2026-985 by title only for the second reading. Mayor Palguta asked, “Shall this Ordinance Pass?”

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

b. Amendments to Town Code Chapter 12, Floodplain Management - Consideration & Possible Action (2nd Reading, Public Hearing) [John Litteer, PE, Town Engineer]

Mayor Palguta opened the public hearing.

There were no comments from the public.

Mayor Palguta closed the public hearing.

Fatima Fernandez, Town Clerk, read Ordinance No. 2026-984 by title only for the second reading. Mayor Palguta asked, “Shall this Ordinance Pass?”

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

11. NEW BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

a. Development Impact Fee (DIF) Report - Public Hearing Only [Ryan Judy, Deputy Town Manager]

Ryan Judy, Deputy Town Manager, presented the proposed development impact fee updates, explaining that the fees are one-time charges on new residential and nonresidential construction to help fund growth-related infrastructure to serve that new growth. Deputy Town Manager Judy advised that, following legal consultation, the proposed implementation date for fee increases would be delayed two years to January 26, 2029, and noted that the resolution would be updated accordingly. Maximum allowable fees and potential increases were then reviewed, including the expiration of the grandfathered library fee once associated financial obligations are satisfied.

Vice Mayor Zurcher corrected the Council meeting date shown in the presentation to November 12, 2026, and Deputy Town Manager Judy confirmed the correction would be made.

Councilmember Freund recommended setting impact fees near the maximum allowable amounts, citing infrastructure costs, park maintenance, and anticipated wastewater treatment plant upgrades.

Mayor Palguta opened the public hearing.

Public Comment #1: Patricia Betzhold questioned whether developers would pay a sufficient share of growth-related infrastructure costs, citing projected street improvement costs and other public service needs. She stated that existing residents would bear a portion of these expenses and encouraged opposition to Proposition 492.

Mayor Palguta closed the public hearing.

Councilmember Kiehl requested clarification regarding the proposed impact fee implementation date, asking why the anticipated January 2027 date had been moved to January 2029.

Deputy Town Manager Judy clarified that the impact fees had an original effective date of January 26, 2027, following the statutory seventy-five day period. However, based on recent statutory changes and advice from outside legal counsel, implementation would be delayed an additional two years, to January 26, 2029.

Town Attorney Ivan Legler explained that legislation signed by the Governor in June included last-minute amendments that created ambiguity regarding which types of developments would be subject to the two-year delay in impact fee implementation. Based on recommendations from those involved in negotiating the legislation, it was recommended to apply the delay to all applicable developments.

b. Notice of Intent, Increase Water & Wastewater System Capacity Charges per ARS 9-511.01 - Consideration & Possible Action (Approve Notice of Intent) [Ryan Judy, Deputy Town Manager]

Ryan Judy, Deputy Town Manager, explained that water and wastewater capacity fees help fund infrastructure improvements, such as wastewater treatment plant expansions, lift stations, waterline extensions, and new wells. The Town is updating these fees to meet a legislative deadline and has previously engaged Willdan Financial Services to review water and sewer rates, capacity fees, the water resource fee, and the stormwater fee. The proposed adoption of the notice of intent would not affect monthly water and sewer rates.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to approve a Notice of Intent to increase Water & Wastewater System Capacity Charges in accordance with ARS 9-511.01, and set a date of December 10, 2026 to consider any such increased Charges after a public hearing by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

c. Construction Services (CMAR) and Architectural Services (Including Construction Administration), Town Aquatics & Recreation Facility (CIP #CF2503) - Consideration & Possible Action (Approve) [Heather Ruder, Public Works Director]

Heather Ruder, Public Works Director, introduced Kitchell, the project management and construction management team selected through the Request for Qualification process to support the Public Works Department through the next phase of the Town's aquatic and indoor recreation center project. Director Ruder indicated that Path A covers pre-construction and architectural services for the indoor aquatic center, while Path B includes the additional recreation facility, contingent on voter approval in the November election. If the measure is not approved, the project would proceed under Path A. Ryan Brady with Kitchell was invited to present an overview of the project's progress and next steps.

Ryan Brady, Regional Operations Manager at Kitchell, provided an overview of the aquatic and indoor recreation center project, highlighting extensive public engagement and a citizen committee's prioritization of amenities, with an indoor pool ranked highest, followed by fitness space and multipurpose rooms. Given the $16 million currently available and an additional $14 million contingent on voter approval of Proposition 493, the project is proceeding with two potential scopes. Brady explained that Grace Design Studios (architectural services) and CORE (pre-construction services) would collaborate throughout design to evaluate costs, constructability, and schedules. It was proposed that the Council provide approval to proceed on both options pending the November 3 election results. Future milestones include periodic cost estimates, value engineering, and presentation of a guaranteed maximum price (GMP) to Council before construction.

Councilmember Kiehl expressed support for moving forward with a year-round indoor pool, noting the strong community interest reflected in survey results and commending the citizen committee for its extensive work.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to approve a Professional Services Agreement with Grace Design Studios, LLC for Architectural Services (including construction administration) for the potential Aquatics & Recreation Facility Project (CIP# CF2503) in the amount of $2,743,902.00 (plus an owner contingency in the amount of $50,000) by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to approve a Construction Manager at Risk (CMAR) Agreement with CORE Construction, Inc. for the potential Aquatics & Recreation Facility Project (CIP# CF2503) in the amount of $349,476.00 by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

d. Proposed Amendment Town Code 11-03-040 Authority Designate Restricted Parking Areas - Consideration & Possible Action (1st Reading) [Parker Murphy, Traffic Engineer]

Parker Murphy, Traffic Engineer, explained this is a proposed amendment to Chapter 11 regarding the designation of parking zones to the Public Works Department, following discussion at the previous week's Study Session meeting.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to read Ordinance No. 2026-986 amending Town Code 11-03-040 assigning designation of restricted parking areas by title only on two separate occasions, then place the same on final passage by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

Town Clerk Fatima Fernandez read Ordinance No. 2026-986 by title only for the first reading.

e. Stormwater Infiltration & Recharge Resolution - Consideration & Possible Action (Authorize Signature) [Skyler Barton, Assistant to the Town Manager/Interim Deputy Utilities Director]

Town Manager Gilbert Davidson explained that this proposed resolution reaffirms the Town's commitment to stormwater capture as a potential water source, consistent with the Town's strategic plan. Town Manager Davidson highlighted ongoing projects and regional collaboration with Yavapai County, neighboring jurisdictions, and state partners, noting that legal considerations regarding downstream water rights must be addressed. The Town is also reviewing a comprehensive stormwater report prepared by Arizona's three state universities to help guide future projects. He clarified that the resolution does not create any specific commitment, financial or otherwise.

Public Comment #1: Resident Dave Larner, StoneRidge Board Member, supported the proposed cell tower, stating that homeowners were eager for improved cellular coverage. He described a reported emergency in which a resident was unable to call for assistance due to a lack of service and emphasized the importance of reliable communication for community safety. He urged Council to approve the proposal.

Public Comment #2: A resident asked whether additional cellular providers were expected to use the proposed tower, citing an experience with no cell service in the area.

Mayor Palguta reiterated the question.

Kennedy clarified that the tower could accommodate AT&T, T-Mobile, or other carriers in addition to Verizon. He added that other providers often pursue co-location opportunities in areas with poor cellular coverage after a tower is established.

Mayor Palguta closed the public hearing.

Councilmember Kiehl commended the detailed presentation at the Planning and Zoning Commission meeting, noting that the information helped her make a decision. The Councilmember also stated that no opposition was apparent, residents supported the proposal, and the applicant had identified the site as the only viable location.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to authorize signature of Resolution No. 2026-2463 supporting local and regional stormwater infiltration and recharge projects by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

f. GPA26-001 StoneRidge Cell Tower, Resolution No. 2026-2462 - Consideration & Possible Action (Authorize Signature) [Chris Norlock, Urban Planner II]

Chris Norlock, Urban Planner II, presented the proposed Minor General Plan Amendment and Zoning Map Change for approximately 0.3 acres identified as parcel 103-61-004C, located east of StoneRidge Drive, north of Lucky Draw, and south of Old Black Canyon Highway near the golf course maintenance building. The requests would change the land use designation from Community Commercial to Low Density and rezone RL-10 PD (Residential; Single Family Limited, Planned Area Development) to accommodate a lot line adjustment for a proposed monopine cell tower location and meet the required 100-foot fall-zone setback. The Planning and Zoning Commission recommended approval of both requests, with additional conditions for the Zoning Map Change. The applicant was invited to provide further information regarding the proposed site and project logistics.

Mayor Palguta inquired whether both agenda items were public hearings, and it was confirmed that each item included a public hearing.

Logan Williams, Pinnacle Consulting, Inc, representing Sun State Towers and Verizon Wireless, presented the proposed one-hundred foot monopine cell tower, to be located adjacent to the StoneRidge Golf Course maintenance facility, enclosed by a CMU wall, and accessed from Old Black Canyon Highway. Verizon would be the anchor tenant, with space for two additional carriers. Williams explained that the site was selected due to limited suitable alternatives in the surrounding area and anticipated future development of nearby properties.

Mayor Palguta noted that StoneRidge residents had expressed concerns about poor or nonexistent cell phone service in their homes and said residents had welcomed the proposed cell tower.

Steve Kennedy, radio frequency engineering consultant, explained that the tower would address capacity constraints and improve cellular coverage, particularly indoor service, in the surrounding area. Kennedy noted that the nearest existing site was approximately 1.2 miles away and was experiencing capacity limitations, contributing to poor service in the proposed tower’s coverage area.

Councilmember Freund asked whether the cell site would have an automatic generator capable of supporting the full electrical load during a power outage.

Kennedy confirmed that it would.

Mayor Palguta opened the public hearing.

Public Comment #1: Resident Dave Larner, StoneRidge Board Member, supported the proposed cell tower, adding that homeowners were eager for improved cellular coverage. He described a reported emergency in which a resident was unable to call for assistance due to a lack of service and emphasized the importance of reliable communication for community safety. He urged Council to approve the proposal.

Motion by Councilmember Kendall Schumacher, seconded by Vice Mayor Matt Zurcher to authorize signature of Resolution No. 2026-2462 adopting GPA26-001 for the development of a cell tower in a portion of APN #103-61-004C by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

g. ZMC26-002 StoneRidge Cell Tower, Ordinance No. 2026-987 - Consideration & Possible Action (Public Hearing, 1st Reading) [Chris Norlock, Urban Planner II]

Mayor Palguta opened the public hearing.

There were no comments from the public.

Mayor Palguta closed the public hearing.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to read Ordinance No.2026-987 adopting ZMC26-002 by title only on two separate occasions, then place the same on final passage by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

Town Clerk Fatima Fernandez read Ordinance No. 2026-987 by title only for the first reading.

h. Telecommunications Lease Town & Allynx, AT&T Wireless Services Pronghorn Park Light Pole - Consideration & Possible Action (Authorize Signature) [Bobby Kieren, Parks and Recreation Director]

Bobby Kieren, Parks and Recreation Director, introduced the proposed lease agreement

with Allynx to allow AT&T to install a cellular array at the top of an existing sports field light pole at Pronghorn Park and invited AT&T representative Bill Koning to further present the proposal.

Bill Koning, Smartlink, representing AT&T, presented the proposed cellular tower at Pronghorn Park. He explained that the project aims to improve AT&T coverage in the Pronghorn Ranch community and nearby residential areas. The antennas would be installed above an existing sports field light pole, with ground equipment located approximately 150 feet south in a 20-by-25-foot compound enclosed by a CMU wall and topped with a safety fence cap. Simulated images and coverage maps showing projected improvements were presented. It was noted that the proposed site would help address gaps in indoor cellular service. Koning reported that thirty-eight residents attended a community meeting, with the majority expressing opposition, primarily due to health concerns. He referenced FCC (Federal Communications Commission) regulations and described the proposed location as the most viable option for providing coverage.

Mayor Palguta referenced a prior comment regarding the use of Viewpoint Park and invited the applicant's representative to respond.

Koning explained that antennas may be installed at Viewpoint Park in the future to improve coverage in the western portion of the Pronghorn community. Cellular sites typically provide coverage within approximately a quarter mile and that increasing capacity demands as Prescott Valley grows will likely require additional sites closer to homes and businesses. He noted that utilizing existing light poles at parks could help improve coverage while minimizing the need for new structures. Although AT&T had not confirmed plans for a site at Viewpoint Park, he indicated that one may be considered in the future, depending on available funding.

Mayor Palguta asked whether AT&T had previously proposed a similar installation in the Pronghorn community approximately two to three years earlier and asked whether the applicant representative had participated in that presentation.

Koning stated that he was not involved in the previous proposal but understood it involved installing a new pole.

Mayor Palguta expressed support for improving cellular service and public safety but noted that residents had requested an additional thirty days to review the information and conduct due diligence. He stated that he would support allowing the additional time and invited other Councilmembers to share their views.

Town Attorney Ivan Legler provided background on the Town's telecommunications planning process, explaining that federal law limits local governments' ability to deny zoning for facilities that meet applicable requirements. In the late 1990s, the Town worked with Prescott and Yavapai County to develop a telecommunications plan encouraging facilities to be located on public property and existing government infrastructure. The Town Code was amended to allow such facilities in public land zones as a matter of right, subject to neighborhood meetings and compliance with federal law requirements. The Town leases its infrastructure to Allynx, which negotiates agreements with telecommunications providers and shares lease revenue with the Town. It was noted that existing telecommunications facilities in Prescott Valley are located on government or school district property. The

proposed StoneRidge facility was the first instance requiring rezoning of private property because suitable public property was not available to provide the desired coverage. This was why the proposal followed a different process from facilities located on public land.

Koning advised that another telecommunications lease near Robert Road was currently in progress and anticipated to come before Council at a future meeting.

Mayor Palguta noted that, although Council could delay its decision for thirty days, a vote on the matter would ultimately be necessary.

Town Attorney Legler offered to speak with the residents' attorney should they wish to discuss the matter further.

Councilmember Freund discussed the importance of Council understanding technical issues and communicating them to the public. He noted that the introduction of 5G generated misinformation and concerns, and stated that there is no scientifically established required distance for living near 5G towers. He explained that smaller towers, such as the one proposed at Pronghorn Park, produce relatively low-power signals that decrease in intensity with distance. He also stated that cell phones may expose users to radio waves more so than a distant tower and expressed support for postponing the decision to allow residents additional time to review the proposal.

Councilmember Kiehl supported postponing the matter and suggested discussing alternative options, including a monopine, water tower, or other nearby undeveloped locations that could accommodate a cell tower as part of future development, minimizing impacts on existing residents.

Vice Mayor Zurcher indicated that the proposed tower would improve coverage in Pronghorn but appeared to provide greater coverage to the east.

Koning replied that there are fewer trees and buildings obstructing the signal and noted that additional equipment may be needed to improve coverage to the west.

Vice Mayor Zurcher supported postponing the decision until at least the next Council meeting.

Mayor Palguta asked whether the item could be placed on the agenda for the Council meeting in November, allowing residents the additional time, as the next meeting in two weeks would not provide sufficient time.

Town Manager Gilbert Davidson confirmed that this item can be brought back at the November Council meeting.

Koning has no objection to postponing the matter, adding that the tower would include FirstNet, a dedicated communications network for first responders designed to support emergency communications during disasters or other major emergencies when cellular networks may become congested.

Mayor Palguta emphasized that public safety is a priority for Council and expressed appreciation for the inclusion of FirstNet to support emergency communications,

referencing a resident's account of being unable to call 911 during an emergency.

Vice Mayor Zurcher encouraged the applicant's representative to hold an additional community meeting in Pronghorn to provide an opportunity for further discussion with residents.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to postpone this agenda item to a future meeting, specifically the November 12, 2026 meeting (by electronic vote).

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

12. ADJOURNMENT

Mayor Palguta adjourned the meeting at 7:15pm.

ATTEST: APPROVED:

_____ _____

Fatima Fernandez, Town Clerk Kell Palguta, Mayor

STATE OF ARIZONA)
COUNTY OF YAVAPAI)
ss:
TOWN OF PRESCOTT VALLEY)

CERTIFICATE OF COUNCIL MINUTES

I, Marissa Greenwood, Deputy Town Clerk of the Town of Prescott Valley, Arizona, hereby certify that the foregoing minutes are a true and correct copy of the Minutes of the Regular Meeting of the Town Council of the Town of Prescott Valley, held on October 8, 2026.

I further certify that the meeting was duly called and held and that a quorum was present.

Dated this November 12, 2026

_____

Marissa Greenwood, Deputy Town Clerk

Marissa Greenwood

From: Fatima Fernandez
Sent: Thursday, October 8, 2026 1:59 PM
To: Walt Hutton
Cc: Gilbert Davidson; Marissa Greenwood
Subject: Re: Request to Include Written Public Comments in Official Record, October 8, 2026 Town Council Meeting
Attachments: Walt_Hutton_Call_to_Public_2026-10-08-2.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

(Town Council bcc'd)

Mr. Hutton,
Thank you for contacting the Town Clerk's Office.
Please accept this email as confirmation that your mail has been received and will be included in the meeting record.

Thank you.

Fatima Fernandez, MMC
Town Clerk | Town Clerk Department
Town of Prescott Valley

ffernandez@prescottvalley-az.gov
928-759-3028 | 928-759-3135

prescottvalley-az.gov

To ensure compliance with the Open Meeting Law, recipients of this message who are members of a public body should not forward it to other members of the public body. Members of the public body may reply to this message, but they should not send a copy of the reply to other members.

From: Walt Hutton <walthutton@gmail.com>
Sent: Thursday, October 8, 2026 1:51 PM
To: Fatima Fernandez <ffernandez@prescottvalley-az.gov>
Cc: Kell Palguta <kpalguta@prescottvalley-az.gov>; Matt Zurcher <mzurcher@prescottvalley-az.gov>; Ken Freund <kfreund@prescottvalley-az.gov>; Janell Kiehl <jkiehl@prescottvalley-az.gov>; Kendall Schumacher <kschumacher@prescottvalley-az.gov>; Michael Greer <mgreer@prescottvalley-az.gov>; Gilbert Davidson <gdavidson@prescottvalley-az.gov>
Subject: Request to Include Written Public Comments in Official Record, October 8, 2026 Town Council Meeting

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Point

Dear Mayor, Town Council Members, and Town Clerk:

Attached is my written statement for the October 8, 2026, Prescott Valley Town Council meeting, concerning the Town's automated license plate reader (ALPR) and connected surveillance systems.

As I am unable to attend in person, I have arranged for another individual to read my statement during Call to the Public. The individual will identify themselves and make clear that the statement represents my own words and opinions as a Prescott Valley resident.

I respectfully request that the Town Clerk:

1. Accept the attached statement as my formal written public comments.
2. Include the complete statement in the official record of the October 8, 2026, Town Council meeting, subject to applicable Town procedures.
3. Distribute a copy to the Mayor and each member of the Town Council.
4. Acknowledge receipt and confirm whether the statement will be included in the meeting record.

My statement requests an independent audit of the Town's entire connected surveillance system, followed by a clearly noticed public agenda item and recorded Council vote concerning removal of the ALPR and connected surveillance system.

I believe these matters deserve full public transparency, independent verification, and direct accountability from our elected representatives.

Thank you for your attention and for ensuring my comments are properly received and preserved.

Respectfully,

Walt Hutton
Prescott Valley Resident

Attachment: Walt Hutton, Call to the Public Statement, October 8, 2026 (PDF)

CALL TO THE PUBLIC

Prescott Valley Town Council Meeting • October 8, 2026

Reader opening: "Good evening. My name is [READER NAME]. I am reading the following statement on behalf of Walt Hutton, a Prescott Valley resident. These are Mr. Hutton's own words and opinions."

Mayor, Vice Mayor, and Members of the Council:

I am submitting this statement to be read into the record because I am unable to attend tonight.

My request to this Council is straightforward.

Prescott Valley needs an independent audit of the entire connected surveillance system, including the automated license plate reader system and every database, network, platform, agency, or outside entity connected to it.

Residents should not have to guess about what information can be accessed, who can search it, what searches have been conducted, how long information is retained, or where that information can be shared.

Those questions should be answered by an independent review, not simply by another presentation from the agencies or vendors responsible for operating the system.

An audit should determine who has access, what systems are connected, what information can be searched, what information has actually been searched, what outside agencies or private entities can receive the data, and whether the system has operated consistently with the representations made to this Council and to the public.

If the system is operating exactly as represented, an independent audit should be welcomed.

But the audit is only the first step.

After the audit is completed and its findings and supporting records are made available to the public, this Council should place the continued use of the ALPR and connected surveillance system on a clearly noticed public agenda.

Then vote on it.

Not a workshop. Not another presentation. Not an informal discussion.

A recorded Council vote.

If members of this Council believe the system should remain, explain why and vote accordingly. If members believe it should be removed, vote accordingly.

Either way, the decision belongs in public, where residents can hear the evidence, address their elected representatives, and know exactly where each Council member stands.

So tonight I am asking for two specific actions:

First, authorize a genuinely independent audit of the entire connected surveillance system, including access, searches, data sharing, retention, and outside connections.

Second, place removal of the ALPR and connected surveillance system on a clearly noticed Council agenda for public discussion and a recorded vote.

Prescott Valley residents deserve more than assurances that everything is working as intended.

We deserve verification. We deserve transparency. And ultimately, we deserve a public vote.

Please put both requests on the record tonight.

Thank you.

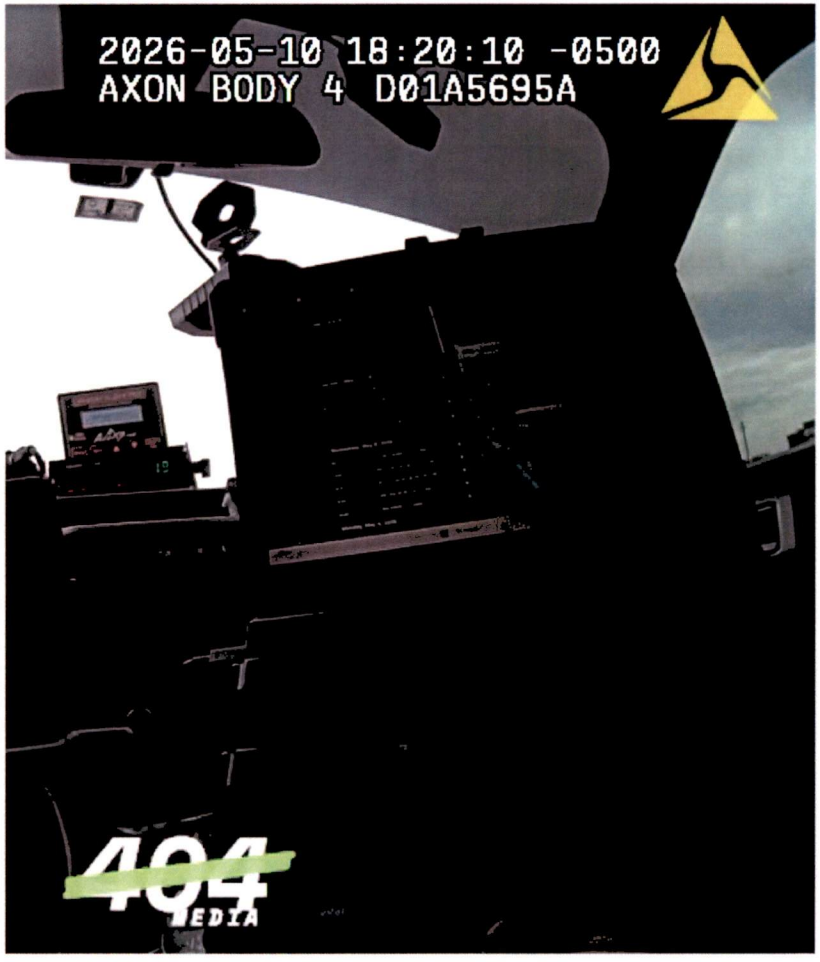
Walt Hutton
Prescott Valley Resident



United States v. Kyle, No. 4:26-cr-00189-SEH (N.D. Okla. Oct. 1, 2026), Opinion and Order, ECF No. 62, at 17 (deputy body-camera still, ECF No. 47-6).
Held: the deputy's warrantless search of Flock/ALPR location history violated the Fourth Amendment; evidence suppressed (id. at 37-38).
Full opinion: https://storage.courtlistener.com/recap/gov.uscourts.oknd.76981/gov.uscourts.oknd.76981.62.0.pdf

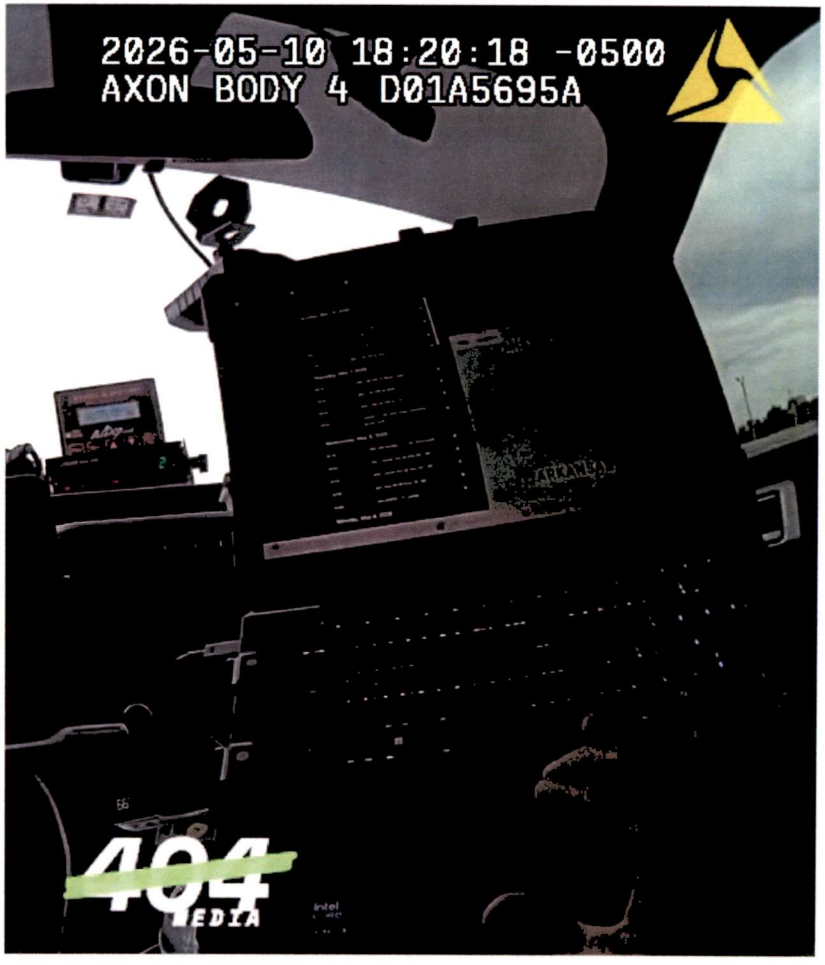
One plate search. A month of someone's life.

A sheriff's deputy saw a car with California plates and ran the plate. This is his laptop, filmed by his own body camera.



6:20:10 PM

The whole country. The heat map traces the car from the California–Arizona border back to Missouri. On the left, every camera sighting, listed by day.



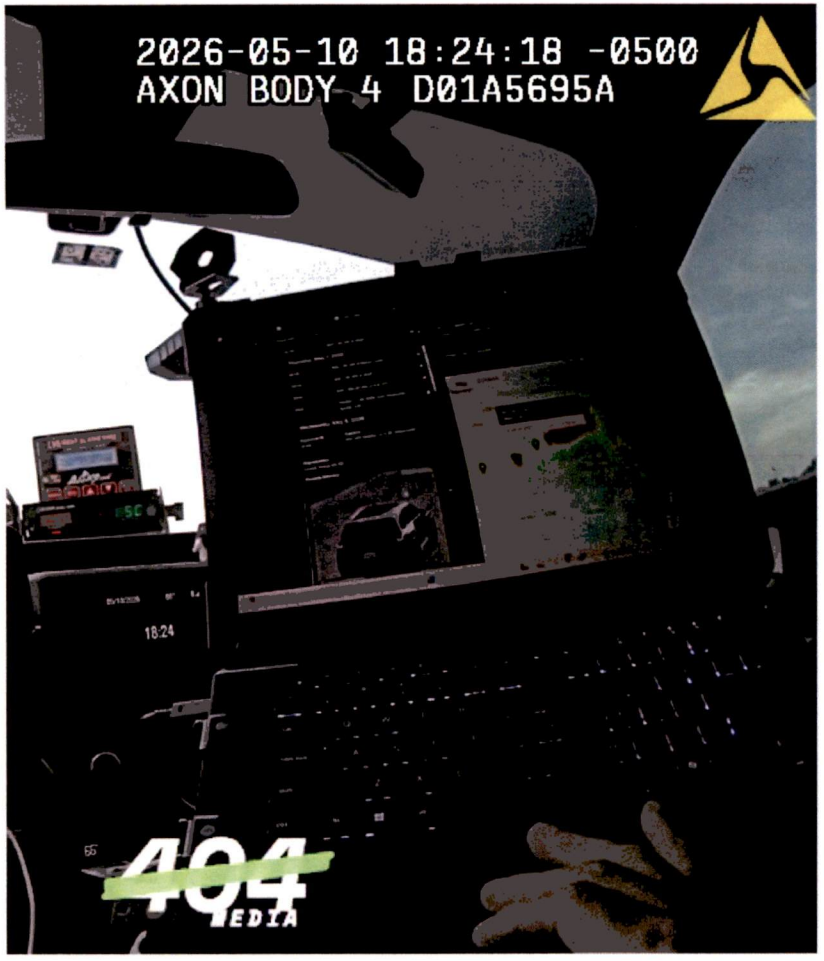
6:20:18 PM

Eight seconds later, the same search zoomed in on Missouri and Arkansas. The darkest red is where cameras logged the car most often.

Source: Tulsa County deputy body camera (Axon Body 4 D01A5695A), May 10, 2026, the camera cited in United States v. Kyle, No. 4:26-cr-00189-SEH (N.D. Okla.), Opinion and Order of Oct. 1, 2026. Video published by 404 Media. Frames are cropped and lightened only; nothing added, removed or enhanced. Timestamps and watermark are from the original video.

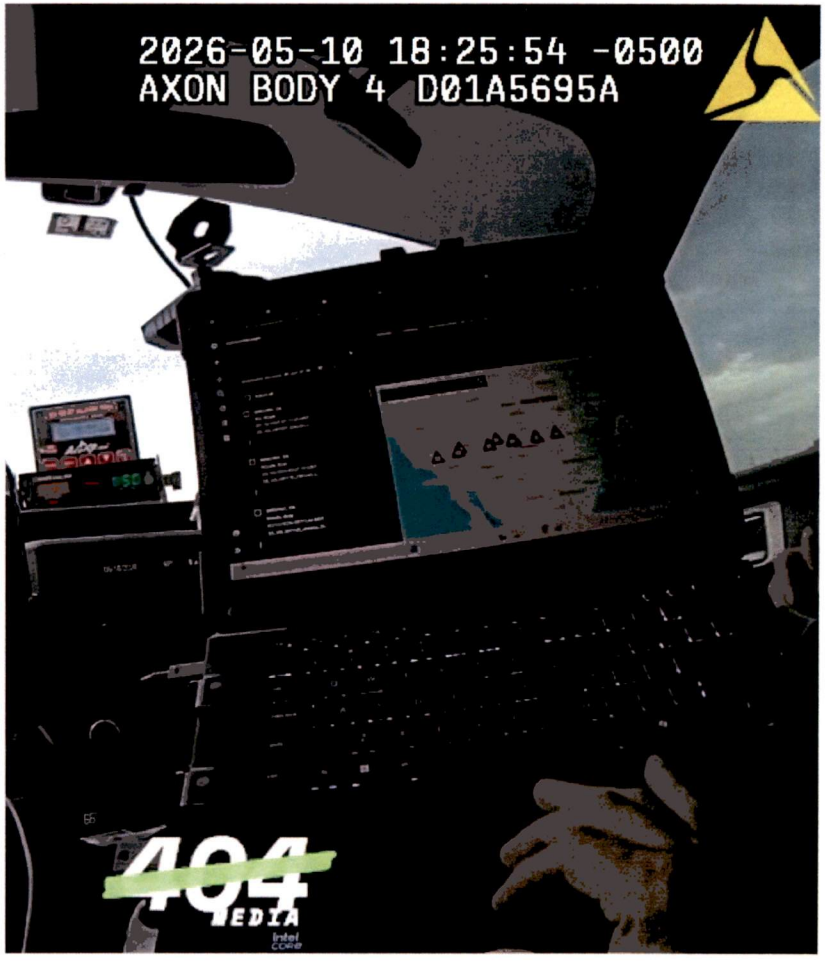
Every sighting comes with a photo.

Minutes later, the same deputy opens individual sightings and then a second plate-reader system.



6:24:18 PM

A sighting opened: a camera photo of the car and its plate on the left, its place on the trip on the right.



6:25:54 PM

A second plate-reader system on the same laptop marks the car's sightings across the country.

Source: Tulsa County deputy body camera (Axon Body 4 D01A5695A), May 10, 2026, the camera cited in United States v. Kyle, No. 4:26-cr-00189-SEH (N.D. Okla.), Opinion and Order of Oct. 1, 2026. Video published by 404 Media. Frames are cropped and lightened only; nothing added, removed or enhanced. Timestamps and watermark are from the original video.

ITEM NO. 9b

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: Consent Agenda

SUBJECT: Special Town Council Meeting Minutes of October 22, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

SUMMARY/BACKGROUND:
Special Town Council Meeting Minutes of October 22, 2026

RECOMMENDED MOTION:
Motion to approve the Special Town Council Meeting Minutes of October 22, 2026.
VOTE.

STAFF RECOMMENDATION:
Staff recommends approval of the Special Town Council Meeting Minutes of October 22, 2026.

FISCAL ANALYSIS:
N/A

Attachments

Special Town Council Meeting Minutes of October 22, 2026

SPECIAL TOWN COUNCIL MEETING
P&Z INTERVIEWS
Council Chambers/Library Auditorium
7401 E. Skoog Blvd., Prescott Valley, Arizona 86314, at 3:30pm

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MEETING MINUTES
October 22, 2026

Present: Kell Palguta, Mayor
Matt Zurcher, Vice Mayor (appeared virtually)
Kendall Schumacher, Councilmember
Michael Greer, Councilmember
Kenneth Freund, Councilmember
Janell Kiehl, Councilmember
Jason Thornton, Councilmember

1. CALL TO ORDER AND ROLL CALL

Mayor Palguta called the meeting to order at 3:30pm.

2. TOWN COUNCIL INTERVIEWS - PLANNING AND ZONING COMMISSION APPLICANTS

a. ***Town Council Interview of Bruce Evans, Sharon Stephens, Tricia Lewis, Joseph Huot, Jeremy Seger, Bryce Cox, and Kymberli Lopez for Possible Appointment (or Re-appointment) to the Planning & Zoning Commission - Consideration & Possible Action (Appoint) [Stacey Bristow, Development Services Director]***

Mayor Palguta welcomed attendees to the special Council meeting and thanked the applicants for their interest in serving the community. He explained that the purpose of the meeting was to conduct interviews for the Planning and Zoning Commission. The interview process consisted of five predetermined questions. Each applicant would have an opportunity to respond to each question, with the starting applicant rotating for each subsequent question.

Town Clerk Fatima Fernandez advised that applicant Tricia Lewis is present remotely via Microsoft Teams.

Mayor Palguta asked the applicants the following question: What do you understand the responsibilities of a Planning and Zoning commission member to be, and what experiences or skills make you a good fit for this role?

Applicant Bruce Evans stated that he had served on the Planning and Zoning Commission for approximately

four years. He explained that the Commission primarily reviews rezoning and General Plan amendment applications, asks questions to make informed recommendations, and forwards its recommendations to Town Council. He also noted that commissioners participate in study sessions on topics such as wildlife corridors and cost recovery.

Applicant Kymberli Lopez indicated that the Commission serves at the will of Council and to review subdivisions, planning, and zoning matters to ensure alignment with the Town's General Plan.

Applicant Joseph Huot explained the Commission's advisory role in reviewing planning and zoning matters and participating in study sessions to support informed recommendations to Town Council. He noted his prior service on the Commission and his thirty-six years of local government experience.

Applicant Sharon Stephens stated that the Commission's role is to serve the Town by reviewing zoning applications, asking questions, and making recommendations in the best interest of Prescott Valley.

Applicant Bryce Cox noted that the Commission's role is to support responsible community growth through review of zoning, mapping, land use, and permits. He shared that he has been a Prescott Valley resident for over twenty years, owns a small HVAC business, and is an Embry-Riddle graduate.

Applicant Jeremy Seger stated that the Commission's role is to support community growth while keeping residents' at the forefront. He noted that he is a lifelong resident and has thirty years of construction experience with knowledge of building codes and development.

Applicant Tricia Lewis apologized for being unable to attend in person due to a conference in Phoenix. She noted that she has worked in state and local government since 2011 and has been a Prescott Valley resident since 2003. She highlighted her experience with the cities of Prescott and Cottonwood, where planning and zoning matters were part of her regular responsibilities, and expressed her interest in serving her community and supporting sustainable, responsible growth.

Mayor Palguta asked the applicants the following question: Why do you want to serve on this commission, and what do you hope to accomplish?

Applicant Kymberli Lopez highlighted decades of community service and volunteer involvement. She emphasized the importance of sustainable, responsible growth as Prescott Valley continues to expand and expressed a desire to work with developers to support the community's continued success.

Applicant Joseph Huot expressed a desire to give back to the community after raising a family in Prescott Valley. He emphasized the importance of volunteer service and responsible growth, noting his goal of helping preserve the community for future generations through the Commission's advisory role to Town Council.

Applicant Sharon Stephens stated that, although she had lived in Prescott Valley for approximately six months, she brought a fresh perspective and decades of experience observing community growth elsewhere. She also highlighted her seventeen years leading a nonprofit organization and expressed a desire to serve and give back to the community.

Applicant Bryce Cox noted his interest in serving based on his two decades of living, working, and attending school in Prescott Valley. He emphasized the importance of citizen representation and bringing construction industry and property ownership perspectives to support responsible community growth.

Applicant Jeremy Seger noted that he has benefited from Prescott Valley's growth over the past thirty years and now wishes to give back through community service. He stated that others encouraged him to apply, believing his experience would be beneficial to the Commission.

Applicant Tricia Lewis touched on her government experience, familiarity with Prescott Valley, and participation in the Flinn-Brown Fellowship. Having grown up in Prescott and resided in Prescott Valley since 2003, she noted her desire to contribute to the community in a leadership capacity by supporting thoughtful, sustainable growth and long-term opportunities.

Applicant Bruce Evans stated that he has been a Prescott Valley resident for approximately seven and a half years and wishes to give back to the community. He highlighted more than thirty years of project finance and

commercial real estate experience across Canada and the United States. He emphasized smart, controlled growth, community collaboration, and thoughtful consideration of development applications before making recommendations to Town Council.

Mayor Palguta asked the applicants the following question: How would you describe your communication and collaboration style when working on a board or commission?

Applicant Joseph Huot described his communication style as centered on listening, gathering facts, and encouraging open dialogue. He emphasized the importance of asking questions and independently evaluating matters to provide Town Council with well-rounded recommendations.

Applicant Sharon Stephens emphasized the importance of active listening, asking questions, and understanding differing perspectives. She noted that teamwork and open dialogue help bridge gaps through understanding.

Applicant Bryce Cox shared his common-sense approach to communication and collaboration, beginning with listening and discussing issues to identify solutions.

Applicant Jeremy Seger discussed a fact-based, logical approach, focusing on clarifying what is known and what actions are permitted. He also noted the importance of giving everyone an opportunity to be heard, considering different perspectives, and using safe communication to move forward.

Applicant Tricia Lewis described a listen-first approach, making fact-based decisions, and valuing collaboration among Commission members, Town staff, and Council. She noted the importance of understanding different perspectives, asking questions, and aligning recommendations with the Town's goals. She also referenced her government and economic development experience working with Planning and Zoning on development projects.

Applicant Bruce Evans discussed a thoughtful, fact-based approach to decision-making, with respect for differing perspectives and ensuring all Commission members have an opportunity to be heard. He also noted the importance of maintaining the integrity of the process by understanding the Commission's authority and limitations. His experience negotiating and collaborating with others was identified as an asset to serving on the Commission.

Applicant Kymberli Lopez outlined a communication approach centered on listening first, conducting research, and achieving results. She referenced her involvement in the rodeo grounds neighborhood steering committee and master plan process as an example of collaboration, noting the importance of listening to residents and validating concerns. She concluded that effective service on a board or commission requires teamwork and collaboration.

Mayor Palguta asked the applicants the following question: If presented with a complex request that has both strong support and opposition from residents, how would you approach your decision-making process?

Applicant Sharon Stephens mentioned the importance of setting emotions aside, focusing on facts, and considering what is best for the community.

Applicant Bryce Cox indicated that development requests often involve complex issues and differing levels of support and opposition. He outlined his approach of focusing on facts and making decisions in the best interests of the community and its residents.

Applicant Jeremy Seger noted that identifying common goals and areas of agreement can help resolve conflicts and narrow differences. He recommended keeping emotions out of discussions, focusing on facts, and working to get the best results for everyone.

Applicant Tricia Lewis acknowledged that complex projects and decisions may not always have unanimous community support. She noted the importance of working with staff, gathering accurate information, keeping political considerations separate, and ensuring Commission members are fully informed. She also stressed making decisions with integrity and prioritizing the Town's overall interests, strategic plan, and community benefit.

Applicant Bruce Evans recommended using logic, rationality, and discernment when evaluating complex issues.

He noted the importance of recognizing that some community members may not actively participate in public discussions and carefully considering the perspectives of both support and opposition before making decisions in the best interest of the community.

Applicant Kymberli Lopez outlined an approach of first understanding the request, conducting research, and consulting with both supporters as well as those in opposition. She acknowledged that difficult decisions may not satisfy everyone but noted that such decisions should prioritize the best interests of the community.

Applicant Joseph Huot acknowledged that emotions often accompany complex community issues but stressed the importance of maintaining objectivity, integrity, and discernment. He noted that public comment provides an opportunity to hear concerns, gather information, and evaluate applications from multiple perspectives before making recommendations to the Town Council.

Mayor Palguta asked the applicants the following question: Commission Members often deliberate as a group. Can you describe a time when you worked on a group decision that required negotiation or compromise, and how you ensured a fair outcome?

Applicant Bryce Cox referenced six years of service as a Marine Corps platoon sergeant, where negotiation and compromise were regular responsibilities when working with different units and local nationals. He noted that fair outcomes are not always straightforward and require analyzing each situation to determine the best possible result for the overall community.

Applicant Jeremy Seger noted his experience as a small business owner, noting that group decision-making and collaboration are part of his regular work. He acknowledged that achieving fair outcomes can be challenging; however, everyone deserves the opportunity to be heard. Listening to different perspectives can provide new insights and can lead you to making better decisions.

Applicant Tricia Lewis recounted her experience as the Tourism and Economic Development Director for the City of Cottonwood, where she navigated community opposition following changes to the City's relationship with the Chamber of Commerce and destination marketing organization. She further discussed working through difficult public discussions and negotiations with the Chamber to establish revised responsibilities and funding arrangements.

Applicant Bruce Evans provided examples of resolving complex issues through negotiation and collaboration. He noted that establishing common goals, maintaining transparency, and prioritizing listening helped the parties reach workable solutions, even when the outcomes were not perfect for either party.

Applicant Kymberli Lopez cited the four-year rodeo grounds master planning process as an example of successful collaboration involving community members, business owners and the University of Arizona Cooperative Extension. She noted that reaching consensus required listening, considering differing perspectives, and being willing to incorporate others' ideas. The resulting master plan was approved by Town Council and reflected a collective approach that prioritized the community's overall interests.

Applicant Joseph Huot discussed his work with Yavapai County Public Works to develop roadway design standards for micro-trenching to allow broadband installations within rights-of-way. The process involved coordination with other agencies, broadband providers, contractors, and affected communities to balance installation costs with infrastructure integrity and public safety. He noted that listening to stakeholder input and incorporating workable recommendations resulted in standards that are currently being implemented and helping expand broadband access to underserved communities.

Applicant Sharon Stephens referenced her nonprofit leadership experience, where she navigated difficult conversations and opposition when establishing new centers and projects. She noted the importance of revisiting the organization's mission, identifying whom the project would serve, and evaluating the facts to determine whether the proposed project supported that mission. She added that fairness can be subjective, but decisions are easier to substantiate when grounded in the intended purpose and understanding who you are trying to serve.

3. EXECUTIVE SESSION

The Council did not go into Executive Session.

4. MOTION

a. ***Motion to appoint (or re-appoint) _____ and _____ to the Planning & Zoning Commission to a Three-Year Term with a Renewal Date of October 31, 2029, OR Motion to table the appointment(s) and direct staff to re-open applications.***

Mayor Palguta thanked the applicants for their participation.

Councilmember Kiehl commended the talent represented among the applicants.

Mayor Palguta announced that Council would not enter executive session, and proceeded to allow Councilmembers an opportunity to discuss the applicants and provide comments or ask questions.

Councilmember Kiehl sought confirmation that the Council would forgo Executive Session and conduct its discussion of the applicants during the public meeting.

Mayor Palguta confirmed that the Council would conduct its discussion of the applicants during the public meeting.

Councilmember Kiehl remarked that the applicant pool included several standout candidates with relevant industry experience and asked whether the Mayor would like to share who he is considering.

Mayor Palguta replied that he is going to speak with everyone first. He then thanked all applicants for their willingness to serve the community and recognized the time and commitment involved in volunteering. He stated that each applicant was qualified to serve on the Planning and Zoning Commission and potentially the Town Council, encouraged those not selected to consider future opportunities to serve, and invited them to meet for further discussion about other ways to become involved in the community.

Vice Mayor Zurcher, having served the Town since 2014 in both Planning and Zoning and Council capacities, supported reappointing Commissioners Joseph Huot and Bruce Evans, citing their expertise and institutional knowledge as valuable to the Commission, particularly given its newer members. Vice Mayor Zurcher then moved to make a motion. Councilmember Schumacher seconded the motion. Mayor Palguta opened it up for discussion.

Councilmember Kiehl shared support for the reappointment of Joseph Huot. She then raised concerns regarding community complaints about potentially inappropriate late-night text messages and asked whether Bruce Evans would be willing to sign and abide by the Town's Code of Conduct and Ethics.

Mayor Palguta clarified that the discussion was not a question-and-answer opportunity, noted that a motion and second had been made, and asked Councilmember Kiehl if she had any additional comments.

Councilmember Thornton requested clarification regarding the motion before the Council, and Mayor Palguta confirmed that it was for consideration of two applicants.

Motion by Vice Mayor (appeared virtually) Matt Zurcher, seconded by Councilmember Kendall Schumacher to re-appoint Joseph Huot and Bruce Evans to the Planning & Zoning Commission to a Three-Year Term with a Renewal Date of October 31, 2029 (by electronic vote).

AYE: Mayor Kell Palguta, Vice Mayor (appeared virtually) Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer

NAY: Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

4 - 3 Passed

b. ***Motion to appoint (or re-appoint) _____ to the Planning & Zoning Commission to a Partial Term with Renewal date of October 31, 2027, OR Motion to table the appointment and direct staff to re-open applications.***

Mayor Palguta inquired if there was any further discussion on this item.

Councilmember Kiehl moved to make a motion. Mayor Palguta recognized Councilmember Schumacher to make the motion which was seconded by Councilmember Greer.

Councilmember Kiehl thanked the applicants for their participation and recognized the experience and talent represented among the candidates.

Motion by Councilmember Kendall Schumacher, seconded by Councilmember Michael Greer to appoint Kymberli Lopez to the Planning & Zoning Commission to a Partial Term with Renewal date of October 31, 2027 (by electronic vote).

AYE: Mayor Kell Palguta, Vice Mayor (appeared virtually) Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer

NAY: Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

4 - 3 Passed

5. ADJOURNMENT

Mayor Palguta adjourned the meeting at 4:17pm.

ATTEST: APPROVED:

_____ _____

Fatima Fernandez, Town Clerk Kell Palguta, Mayor

STATE OF ARIZONA)
COUNTY OF YAVAPAI)
ss:
TOWN OF PRESCOTT VALLEY)

CERTIFICATE OF COUNCIL MINUTES

I, Marissa Greenwood, Deputy Town Clerk of the Town of Prescott Valley, Arizona, hereby certify that the foregoing minutes are a true and correct copy of the Minutes of the Special Meeting of the Town Council of the Town of Prescott Valley, held on October 22, 2026.

I further certify that the meeting was duly called and held and that a quorum was

present.

Dated this November 12, 2026

_____
Marissa Greenwood, Deputy Town Clerk

ITEM NO. 9c

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: Consent Agenda

SUBJECT: Regular Town Council Meeting Minutes of October 22, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

SUMMARY/BACKGROUND:
Regular Town Council Meeting Minutes of October 22, 2026

RECOMMENDED MOTION:
Motion to approve the Regular Town Council Meeting Minutes of October 22, 2026.
VOTE.

STAFF RECOMMENDATION:
Staff recommends approval of the Regular Town Council Meeting Minutes of October 22, 2026.

FISCAL ANALYSIS:
N/A

Attachments

Regular Town Council Meeting Minutes of October 22, 2026

TOWN COUNCIL
REGULAR MEETING
Council Chambers/Library Auditorium
7401 E. Skoog Blvd., Prescott Valley, Arizona 86314, at 5:30pm

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MEETING MINUTES
October 22, 2026

Present: Kell Palguta, Mayor
Matt Zurcher, Vice Mayor
Kendall Schumacher, Councilmember
Michael Greer, Councilmember
Kenneth Freund, Councilmember
Janell Kiehl, Councilmember
Jason Thornton, Councilmember

1. CALL TO ORDER AND ROLL CALL

Mayor Palguta called the meeting to order at 5:31pm.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Anthony Mercadante with QuadCity Church followed by the recitation of the pledge of allegiance.

3. APPROVAL OF THE AGENDA

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to approve the agenda (by electronic vote).

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

4. PROCLAMATIONS

a. National Native American Heritage Month [Yavapai Chapter, Daughters of the American Revolution - Jeanne Corrigan, Regent; Elizabeth Shaw, Vice Regent; Lisa Young, Treasurer; Kathy Houchin, Recording Secretary; Debbie Lamb, Corresponding Secretary; Karon Larsen, Chaplain; Linda Shebek, Member and Karen Martin, Member]

The Town of Prescott Valley declared November 2026 as Native American Heritage Month and urged citizens to observe this month with appropriate programs, ceremonies and activities.

Jeanne Corrigan, Regent accepted the proclamation on behalf of the Yavapai Chapter Daughters of the American Revolution.

b. Family Court Awareness Month [Samantha Gibson, Founder, Brave Strategy Co.]

Mayor Palguta noted that the Town of Prescott Valley is also recognizing November as Family Court Awareness Month. No representative was present to accept the proclamation.

c. Chamber of Commerce Day [Steve Bracety, Prescott Valley Chamber of Commerce President/CEO]

The Town of Prescott Valley proclaimed October 22, 2026, as Prescott Valley Chamber of Commerce Day and encouraged all residents, businesses, organizations, and community partners to join in recognizing the Prescott Valley Chamber of Commerce and its commitment to connecting commerce and cultivating community.

Tiffany Talbot, Programs and Events Manager, extended appreciation to the Council for the recognition and thanked local businesses, community members, volunteers, ambassadors, and Town staff for their continued support.

Lucy Leyva, Chamber of Commerce Board Member, emphasized the importance of maintaining a business-friendly environment and supporting the local small business community, noting the Chamber of Commerce's role in helping the Town and business community thrive.

d. Community Planning Month [Stacey Bristow, Development Services Director]

The Town of Prescott Valley proclaimed the month of October as Community Planning Month and recognized the valuable contributions and commitment made by professional community and regional planners.

Stacey Bristow, Development Services Director, recognized Planners Brittany Cleveland, Chris Norlock, and John Jacobson for their professionalism, integrity, creativity, and strategic thinking, commending their dedication and enthusiasm in advancing the Town's three-year strategic plan.

5. SCHEDULED ANNOUNCEMENTS AND PRESENTATIONS

a. Student of the Month [Bradshaw Mountain High School]

Each month the Optimist Club of Yavapai County, in collaboration with Bradshaw Mountain High School, honors outstanding students that excel in community involvement, activities, academics, and leadership skills. Councilmember Greer and Assistant Principal Donte Edmundson had the privilege and honor of recognizing Ella Black and Benjamin Perez as students of the month. These students were nominated by school staff and instructors for their school and community engagement efforts. Ella Black and Benjamin Perez took the opportunity to read personal biographies. Following, Councilmember Greer presented both students with their certificates.

Rick Bradshaw, Principal of Bradshaw Mountain High School, thanked the Mayor and Town Council for the opportunity to return and recognized the hard work and accomplishments of the school's students. He expressed hope that graduates would pursue higher education and return to become successful members of this community.

6. CALL TO THE PUBLIC

Public Comment #1: Resident David Hall, retired law enforcement officer, expressed concerns regarding the constitutional implications of Flock cameras, particularly under the Fourth Amendment. He argued that continuously collecting, storing, and searching vehicle movement data could allow the government to reconstruct individuals' movements, raising privacy concerns beyond ordinary public-road observations. He cautioned that municipalities could face potential lawsuits resulting in significant costs to taxpayers.

Public Comment #2: Resident Max Hathaway urged Council to remove agenda item 11e or vote against Ordinance 938, which would repeal Ordinance 930, intended to address a loophole in state water laws regarding demonstrating adequate water for residential development. He recommended seeking a formal Attorney General opinion regarding potential conflicts between state and local law before taking action, arguing that there was no immediate harm to the Town in retaining the ordinance.

Public Comment #3: Resident Graham Hanson, member of Together Strong, requested a staff report outlining the Town's strategies for increasing affordable homeownership opportunities. Citing the Town's Housing Needs Assessment, he noted that the median Prescott Valley household could afford approximately $254,000 for a home, yet only 137 of more than 1,000 homes sold in 2024 were priced below $300,000, with no more than six being new construction. He highlighted projected demand for approximately 1,800 additional households earning $50,000 to $100,000 annually by 2040 and asked staff to identify prioritized strategies and projected housing production under the $350,000 threshold.

Public Comment #4: Resident Greg Gillum expressed continued concerns regarding the Town's use of Flock automated license plate reader (ALPR) cameras. He cited several reported incidents involving misidentified license plates, wrongful accusations and arrests, alleged misuse of surveillance data by law enforcement personnel, and unauthorized database searches.

Public Comment #5: Patricia Betzhold spoke in opposition to repealing Ordinance 2023-930, which requires proof of water availability for certain non-subdivision residential developments. She emphasized the importance of protecting the region's water resources, noting that the ordinance was intended to address gaps in state water laws that allow certain developments to proceed without demonstrating an adequate water supply. She questioned whether repeal would retroactively affect previously approved developments and urged Council to remove the item from the agenda to further explore alternatives.

Public Comment #6: Laura Covell, a Prescott Valley small business owner, questioned the transparency and legal authorization of the Town's Flock camera network, raising concerns regarding administrative approvals, access to vehicle location records, outstanding public records requests, and potential Open Meeting Law violations. She requested release of records, an independent system audit, and a properly noticed public discussion and Council vote regarding the system's removal.

Public Comment #7: Resident Liz Kennedy vocalized concerns regarding the Town's Flock camera system, questioned the reported number of cameras deployed, and argued that law enforcement was effective before their implementation.

7. COUNCIL COMMUNICATIONS: SUMMARY OF CURRENT EVENTS

There was no discussion on this item.

8. MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Gilbert Davidson reported that he and Deputy Town Manager Ryan Judy attended the International City/County Management Association (ICMA) conference, which featured sessions on artificial intelligence, communications, budgeting, community planning, and engagement. He expressed appreciation for the opportunity to attend.

9. CONSENT AGENDA

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to approve the consent agenda items 9a through 9c by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

a. Study Session Meeting Minutes of October 1, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

b. Recommendation to Arizona Department of Liquor License & Control, Acquisition of Control Application for Sakura Japanese Hibachi Grill & Sushi Bar - Consideration & Possible Action (Approval) [Marissa Greenwood, Deputy Town Clerk]

c. Recommendation to Arizona Department of Liquor License & Control, Owner Transfer Application for Southern Bites - Consideration & Possible Action (Approval) [Marissa Greenwood, Deputy Town Clerk]

10. OLD BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

a. Proposed Amendment Town Code 11-03-040 Authority Designate Restricted Parking Areas - Consideration & Possible Action (2nd Reading) [Parker Murphy, Traffic Engineer]

Fatima Fernandez, Town Clerk, read Ordinance No. 2026-986 by title only for the second reading. Mayor Palguta asked, “Shall this Ordinance Pass?”

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

b. ZMC26-002 StoneRidge Cell Tower, Ordinance No. 2026-987 - Consideration & Possible Action (2nd Reading) [Chris Norlock, Urban Planner II]

Fatima Fernandez, Town Clerk, read Ordinance No. 2026-987 by title only for the second reading. Mayor Palguta asked, “Shall this Ordinance Pass?”

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

11. NEW BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

a. Agreement with Summit West Signs for the Entrance Arch Light Controllers Project (CIP #CF2709) - Consideration & Possible Action (Approve) [Josh Newsham, Deputy Public Works Director]

Josh Newsham, Deputy Public Works Director, presented the proposed Prescott Valley entrance arch lighting upgrade, which would replace the existing system with web-based, programmable LED lighting. The upgraded system would allow remote color changes, independent lighting for the PV medallions and lettering, and scheduled displays for holidays, special events, and designated months. Representatives from Summit West Signs and the LED manufacturer were present to address technical questions.

Councilmember Freund questioned the proposed $146,000 entrance arch lighting upgrade, noting that the project was initially presented as being funded through COVID recovery grant funds. He voiced concern about the additional taxpayer expense and questioned whether the improvements addressed any structural or safety issues, characterizing the project as cosmetic.

Deputy Public Works Director Newsham clarified that the project would modernize the lighting system and provide web-based controls, but was not intended to be for the safe operation of it.

Mayor Palguta emphasized that the entrance arch was intended to draw travelers from the highway into Prescott Valley's core business, restaurant, and entertainment districts, supporting local businesses and economic activity. He expressed support for the lighting improvements and noted the Town's longstanding efforts to enhance the corridor.

Councilmember Freund asked if there have been any impartial studies on the arch's impact on local businesses.

Town Manager Gilbert Davidson confirmed that no specific studies had been conducted. However, an early 2000s Town-adopted arch plan, based on a study of the ADOT (Arizona Department of Transportation) corridor, identified the need for a signature gateway feature to welcome visitors into Prescott Valley and establish a recognizable community entrance along Highway 69.

Councilmember Freund questioned whether the funds could be better utilized for community safety improvements, such as pedestrian pathways for children traveling to and from school.

Councilmember Schumacher expressed support for completing the arch lighting project, emphasizing its community pride, welcoming presence, and intended use for special occasions, holidays, and awareness events. She noted that the project was part of the arch's original vision and that the Town should follow through despite the previous contractor's inability to complete the work.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to approve an Agreement with Summit West Signs in the amount of $144,483.26 for lighting and system control upgrade and installation services for the Town Entrance Arch Light Controllers Project (CIP #CF2709), including $1,352.00 as owner contingency by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Janell Kiehl
NAY: Councilmember Kenneth Freund, Councilmember Jason Thornton
5 - 2 Passed

Mayor Palguta moved to address agenda item 11e followed by 11b, 11c, 11d, 11f, and 11g.

b. Quailwood Well #3 PFAS Treatment, Construction Phase Contract - Consideration & Possible Action (Approve) [James Warne, Senior Utilities Engineer]

James Warne, Senior Utilities Engineer, requested approval of an engineering services agreement with Jacobs Engineering Group for construction-phase services for the Quailwood Well 3 PFAS Treatment Project. He explained that Quailwood Wells 2, 3 and 4 were taken out of service after testing revealed PFAS levels near or above regulatory limits,

resulting in production challenges during periods of high demand in the lower water system. The project will include replacing well pumps and electrical components, constructing a treatment building, and installing pre-treatment filters and ion exchange vessels to remove PFAS. He reported that the design has been completed and that the project was funded through an EPA grant and a 90% forgivable WIFA (Water Infrastructure Finance Authority) loan. Bidding was being conducted in two phases to accommodate equipment lead times, with vessel bids closing in mid-November and construction bids anticipated to close in mid-December. The proposed time-and-materials agreement included a not-to-exceed amount of $1,022,061.00 which covers construction management, review of submittals, funding coordination, inspections, and an owner's allowance requiring Town approval to cover unforeseen conditions or value engineering options that present themselves during construction.

Councilmember Freund expressed support for the project, noting that the improvements were necessary and expressing appreciation for the WIFA grant and substantial forgivable portion of the loan. He raised concerns about whether PFAS contamination could be linked to effluent discharged from the Town's wastewater treatment plant and expressed concern that continued groundwater recharge could potentially contaminate additional wells.

Senior Utilities Engineer Warne explained that Quailwood Wells 2, 3 and 4 are closest to the effluent discharge area and that no other nearby wells had shown significant PFAS concentrations. He acknowledged that treating wastewater effluent may eventually need to be considered and noted the challenges associated with removing PFAS.

Councilmember Freund then asked whether the proposed treatment process was similar to reverse osmosis.

Senior Utilities Engineer Warne advised that the proposed treatment process will utilize ion exchange technology rather than reverse osmosis or microfiltration. Microfiltration was not selected due to the significant water loss associated with the technology and the need for periodic backflushing.

Motion by Councilmember Kendall Schumacher, seconded by Vice Mayor Matt Zurcher to approve a Professional Services Agreement with Jacobs Engineering Group Inc, in the amount of $1,022,061 for Construction Phase services for the Quailwood Well #3 PFAS Treatment Project by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

c. Professional Services Agreement with Burgess & Niple for design of the Lakeshore - Lake Valley Intersection Project (CIP #CS2704) - Consideration & Possible Action (Approve) [Parker Murphy, Traffic Engineer]

Parker Murphy, Traffic Engineer, explained that this item is for consideration of a design contract for the proposed traffic signal at the intersection of Lake Valley Road and Lakeshore Drive.

There was no further discussion on this item.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to approve the Professional Services Agreement with Burgess & Niple based on the City of Prescott's Co-op Agreement Contract No. 20247-005 in the amount of $155,550.32 for design services for the Lakeshore – Lake Valley Intersection – CIP# CS2704 by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

d. Professional Services Agreement with HDR Engineering, Inc. for design of the Glassford Hill Road Left Turn Offsets Project (CIP #CS2705) - Consideration & Possible Action (Approve) [Parker Murphy, Traffic Engineer]

Parker Murphy, Traffic Engineer, introduced this item for the award of a design contract for the Glassford Hill Left-Turn Offsets Project.

There was no further discussion on this item.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to approve the Professional Services Agreement with HDR Engineering, Inc. in the amount of $284,821.76 for design services (plus an owner contingency in the amount of $14,241) for the Glassford Hill Road Left Turn Offsets Project (CIP #CS2705) by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

e. Proposed Repeal Ordinance No. 2023-930 Water Requirements Non-Subdivision Residential Developments - Consideration & Possible Action (1st Reading) [Ivan Legler, Town Attorney]

Ivan Legler, Town Attorney, explained the background and intent of Ordinance 2023-930, which was adopted to require certain non-subdivision residential developments to demonstrate an adequate water supply comparable to a Certificate of Assured Water Supply (CAWS). He acknowledged that the Town's authority to impose this requirement was legally uncertain and that the Town had received notice of potential litigation challenging the ordinance. He recommended pursuing a legislative solution rather than expending Town resources defending the ordinance. He further clarified that previously approved developments were not subject to the ordinance's requirements and would therefore not be affected by its repeal.

Councilmember Freund emphasized the importance of protecting the Town's water supply

and expressed support for retaining Ordinance 2023-930. He recommended that the Town defend the ordinance and suggested reallocating a portion of the $146,000 proposed for the entrance arch lighting improvements toward legal efforts to protect the Town's water resources.

Councilmember Kiehl expressed support for protecting the Town's water supply. She questioned the urgency of repealing the ordinance, pointing out that no legal action had been initiated to their knowledge.

Town Attorney Ivan Legler outlined three potential legal actions: a challenge seeking to have the ordinance declared unconstitutional or contrary to statute; a Proposition 207 claim by affected property owners alleging diminished property value, to which the Town would have ninety days to respond; and a request for an Attorney General determination that the ordinance violates state law. The Attorney General would have thirty days to issue a decision, after which the Town could have a limited time to take corrective action.

Councilmember Kiehl commented that, based on the information provided, there appeared to still be time. Town Attorney Legler confirmed that this was correct.

Mayor Palguta recalled that the matter having been previously discussed in Executive Session and stated that there had been general agreement that addressing the issue through the State Legislature was the appropriate course of action. He clarified that this direction did not reflect a lack of concern for protecting the Town's water supply, but rather recognition that defending the ordinance could expose the Town to costly litigation.

Councilmember Schumacher shared her perspective as a former business owner, emphasizing the importance of seeking and following sound legal counsel. She expressed support for relying on the Town Attorney's recommendation, noting that prolonged litigation could be costly.

Councilmember Greer noted that litigation initiated by the State could cost the Town considerably more than $140,000.

Mayor Palguta emphasized that the Town was not abandoning its efforts to protect water resources and would continue working with legislators to pursue a statewide law rather than relying on a Town ordinance.

Town Manager Gilbert Davidson added that the Town would remain committed to pursuing legislative action, noting that a legislator is prepared to introduce a bill that had been proposed previously. He stated that current concerns surrounding Colorado River water supplies presented an opportunity to advance the issue at the State Legislature, with support from other municipalities.

Mayor Palguta explained that repealing the ordinance could reduce the Town's exposure to litigation while allowing the legislative effort to proceed, and that Council could consider adopting another ordinance in the future if circumstances warranted.

Town Attorney Legler clarified that the proposed ordinance would repeal an existing ordinance and, if approved, would require two readings and become effective thirty days after adoption. He emphasized that this ordinance addressed only one aspect of the Town's

broader water efforts and noted that staff continued working on water-related legal and policy matters on an ongoing basis. He reaffirmed that protecting the Town's water supply remains a Town priority.

Motion by Councilmember Kendall Schumacher, seconded by Vice Mayor Matt Zurcher to read Ordinance No. 2026-988 (repealing prior Ordinance No. 2023-930 related to water requirements for non-subdivision residential developments) by title only on two separate occasions, then place the same on final passage by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer

NAY: Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

4 - 3 Passed

Town Clerk Fatima Fernandez read Ordinance No. 2026-988 by title only for the first reading.

f. Abdo Financial Solutions Agreement Change Order, Professional Accounting Support Services - Consideration & Possible Action (Approve) [Mike Townsend, Interim Finance Director]

Mike Townsend, Interim Finance Director, provided an overview of the proposed contract amendment with ABDO Financial Solutions, noting that additional services are needed due to staffing transitions and vacancies within the Finance Department. He explained that the additional work would include audit support, ongoing accounting services, and documenting and establishing processes to support the incoming Finance team.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to approve the Abdo Financial Solutions Agreement Change Order for Professional Accounting Support Services (including a one-time cost increase of $70,600 and an ongoing monthly cost increase of $9,880) for accounting services by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

g. FY 2027 Arizona State Parks OHV Grant - Consideration and Possible Action (Authorize Signature) [Robert Ticer, Police Chief]

Jeremy Martin, Assistant Police Chief, announced that the Prescott Valley Police Department had been awarded $18,500 through the Arizona State Parks and Trails Off-Highway Vehicle (OHV) Recreation Fund. He requested Council approval to accept the funds for the purchase of an OHV and for other officer safety and response capabilities.

Motion by Councilmember Kendall Schumacher, seconded by Vice Mayor Matt Zurcher to authorize signature of Resolution No. 2026-2464 accepting the FY 2027 Arizona

State Parks and Trails Off-Highway Vehicle Recreation Fund Grant award in the amount of $108,500 (and authorizing the Town Manager, or designee, to execute required grant documents) by electronic vote.

AYE: Mayor Kell Palguta, Vice Mayor Matt Zurcher, Councilmember Kendall Schumacher, Councilmember Michael Greer, Councilmember Kenneth Freund, Councilmember Janell Kiehl, Councilmember Jason Thornton

7 - 0 Passed

12. ADJOURNMENT

Mayor Palguta adjourned the meeting at 6:43pm.

ATTEST: APPROVED:

_____ _____

Fatima Fernandez, Town Clerk Kell Palguta, Mayor

STATE OF ARIZONA)
COUNTY OF YAVAPAI)
ss:
TOWN OF PRESCOTT VALLEY)

CERTIFICATE OF COUNCIL MINUTES

I, Marissa Greenwood, Deputy Town Clerk of the Town of Prescott Valley, Arizona, hereby certify that the foregoing minutes are a true and correct copy of the Minutes of the Regular Meeting of the Town Council of the Town of Prescott Valley, held on October 22, 2026.

I further certify that the meeting was duly called and held and that a quorum was present.

Dated this November 12, 2026

_____

Marissa Greenwood, Deputy Town Clerk

Marissa Greenwood

From: Fatima Fernandez
Sent: Tuesday, October 13, 2026 7:04 AM
To: Marissa Greenwood
Subject: Fwd: Supplemental Petition Submission, 501 Signatures, for Distribution to the Full Town Council Before the October 22, 2026 Meeting
Attachments: 2026_10_13 Letter Town Council - Supplemental Public Petition.pdf; 2026_10_13 Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area.pdf; 2026_10_13 Flock OS_QuadCities_Removal_Petition_501_Signatures_20261001.pdf

Sent from my iPhone

Begin forwarded message:

From: Walt Hutton <walthutton@gmail.com>
Date: October 13, 2026 at 6:59:57 AM CST
To: Fatima Fernandez <ffernandez@prescottvalley-az.gov>
Cc: Kell Palguta <kpalguta@prescottvalley-az.gov>, Matt Zurcher <mzurcher@prescottvalley-az.gov>, Ken Freund <kfreund@prescottvalley-az.gov>, Janell Kiehl <jkiehl@prescottvalley-az.gov>, Jason Thornton <jthornton@prescottvalley-az.gov>, Kendall Schumacher <kschumacher@prescottvalley-az.gov>, Michael Greer <mgreer@prescottvalley-az.gov>, Gilbert Davidson <gdavidson@prescottvalley-az.gov>, Ivan Legler <ilegler@prescottvalley-az.gov>, Martha Zimmerman <mzimmerman@prescottvalley-az.gov>, Ryan Judy <rjudy@prescottvalley-az.gov>
Subject: Supplemental Petition Submission, 501 Signatures, for Distribution to the Full Town Council Before the October 22, 2026 Meeting

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Poin

Walter D. Hutton
7730 E. Loos Dr.
Prescott Valley, AZ 86314
P.O. Box 2633
Orcutt, CA 93457
(805) 878-7272
walthutton@gmail.com

October 13, 2026

Fatima Fernandez, Town Clerk
Town of Prescott Valley

7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

Re: Supplemental Petition Submission, 501 Signatures, for Distribution to the Full Town Council Before the October 22, 2026 Meeting

Dear Ms. Fernandez:

On October 1, 2026, I submitted the Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area for inclusion in the official record of the Town Council study session concerning the Flock Safety program. At that time, the petition contained 428 signatures.

I am submitting this supplemental update dated October 13, 2026, reflecting 501 signatures, an increase of 73 since the original submission.

Please distribute this supplemental submission, together with the updated petition, to Mayor Kell Palguta, Vice Mayor Matt Zurcher, Town Manager, Town Attorney, and every member of the Town Council before the next regularly scheduled Council meeting on October 22, 2026.

The petition calls for:

Removal of existing Flock Safety automated license plate reader cameras.

Cancellation of existing Flock Safety contracts and agreements.

Rejection of future agreements involving mass surveillance technology.

Public accounting of the program's operation, including access to and sharing of license plate data with outside law enforcement agencies.

The updated petition represents continued public participation in the discussion surrounding the Town's surveillance program. It also raises questions concerning data retention, outside agency access, privacy protections, and public oversight.

I respectfully request that the Town Council consider the petition and its stated requests as part of its continuing review of the Flock Safety program.

I further request:

That this supplemental submission be preserved with my October 1 filing in the Town's official records.

That the Mayor and all six Council members receive the updated

petition before the October 22 meeting.

That receipt and distribution of these materials can be confirmed by email.

That the Town identify whether and when the petition's requests will be considered at a future publicly noticed Council meeting.

This supplemental submission is intended to preserve the continuing public record of the petition and does not replace or withdraw the original October 1, 2026 previous filing.

Enclosures:

A. Updated Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area, October 13, 2026 (501 signatures reported).

B. Updated signature list, attached.

The petition is also online here:
https://protect.checkpoint.com/v2/r01/___https://www.change.org/p/petition-to-remove-flock-safety-surveillance-cameras-from-the-quad-cities-area___.YzJ1OmF6Y3JwdG93bnByZXNjb3R0dmFsbGV5OmM6bzozY2I1Y2FhNWM5ZTY5MzA3MzFkOGI0MDg4NGViZTMxMzo3OjVjNmQ6MmFhNTUyMWNiMGExYzJiYjE2MTcyMjgwYjg0YmJmNmFlMGYyNmJkNjFlODkxOTRiMWVkMzZiNTVhZjAxODcyYjpwOlQ6Rg

Thank you for your assistance in ensuring that the full Council receives these materials in advance of its next meeting.

Respectfully submitted,,

/s/Walter D. Hutton
Resident Prescott Valley

CC:
Mayor Kell Palguta
Vice Mayor Matt Zurcher
Council Member Ken Freund
Council Member Michael Greer
Council Member Janell Kiehl
Council Member Kendall Schumacher
Council Member Jason Thornton
Town Manager Gilbert Davidson
Town Attorney Ivan Legler

Walter D. Hutton
P.O. Box 2633
Orcutt, CA 93457
(805) 878-7272
walthutton@gmail.com

October 13, 2026

Mayor Kell Palguta and Members of the Town Council
Town Manager Gilbert Davidson
Town Attorney Ivan Legler
Town of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

Re: Supplemental Public Petition, 501 Signatures, Flock Safety Surveillance Program

Dear Mayor Palguta, Council Members, Mr. Davidson, and Mr. Legler:

On October 1, 2026, I submitted the Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area for the record of your study session concerning the Flock Safety program. That filing reported 428 signatures, including 333 signers who listed a Quad Cities location.

The enclosed updated petition, dated October 13, reports 501 signatures, an increase of 73 since my original submission. I ask that this letter and the updated petition be distributed to every Council member before the next October Town Council meeting and preserved as a supplement to the October 1 public record, not as a replacement for it.

The petition asks the participating communities to remove Flock Safety automated license plate reader cameras, cancel existing Flock contracts, reject future agreements for mass surveillance technology, and provide a public accounting of the program. It specifically raises concerns about the collection, retention, searching, and sharing of vehicle location data with agencies outside Prescott Valley.

In addition to the petition itself, I respectfully ask the Council to:

1. Commission an independent audit of the full connected surveillance system, including authorized users, searches, outside-agency access, data-sharing settings, retention practices, and associated platforms.
2. Place the future of the Flock cameras and connected surveillance program on a clearly noticed Council agenda for public discussion and a recorded vote on removal.
3. Direct staff to provide a written accounting of the Town's existing Flock agreements, costs, oversight policies, and mechanisms for public access to audit findings.

Please confirm receipt of this supplemental submission, its distribution to the full Council, ahead of October22nd, 2026 Town Council regular session meeting at which the Council expects to again address these requests. I appreciate your consideration and ask that this correspondence be retained with the petition materials in the Town's official records.

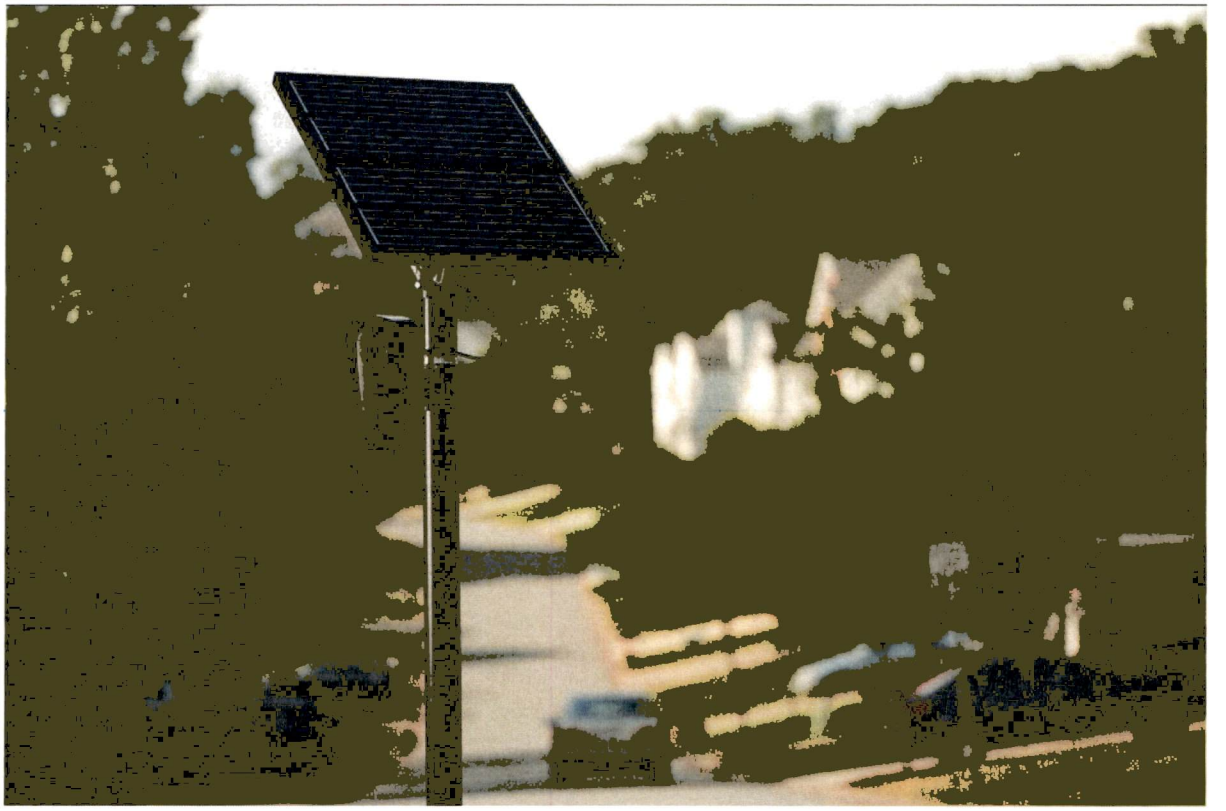
Sincerely,

Walter D. Hutton

Enclosure: (Updated) Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area, October 13, 2026 (501 signatures reported)

Via: Fatima Fernandez, Town Clerk

Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area



We, the undersigned residents, call on the elected officials of Prescott, Prescott Valley, and Chino Valley to remove all Flock Safety automated license plate reader cameras and cancel the current contracts and agreements each city holds with Flock Safety. We also call on the Town of Dewey-Humboldt to reject any future contract with Flock Safety.

The Issue

Flock Safety cameras record the license plate, location, and time of "every" vehicle that passes, whether or not that vehicle has any connection to a crime. This data is collected and stored without a warrant, without individualized suspicion, and without meaningful consent from the people being tracked. The system logs the movements of residents, visitors, and families who have committed no crime.
In Prescott Valley, PVPD's system is configured to share this data with other law enforcement agencies outside the town through Flock's "National Lookup" network. Flock's Nova platform combines this location data with CAD records, jail records, and public records from other agencies, building a searchable history of where a resident's vehicle has been.

In Carpenter v. United States, the U.S. Supreme Court held that a warrant is required before law enforcement can obtain records that reveal a person's movements over time. A network of

cameras logging every vehicle that passes a fixed point raises the same concern, particularly when the data is shared outside the jurisdiction that installed the cameras.

Other Arizona agencies using this technology have documented officers searching plate data for reasons unrelated to any investigation. Flock itself announced changes to its system on August 13, 2026, including shorter data retention and a requirement that searches be linked to a case number. Those changes acknowledge the system's controls were insufficient before now.

Public safety does not require mass surveillance of the community. Increased patrol presence, neighborhood watch coordination, and better street lighting address public safety without building a permanent record of where every resident drives.

We call on the City of Prescott, the Town of Prescott Valley, and the Town of Chino Valley to:

- Remove all Flock Safety cameras
- Cancel all existing Flock Safety contracts
- Reject any future agreement for mass surveillance technology
- We call on the Town of Dewey-Humboldt to reject any Flock Safety contract before one is signed.
- Sign this petition to ask these communities for a public accounting of this program, or its complete removal.

Submitted October 13, 2026 (501) current signatures in support of petition

change.org

Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area

Name	Location	Signed On
Walt Hutton	United States	2026-08-18
Walter Hutton	Orcutt, CA	2026-08-18
Anthony Dexter	Prescott Valley, AZ	2026-08-18
Sharon Fried	Prescott Valley, AZ	2026-08-18
Michelle Sullivan	Prescott Valley, AZ	2026-08-18
Kim Sherfey	Prescott Valley, AZ	2026-08-18
Susan Sattergren	Prescott Valley, AZ	2026-08-18
Walt White	Prescott Valley, AZ	2026-08-18
Alec Williams	Prescott, AZ	2026-08-18
Harlan Sandberg	Prescott Valley, AZ	2026-08-18
Margi Chappell	Cottonwood, AZ	2026-08-18
William Black	Chino Valley, AZ	2026-08-18
Kirk Anderson	Prescott, AZ	2026-08-18
Robert Gant	Prescott Valley, AZ	2026-08-18
Ginny Murphy	Louisville, KY	2026-08-18
Janet Mommer	Prescott Valley, AZ	2026-08-18
Jeanie Mikels	Dewey, AZ	2026-08-18
David Jones	Prescott, AZ	2026-08-18
Elaine C Savage	Flagstaff, AZ	2026-08-18
Catherine King	Prescott Valley, AZ	2026-08-18
Dominic Ruggiero	Chino Valley, AZ	2026-08-18

Name	Location	Signed On
Donna Terhune	Prescott Valley, AZ	2026-08-18
Chad Rolfs	Prescott Valley, AZ	2026-08-18
Craig Christensen	Prescott Valley, AZ	2026-08-18
Jennifer Jones	Dewey-Humboldt, AZ	2026-08-18
Christopher Emmer	Prescott, AZ	2026-08-19
Brian Wilson	Chino Valley, AZ	2026-08-19
Kelsey Jones	Prescott, AZ	2026-08-19
Oscar Linna	Stockholm, Sweden	2026-08-19
Karolyn Zurn	Dewey, AZ	2026-08-19
Luis Sepulveda	Prescott Valley, AZ	2026-08-19
Tina Elliot	Prescott Valley, AZ	2026-08-19
Marlowe Racine	Prescott, AZ	2026-08-19
Princess Cadet	Philadelphia, PA	2026-08-19
Janice Baron	Prescott, AZ	2026-08-19
Curt Dowling	Prescott Valley, AZ	2026-08-19
Terilyn Grover	Prescott, AZ	2026-08-19
Rhonda Randolph	Prescott Valley, AZ	2026-08-19
Mike moretti	Chino Valley, AZ	2026-08-19
Valerie Moretti	Chino Valley, AZ	2026-08-19
Mark Schnabel	Prescott Valley, AZ	2026-08-19
Kevin Kruse	Prescott Valley, AZ	2026-08-19

Name	Location	Signed On
Brian Bateman	Chino Valley, AZ	2026-08-19
Fernando Sanchez	Prescott Valley, AZ	2026-08-19
Tyler O'Donnell-Paccione	Prescott, AZ	2026-08-19
Todd Shipp	Prescott, AZ	2026-08-19
Chad York	Cordes Lakes, AZ	2026-08-19
MARY K ERICKSON	PRESCOTT VALLEY, AZ	2026-08-19
Lora Porterfield	Prescott, AZ	2026-08-19
Amy Wright	Flagstaff, AZ	2026-08-19
Sean Gordon	Chino Valley, AZ	2026-08-20
Jocelyn Barnhart	Chino Valley, AZ	2026-08-20
Kurtis Duncan	Chino Valley, AZ	2026-08-20
Sharon Dalke	Prescott Valley, AZ	2026-08-20
Phillip Sonnier	Prescott Valley, AZ	2026-08-20
K Schultz	Cottonwood, AZ	2026-08-20
Lesley Miller	Prescott Valley, AZ	2026-08-20
Deni Kahn	Flagstaff, AZ	2026-08-20
Ronda Smith	Peoria, AZ	2026-08-20
Anne Marie DiCarlo	Prescott, AZ	2026-08-20
Kaiden Moreno	Flagstaff, AZ	2026-08-20
Marie Snow	Chino Valley, AZ	2026-08-20
Landon Shinn	Prescott, AZ	2026-08-21

Name	Location	Signed On
Catherine Kladis	Dewey, AZ	2026-08-21
Nancy Hill	Dewey, AZ	2026-08-21
Charles Rainsberger	Prescott Valley, AZ	2026-08-21
Cindy Tomei	Prescott, AZ	2026-08-21
Monique Aguilar	Prescott Valley, AZ	2026-08-21
Arian Rice	Yarnell, AZ	2026-08-21
Sherri Scott	Prescott, AZ	2026-08-21
Jay Grover	Prescott, AZ	2026-08-21
Richard Smith	Prescott Valley, AZ	2026-08-21
Sarah Ramm	Prescott Valley, AZ	2026-08-21
Randy Zimmerman	Prescott Valley, AZ	2026-08-21
Phillip Ritter	Prescott Valley, AZ	2026-08-21
Chris Phelps	Prescott Valley, AZ	2026-08-21
Renee reynolds	Salem, OR	2026-08-21
Amy Anderson	Prescott Valley, AZ	2026-08-21
Christine Ostrom	Sedona, AZ	2026-08-22
Robert ECCLES	Dewey-Humboldt, AZ	2026-08-22
Kevin Bruce	Chino Valley, AZ	2026-08-22
sandra Houston	Thomaston, GA	2026-08-22
Mylah Torres	Camden, NJ	2026-08-22
Jack Jennings	Prescott Valley, AZ	2026-08-22

Name	Location	Signed On
Leslie Jennings	Prescott Valley, AZ	2026-08-22
Christine Loman	Prescott Valley, AZ	2026-08-22
Cynthia Powell	Prescott Valley, AZ	2026-08-22
Karen Porter	Mayer, AZ	2026-08-22
Laura Covell	Prescott Valley, AZ	2026-08-23
Arlene Ober	Chino Valley, AZ	2026-08-23
Paula Smuckler	Chino Valley, AZ	2026-08-23
Shannon Dietz	Prescott, AZ	2026-08-23
hailey jiles	Cottonwood, AZ	2026-08-24
Heaven Sajn	Flagstaff, AZ	2026-08-24
Lea Arevalo	Prescott Valley, AZ	2026-08-24
Sarah Peters	Prescott, AZ	2026-08-24
Preston Shultz	Prescott, AZ	2026-08-25
Chad King	Prescott, AZ	2026-08-26
CHRISTIAN JAMES	Chino Valley, AZ	2026-08-26
Kim Spencer	Prescott, AZ	2026-08-26
Barbara Lyall	Mesa, AZ	2026-08-27
Patti Smith	Prescott Valley, AZ	2026-08-27
hazeezah azeez	Laurel, MD	2026-08-27
adrian daniel	bloomington, IN	2026-08-27
Ash-leigh Burkholder	Prescott Valley, AZ	2026-08-27

Name	Location	Signed On
Denise Wilson	Prescott Valley, AZ	2026-08-27
Athena Davis	Chino Valley, AZ	2026-08-27
Carl Shadle	Prescott Valley, AZ	2026-08-27
RITA SHRYOCK	Chino Valley, AZ	2026-08-27
Cathryn Poirier	Escondido, United States	2026-08-27
Cynthia Rooney	Prescott Valley, AZ	2026-08-27
Joe Crofts	Dewey-Humboldt, AZ	2026-08-27
Robert Faulhaber	Parker, CO	2026-08-27
Kathy Vinson	Prescott, AZ	2026-08-27
Glenn Winder	Prescott Valley, AZ	2026-08-27
Meredith Dube	Prescott Valley, AZ	2026-08-27
Andrew Bellinger	Bridgeview, IL	2026-08-27
DAVID PRATT	Wilhoit, AZ	2026-08-27
Tailer Slemboski	Prescott, AZ	2026-08-27
Michael Bitzer	Prescott, AZ	2026-08-27
Paula Riggs	Prescott Valley, AZ	2026-08-27
CAROLE THURMAN	Prescott Valley, AZ	2026-08-28
Ray Honeycutt	Prescott Valley, AZ	2026-08-28
Nicholas Geosits	Prescott Valley, AZ	2026-08-28
KIMBERLY GOODRICH	Prescott, AZ	2026-08-28
Chase Miller	Prescott Valley, AZ	2026-08-28

Name	Location	Signed On
Mary Brown	Chino Valley, AZ	2026-08-28
Kurt Womack	Prescott, AZ	2026-08-28
Curt Anderson	Prescott Valley, AZ	2026-08-28
Mike Abels	Prescott Valley, AZ	2026-08-28
Paul Benson	Prescott, AZ	2026-08-28
German Randy	Prescott Valley, AZ	2026-08-28
Brad Manning	Mayer, AZ	2026-08-28
Shayne G	Cave Creek, AZ	2026-08-28
Stephen Lucero	Prescott Valley, AZ	2026-08-28
Skyler Bredvig-Molloy	Prescott Valley, AZ	2026-08-28
Eil Gnaba	Prescott Valley, AZ	2026-08-28
Matt Williams	Prescott, AZ	2026-08-28
Lynn Parry	Prescott Valley, AZ	2026-08-28
Kim Kradle Grant	Phoenix, AZ	2026-08-28
Jim Thresher	Prescott, AZ	2026-08-28
Monica Erwin	Prescott, AZ	2026-08-29
Richard Johancen	Chino Valley, AZ	2026-08-29
Cate Hathaway	Prescott, AZ	2026-08-29
Craig Dong	Vancouver, WA	2026-08-29
Rita Leigh	Paulden, AZ	2026-08-29
Norris Leigh	Paulden, AZ	2026-08-29

Name	Location	Signed On
Jean M Johnson	Paulden, AZ	2026-08-29
Stephen Romanek	Prescott, AZ	2026-08-29
Danny Kostrzewa	Camp Verde, AZ	2026-08-29
Daniel Peysar	Prescott, AZ	2026-08-29
Richard Hirchert	Prescott, AZ	2026-08-29
TAMMY SUTTLE	Prescott Valley, AZ	2026-08-29
Garry DeYoung	Chino Valley, AZ	2026-08-29
Brian Hamilton	Prescott Valley, AZ	2026-08-29
AL Blackmore	Prescott Valley, AZ	2026-08-30
Levi Spellman	Prescott, AZ	2026-08-30
Kalee Cantrell	Chino Valley, AZ	2026-08-30
Dreama Clarke	Prescott Valley, AZ	2026-08-30
Elizabeth Ashe	Dewey, AZ	2026-08-30
Whitny S	Prescott, AZ	2026-08-30
Debbie Sambasile	Houston, TX	2026-08-30
Lauren haskell	Prescott Valley, AZ	2026-08-30
Morgan Toll	Chino Valley, AZ	2026-08-30
Russell Toll	Chino Valley, AZ	2026-08-30
Tim Dolan	Chino Valley, AZ	2026-08-30
Michael shepherd	Chino Valley, AZ	2026-08-30
Michelle Shepherd	Chino Valley, AZ	2026-08-30

Name	Location	Signed On
Jess Morgan	Prescott, AZ	2026-08-30
Cheryl Cuskelly	Prescott Valley, AZ	2026-08-31
nancy horvath	Prescott Valley, AZ	2026-08-31
chris amick	Prescott valley, AZ	2026-08-31
Donald Robbins	Dewey, AZ	2026-08-31
Elizabeth Marymee	Prescott Valley, AZ	2026-08-31
Payton Fergusson	Cottonwood, AZ	2026-08-31
Joie Hoffman	Mayer, AZ	2026-08-31
Sheryl Gillum	Prescott Valley, AZ	2026-08-31
Brandy Leslie	Wilhoit, AZ	2026-08-31
Yesenia Dahlin	Prescott Valley, AZ	2026-09-01
Samantha Berryman	Prescott, AZ	2026-09-01
brenda woodard	Cottonwood, AZ	2026-09-01
Jeff Ratcliffe	Dewey, AZ	2026-09-01
Richard Mohr	Prescott, AZ	2026-09-01
Antoinette Frye	Chino Valley, AZ	2026-09-01
Leon Ford	Prescott Valley, AZ	2026-09-01
Lillian Julmice	Brooklyn, NY	2026-09-01
Holly Burmeister	Prescott Valley, AZ	2026-09-01
Paula Hanson	Camp Verde, AZ	2026-09-01
Sam Rapp	Prescott Valley, AZ	2026-09-01

Name	Location	Signed On
Tim Park	Prescott, AZ	2026-09-01
Jody Prusi	Prescott Valley, AZ	2026-09-01
Ann Jarmusch	Sedona, AZ	2026-09-01
Debra Lewis	Prescott Valley, AZ	2026-09-01
Terri Dymeck	Prescott, AZ	2026-09-01
Orion Hunke	Prescott, AZ	2026-09-01
Keri Hunke	Prescott, AZ	2026-09-01
Harley Holt	Prescott, AZ	2026-09-01
Katie Pollock	Prescott Valley, AZ	2026-09-01
Marva Cooper	Mesquite, NV	2026-09-02
Nick Gunter	Prescott, AZ	2026-09-02
Ted Wiltse	Prescott Valley, AZ	2026-09-02
Jesse Duran	Prescott, AZ	2026-09-02
Paul Cox	Prescott Valley, AZ	2026-09-02
Leo Ferris	Prescott, AZ	2026-09-02
Michael Miller	Prescott, AZ	2026-09-02
Dena Meckling	Chino Valley, AZ	2026-09-02
Jack bergman	Prescott, AZ	2026-09-02
Sky Solari	Prescott, AZ	2026-09-02
Hayley Rogers	Prescott, AZ	2026-09-02
David Lewis	Prescott Valley, AZ	2026-09-02

Name	Location	Signed On
Darby Tatsak	Cornville, FL	2026-09-02
Christopher McLaughlin	Prescott Valley, AZ	2026-09-02
Lynn Johanson	Dewey, AZ	2026-09-02
Leah Taylor	Prescott, AZ	2026-09-02
Justin Rigsby	Prescott, AZ	2026-09-02
Casey Hill	Prescott, AZ	2026-09-02
CF Neubert	Prescott, AZ	2026-09-02
Erin O'Hara	Prescott Valley, AZ	2026-09-02
Margaret Trogler	Prescott Valley, AZ	2026-09-02
Cindy Kuffer	Wickenburg, AZ	2026-09-03
Kiet Trung	Everett, WA	2026-09-03
Ryan Hillyard	Chino Valley, AZ	2026-09-03
Dennis johnson	Prescott Valley, AZ	2026-09-03
Theresia Carlino	Prescott, AZ	2026-09-03
Mary Baston	Prescott, AZ	2026-09-03
Maria Slay	Prescott Valley, United States	2026-09-03
Hunter R.	Arizona	2026-09-03
Dario Nardi	Prescott, AZ	2026-09-03
Melody Smith	Chino Valley, AZ	2026-09-03
Robert Kolar	Prescott, AZ	2026-09-03
Benjamin Yahraus	Prescott, AZ	2026-09-03

Name	Location	Signed On
Merry Stokes	Prescott, AZ	2026-09-03
Destiny Henry	Prescott, AZ	2026-09-03
Greg Woodbury	Prescott, AZ	2026-09-03
James (aka superdave) Bailey	Prescott, AZ	2026-09-03
Patricia Fisher	Prescott Valley, AZ	2026-09-04
Nick Caro	Prescott, AZ	2026-09-04
Stacie Wagner	Flagstaff, AZ	2026-09-04
Lundon Crow	Prescott, AZ	2026-09-04
Gary Winkelman	Prescott Valley, AZ	2026-09-04
Sienna Russo	Prescott, AZ	2026-09-04
Marie Torget	Prescott Valley, AZ	2026-09-04
Vanessa Page	Chino Valley, AZ	2026-09-04
Arielle Nissen	Cottonwood, AZ	2026-09-04
Jim Reich	Cottonwood, AZ	2026-09-04
Tammie Scott	Prescott Valley, AZ	2026-09-04
Gayle Bergman	Dewey-Humboldt, AZ	2026-09-04
Krystal Harmon	Prescott, AZ	2026-09-04
Daniel Roberts	Prescott Valley, AZ	2026-09-04
Tina Cook	Prescott, AZ	2026-09-05
Ronakd Feanklin	Prescott, AZ	2026-09-05
Don Fleming	Prescott, AZ	2026-09-05

Name	Location	Signed On
Domonic Kay	Cottonwood, AZ	2026-09-05
Alex Paeselt	Prescott, AZ	2026-09-05
Jennifer Nack	Prescott, AZ	2026-09-05
Arianna Cummins	Douglasville, GA	2026-09-05
Harrison Barnes	Mesa, AR	2026-09-06
John Teenstra	Prescott Valley, AZ	2026-09-06
Melody reed	Phoenix, AZ	2026-09-06
Dannelle Boch	Flagstaff, AZ	2026-09-06
Derek Wilkins	Prescott, AZ	2026-09-06
Johnnie Tyler	Dewey-Humboldt, AZ	2026-09-07
Rebecca Bulock	Prescott, AZ	2026-09-07
Bruce Baker	Prescott Valley, AZ	2026-09-08
Mark Gogan	Cave Creek, AZ	2026-09-08
Catherine McAfee	Prescott, AZ	2026-09-08
Alicia Uncapher	Mayer, AZ	2026-09-08
Tracy Schoen	Prescott, AZ	2026-09-08
Toby Clark	Prescott, AZ	2026-09-09
Joseph Mancino	Prescott, AZ	2026-09-09
Sean Smith	Prescott Valley, AZ	2026-09-09
Jill Keller	Chino Valley, AZ	2026-09-09
Kerri schooley	Dewey-Humboldt, AZ	2026-09-09

Name	Location	Signed On
Jesse Nava	Phoenix, AZ	2026-09-09
Jesse Paxton	Logan, UT	2026-09-09
Joseph Hoydis	Prescott Valley, AZ	2026-09-10
Stephanie Connors	Prescott, AZ	2026-09-10
Maya Limon	Ontario, CA	2026-09-10
Geoff Hanchet	Dewey, AZ	2026-09-10
Brenda Connors	Prescott, AZ	2026-09-10
William Connors	Prescott, AZ	2026-09-10
William Kraft	Chino Valley, AZ	2026-09-10
Jennifer Gallaher	Chino Valley, AZ	2026-09-10
David Okeefe	Prescott Valley, AZ	2026-09-10
Suzette LeMuiex	Prescott, AZ	2026-09-10
Rebekah Wilcken	Las Vegas, NV	2026-09-10
Raymond Wagoner	Prescott, AZ	2026-09-10
Robert Pipkin	Prescott Valley, AZ	2026-09-10
Ray Larson	Prescott Valley, AZ	2026-09-10
Spring Paone	Prescott Valley, AZ	2026-09-10
Lacey moore	Dewey, AZ	2026-09-10
Jessie finley	Chino Valley, AZ	2026-09-10
John Hamilton	Chino Valley, AZ	2026-09-10
gwen coad	Prescott, AZ	2026-09-10

Name	Location	Signed On
Mary Moser	Kirkland, AZ	2026-09-10
Nathan Snively	Dewey, AZ	2026-09-10
Nancy Miller	Prescott, AZ	2026-09-10
Tom Freyslaben	Prescott, AZ	2026-09-10
Danielle Cross	Prescott valley, AZ	2026-09-10
Elise Contento	Prescott Valley, AZ	2026-09-10
Talisha Wasil	Prescott, AZ	2026-09-10
Brenda Abeyta	Prescott, AZ	2026-09-10
Todd Murphy	Cave Creek, AZ	2026-09-10
Janea Bechtel	Chino Valley, AZ	2026-09-11
Ivy Johnson	Prescott Valley, AZ	2026-09-11
Kim Whiting	Prescott, AZ	2026-09-11
Gillianna Clagett	Prescott, AZ	2026-09-11
El Rose	Prescott, AZ	2026-09-11
Gary Swinyar	Chino Valley, AZ	2026-09-11
Kevin Brigham	Prescott Valley, AZ	2026-09-11
Christy Gransee	Chino valley, AZ	2026-09-11
Linda Farrar	Prescott, AZ	2026-09-11
Karen Dwight	Prescott Valley, AZ	2026-09-11
David Arave	Prescott, AZ	2026-09-11
Parker Roediger	Prescott Valley, AZ	2026-09-11

Name	Location	Signed On
Sable Grey	Prescott Valley, AZ	2026-09-11
Jill Campbell	Prescott, AZ	2026-09-11
Thomas Heil	Chino Valley, AZ	2026-09-12
Scott Gedye	Chino Valley, AZ	2026-09-12
Lesli Olney	Nederland, TX	2026-09-12
Glenn McGahee	Chino Valley, AZ	2026-09-12
Lylah schlueter	Columbus, OH	2026-09-12
Bruce L	Prescott, AZ	2026-09-13
Andrew Kliss	Prescott Valley, AZ	2026-09-13
Karen wagoner	Prescott Valley, AZ	2026-09-13
Kerry Shinost	Prescott Valley, AZ	2026-09-13
Richard Press	Prescott Valley, AZ	2026-09-13
Rob Mercado	Prescott, AZ	2026-09-13
Rebecca Thompson	Munds Park, AZ	2026-09-15
Peyton Glines	Chino Valley, AZ	2026-09-15
Nathan Delgado	Chino Valley, AZ	2026-09-15
Aden McKinney	Chino Valley, AZ	2026-09-15
Shirley Slattery	Prescott Valley, AZ	2026-09-15
Jaxson Werner	Paulden, AZ	2026-09-15
Pricilla thomas	Chino Valley, AZ	2026-09-15
julian bryant	Portland, ME	2026-09-15

Name	Location	Signed On
Brad Manning	Cordes Lakes, AZ	2026-09-16
kayde blum	Prescott, AZ	2026-09-16
Brian Bink	Prescott, AZ	2026-09-17
George Kelly II	Prescott Valley, AZ	2026-09-17
Kerry LaMountain	Cave Creek, AZ	2026-09-17
Angela Berry	Prescott Valley, AZ	2026-09-18
Maria Napolitano	Prescott Valley, AZ	2026-09-18
Lexis De La Rosa	Prescott, AZ	2026-09-18
Brenna Rothenbusch	Prescott Valley, AZ	2026-09-19
Bryan Reeder	Prescott, AZ	2026-09-19
Alice Grey	Oklahoma City, OK	2026-09-20
Cesar Salazar	Hesperia, CA	2026-09-20
Betsy Maestro	Cornville, AZ	2026-09-21
William Sampson	Prescott Valley, AZ	2026-09-22
greg williams	bloomington, IL	2026-09-22
Pepper Warthan	Chino Valley, AZ	2026-09-22
aiden roberts	Prescott Valley, AZ	2026-09-23
Patricia Horejsi	Flagstaff, AZ	2026-09-24
Michael Mulkey	Chino Valley, AZ	2026-09-24
Kat Richards	Prescott Valley, AZ	2026-09-24
David Wolfe	Prescott Valley, AZ	2026-09-24

Name	Location	Signed On
Brad Kinney	Columbus, IN	2026-09-24
Nicole Wilcox	Prescott Valley, AZ	2026-09-25
austin ward	Albany, OR	2026-09-25
misty adams	prescott valley, AZ	2026-09-25
Merik McCorkle	Prescott, AZ	2026-09-25
Eleanor Crosby	Prescott Valley, AZ	2026-09-25
Maria Conto	Flagstaff, AZ	2026-09-26
eugene vanover	Prescott Valley, AZ	2026-09-26
Gracie Dekorne	Minneapolis, MN	2026-09-27
Sage olmstead	Prescott, AZ	2026-09-27
Harper noble	Prescott, AZ	2026-09-27
Steve Burginger	Prescott Valley, AZ	2026-09-27
SALLY ETHRIDGE	Chino Valley, AZ	2026-09-27
Deborah Fouts	Dewey, AZ	2026-09-27
Margaret Mulheran	Prescott Valley, AZ	2026-09-27
Linda Marriott	Prescott Valley, AZ	2026-09-27
Karen Stamm	Paulden, AZ	2026-09-28
Renee Lozon	Prescott Valley, AZ	2026-09-28
JAMES TURNER	Prescott Valley, AZ	2026-09-28
Madelyn Creer	Prescott Valley, AZ	2026-09-28
Shawn Hinshaw	Prescott, AZ	2026-09-28

Name	Location	Signed On
Luis Valenzuela	Prescott Valley, AZ	2026-09-28
Nathan Shope	Prescott, AZ	2026-09-28
Jim Scott	Prescott Valley, AZ	2026-09-28
M. Wisher	Addison, IL	2026-09-28
Terry Rayborne	Sedona, AZ	2026-09-29
Angelica Gomez	Littlefield, United States	2026-09-30
Wendy Hillyer	Camp Verde, AZ	2026-09-30
Lance Dudley	Prescott, AZ	2026-09-30
Nora Janckila	Prescott Valley, AZ	2026-09-30
Savannah Smith	Prescott Valley, AZ	2026-09-30
Destiny Smith	Prescott Valley, AZ	2026-09-30
Nicole Silver	Prescott, AZ	2026-09-30
Garth Ritter	Prescott Valley, AZ	2026-09-30
Robert Crabb	Prescott Valley, AZ	2026-09-30
Eline Desouza	Prescott, AZ	2026-09-30
Victor Ramirez	Prescott Valley, AZ	2026-09-30
Isaac Solis	Prescott, AZ	2026-09-30
Penny Wolf	Prescott Valley, AZ	2026-09-30
Leilany f	Glendale, AZ	2026-09-30
Dakota Jeffreys	Chino Valley, AZ	2026-09-30
Kimberly Flores	Austin, TX	2026-09-30

Name	Location	Signed On
Valien Valadez	Hammond, IN	2026-09-30
Sadie Ying	Flagstaff, AZ	2026-09-30
Caleb Wiste	Prescott Valley, AZ	2026-09-30
Rick smart	Prescott Valley, AZ	2026-09-30
Brody Bell	Prescott Valley, AZ	2026-09-30
Delani skirvin	Chino Valley, AZ	2026-09-30
Mason Hallquist	Prescott Valley, AZ	2026-09-30
Marina Marks	Prescott Valley, AZ	2026-09-30
Avery Stangle	Prescott Valley, AZ	2026-09-30
Roscoe Jones	Prescott Valley, AZ	2026-09-30
Beth Erway	Prescott, AZ	2026-09-30
Carolina Chavez-Velarde	Prescott Valley, AZ	2026-09-30
Fernando Adame	Merced, CA	2026-09-30
Raegan Henderson	Fort Worth, TX	2026-09-30
Jack Ipson	Prescott Valley, AZ	2026-09-30
Dustin Sullivan	Dewey-Humboldt, AZ	2026-09-30
Raymond Ashburn	Prescott Valley, AZ	2026-09-30
Sebastian Viramontes	Prescott Valley, AZ	2026-09-30
Jill Buse	Prescott Valley, AZ	2026-09-30
Adaya coleman	Dewey-Humboldt, AZ	2026-09-30
Zoe Serwaa	Rockville, MD	2026-09-30

Name	Location	Signed On
Dona McClure	Chandler, AZ	2026-10-01
breanna man	Flagstaff, AZ	2026-10-01
Lily Vasquez	Chino Valley, AZ	2026-10-01
Dylan Alvarez	Prescott Valley, United States	2026-10-01
Harrison Keen	Prescott Valley, AZ	2026-10-01
Elina Hurley	Prescott Valley, AZ	2026-10-01
Eliana Slender	Prescott Valley, AZ	2026-10-01
Kaylin mcnallen	Prescott Valley, AZ	2026-10-01
Anna Bork	Atlanta, GA	2026-10-01
courtney whitt	Dayton, OH	2026-10-01

ITEM NO. 9d

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Traci Lira, Neighborhood Services Director

DEPARTMENT: Neighborhood Services

AGENDA TYPE: Consent Agenda

SUBJECT: Affordable Housing Initiative, Development Impact Fee Assistance Program - Consideration & Possible Action (Approve) [Traci Lira, Neighborhood Services Director]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
The purpose of this agenda item is to request Town Council approval of a Housing Policy Fund – Development Impact Fee Assistance Program Policy to support development of affordable and workforce housing in Prescott Valley.

As part of the Town's ongoing efforts to address housing affordability (and implement recommendations from the previously adopted Affordable Housing Plan), staff has

evaluated tools to encourage development of additional affordable and workforce housing.

The Affordable Housing Plan identifies an option of finding mechanisms to reduce or defer Development Impact Fees that might be applicable to a particular housing project as a strategy to encourage affordable owner-occupied and rental housing. Staff reviewed similar programs implemented by other Arizona municipalities (including Tucson and Flagstaff) in order to develop an Impact Fee Assistance Program tailored to Prescott Valley's particular housing needs.

The proposed Program would provide financial assistance toward payment of eligible Town Development Impact Fees for qualifying affordable and workforce housing developments. The assistance would be funded through the Town's existing Housing Policy Fund (or another eligible funding source), subject to available Town funding and budgetary requirements.

The proposed Policy establishes eligibility requirements, income and assistance levels, maximum awards, affordability periods, approval authority, and provisions for repayment and ongoing compliance.

The proposed Housing Policy Fund – Impact Fee Assistance Program Policy is attached for Town Council consideration and possible approval.

RECOMMENDED MOTION:
Motion to approve the attached Housing Policy Fund — Development Impact Fee Assistance Program. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends approval of the proposed Housing Policy Fund — Development Impact Fee Assistance Program.

FISCAL ANALYSIS:
The Town Council previously established the Housing Policy Fund through the Town's budget process (with an annual allocation of $200,000).

No additional funding is being requested in relation to this item. If approved and implemented, the proposed Development Impact Fee Assistance Program would utilize available resources within the existing Housing Policy Fund to reimburse deferred Develoment Impact Fee payments, subject to the requirements of the adopted Policy (and budgetary considerations).

Attachments

Impact Fee Assistance Program

PowerPoint Presentation

TOWN OF PRESCOTT VALLEY

HOUSING POLICY FUND

IMPACT FEE ASSISTANCE PROGRAM

1. Purpose

The Town of Prescott Valley ("Town") establishes the Housing Policy Fund – Impact Fee Assistance Program ("Program") to encourage the development of affordable, attainable, and workforce housing within the Town.

The Program provides financial assistance toward eligible Town development impact fees for qualifying residential units. Assistance is intended to reduce development costs while ensuring that the appropriate development impact fee accounts receive the revenues associated with new development.

Program assistance is subject to available funding and does not constitute an entitlement or guarantee of funding.

This Policy governs only the use of Housing Policy Fund monies for the Impact Fee Assistance Program and does not limit other eligible uses of the Housing Policy Fund authorized by the Town Council.

2. Eligibility

The Program is available to qualifying rental and owner-occupied residential developments located within the incorporated limits of the Town of Prescott Valley.

Eligible applicants may include for-profit developers, nonprofit organizations, housing organizations, property owners, and other entities developing qualifying housing.

Eligible developments may include single-family, multifamily, townhome, condominium, mixed-income, and other residential housing types approved by the Town.

To qualify, an assisted housing unit must:

1. Be affordable to a household earning no more than 120% of Area Median Income (AMI), adjusted for household size, using the applicable income limits recognized by the Town;
2. Meet the affordability requirements established by this Policy and the applicable assistance agreement;
3. Be located within the Town of Prescott Valley; and
4. Remain in compliance with all applicable Town codes, development requirements, Central Arizona Fire and Medical Authority (CAFMA) requirements, and Program requirements.

For mixed-income developments, assistance shall apply only to units meeting Program affordability requirements.

3. Impact Fee Assistance

Subject to available funding, the Town may provide the following maximum assistance toward eligible development impact fees:

AMI Level of Assisted Unit	Maximum Assistance
60% AMI or below	100% of eligible impact fees
61%–80% AMI	75% of eligible impact fees
81%–120% AMI	50% of eligible impact fees

The amount of assistance shall be based upon the affordability level of each qualifying unit.

The maximum Program award shall not exceed $150,000 per development/project, unless a greater amount is specifically authorized by the Town Council.

Assistance shall apply only to Town development impact fees and potentially utility connection charges determined eligible by the Town. Permit fees, review fees, or other development-related charges are not eligible.

4. Affordability Period

Units receiving Impact Fee Assistance shall remain affordable for a minimum of twenty (20) years from the date established in the assistance agreement.

Affordability shall be secured through a recorded affordability covenant, deed restriction, development agreement, or other legally enforceable instrument acceptable to the Town.

The restriction shall establish, as applicable:

- Household income eligibility;
- Maximum affordable rent or sales price;
- Occupancy requirements;
- Requirements applicable to resale or transfer;
- Monitoring and reporting requirements; and
- Remedies for noncompliance.

The affordability restriction shall run with the property for the required affordability period and shall be binding upon subsequent owners as provided in the applicable agreement.

The Town may approve a longer affordability period when warranted by the amount of public investment or other characteristics of the development.

5. Funding Process

Funding for the Program shall be provided through the Housing Policy Fund or another legally eligible non-development-impact-fee funding source appropriated by the Town Council.

The Town shall determine the amount available for the Program through its annual budget process.

Approved assistance shall be transferred from the Housing Policy Fund or other authorized funding source to the appropriate Town development impact fee account on behalf of the qualifying development.

Program funding is subject to availability. The Town reserves the right to deny, reduce, or condition assistance for any application, including an otherwise

eligible application, based on available funding, project feasibility, alignment with the Town's housing goals, financial considerations, or other factors determined to be in the best interest of the Town. Meeting Program eligibility requirements does not guarantee approval or create an entitlement to funding.

Applications shall generally be considered in the order in which complete applications are received. When requests exceed available funding, the Town may prioritize projects based upon:

- Number of qualifying housing units created;
- Depth of affordability;
- Length of affordability commitment;
- Demonstrated financial need;
- Readiness to proceed;
- Ability to leverage other public or private investment; and
- Advancement of the Town's adopted housing goals and strategies.

6. Application and Approval

Applications must be submitted and approved prior to payment of the development impact fees for which assistance is requested.

At a minimum, an application shall identify:

- Applicant and property owner;
- Project location and description;
- Total number and type of housing units;
- Number of units for which assistance is requested;
- Proposed AMI level for each assisted unit;
- Proposed affordability period;
- Estimated eligible development impact fees;
- Project development schedule;
- Other public subsidies or incentives associated with the project; and
- Other information reasonably necessary to determine Program eligibility.

The Housing Administrator and Zoning Administrator, or their designees, shall jointly review applications for Program eligibility.

Applications meeting Program requirements may be administratively approved when the requested assistance is within the Program limits established by this Policy, sufficient appropriated funds are available, and administrative approval is permitted by applicable Town financial policies and law.

An application shall be forwarded to the Town Council when:

1. The requested assistance exceeds $150,000;
2. The applicant requests an exception from a material Program requirement;
3. Council approval is otherwise required by Town policy or applicable law.

7. Funding Reservation

Upon approval, the Town may reserve Program funding for the project for up to twelve (12) months.

The applicant must demonstrate reasonable progress toward development approval and construction during the reservation period.

If the project does not receive applicable final plat, site plan, building permit, or other required approval within the established timeframe, the Town may cancel the reservation and make the funds available to another eligible project.

The Housing Administrator and Zoning Administrator may jointly approve a reasonable extension when delays are outside the applicant's control and the project remains viable.

8. Payment of Assistance

Impact Fee Assistance shall not be paid directly to the applicant.

At the time eligible development impact fees become due, the Town shall apply the approved assistance on behalf of the qualifying unit or development and transfer the corresponding amount from the Housing Policy Fund or other approved funding source to the appropriate development impact fee account.

The applicant shall be responsible for any development impact fees exceeding the amount of approved assistance.

Assistance shall not be disbursed until all required agreements and affordability restrictions have been executed and, when applicable, recorded.

9. Repayment and Noncompliance

Impact Fee Assistance is conditioned upon continued compliance with the affordability requirements established by this Policy and the applicable assistance agreement.

Code and Regulatory Compliance. All developments receiving Impact Fee Assistance shall comply with applicable Town codes, ordinances, regulations, and adopted standards, including but not limited to the International Property Maintenance Code (IPMC), building codes, zoning regulations, grading requirements, mechanical and electrical codes, and applicable fire and life safety requirements established CAFMA. Compliance shall be maintained throughout the required affordability period.

One hundred percent (100%) of the Impact Fee Assistance provided by the Town shall be subject to repayment if, before expiration of the required affordability period:

1. An assisted unit is converted to an ineligible use;
2. The affordability restriction is terminated or violated;
3. An assisted unit is sold, transferred, or rented contrary to Program requirements;
4. The applicant fails to construct the qualifying units for which assistance was provided; or
5. The applicant materially violates the assistance agreement.
6. The applicant or property owner fails to correct material or repeated violations of applicable codes or regulations within the timeframe established by the Town or other applicable regulatory authority.

The Town may establish additional remedies, including prorated repayment provisions, through the assistance agreement when appropriate.

Any repayment shall be returned to the Housing Policy Fund or other originating funding source as legally appropriate.

The Town may pursue any additional remedies available under the assistance agreement or applicable law.

10. Administration and Monitoring

The Housing Administrator shall administer the Program in coordination with Development Services, Finance, Legal, and other Town departments as necessary.

The Housing Administrator may develop application forms, procedures, affordability calculations, monitoring requirements, and other administrative materials necessary to implement this Policy.

The Town shall maintain records identifying:

- Developments receiving assistance;
- Number of assisted units;
- AMI levels served;
- Amount of assistance provided;
- Development impact fee accounts receiving payment;
- Required affordability periods; and
- Compliance with Program requirements.

Recipients of Impact Fee Assistance shall submit quarterly reports to the Town documenting continued compliance with affordability requirements, applicable Town codes, CAFMA requirements, and other Program conditions. Reports shall be submitted within thirty (30) calendar days following the end of each calendar quarter, in a format prescribed by the Housing Administrator.

11. Funding Availability and No Entitlement

All Impact Fee Assistance is subject to annual appropriation and availability of funds.

Approval of this Policy does not obligate the Town Council to appropriate a specific amount to the Program in any fiscal year.

Meeting Program eligibility requirements does not create an entitlement to assistance. The Town may deny or reduce an award based upon available

funding, project characteristics, compliance concerns, or other reasonable Program considerations.

12. Compliance With Arizona Law

The Program shall be administered in accordance with applicable Arizona law, including A.R.S. § 9-463.05, Town Code, Town financial policies, and applicable development impact fee requirements.

Program assistance shall be funded from the Housing Policy Fund or another legally eligible source and not from development impact fee revenues.

When assistance constitutes a waiver of a development fee under applicable Arizona law, the Town shall reimburse the appropriate development fee account and provide any notice required by A.R.S. § 9-463.05.

13. Effective Date

This Policy shall become effective upon approval by the Prescott Valley Town Council and shall remain in effect until amended or repealed.

11/5/2026

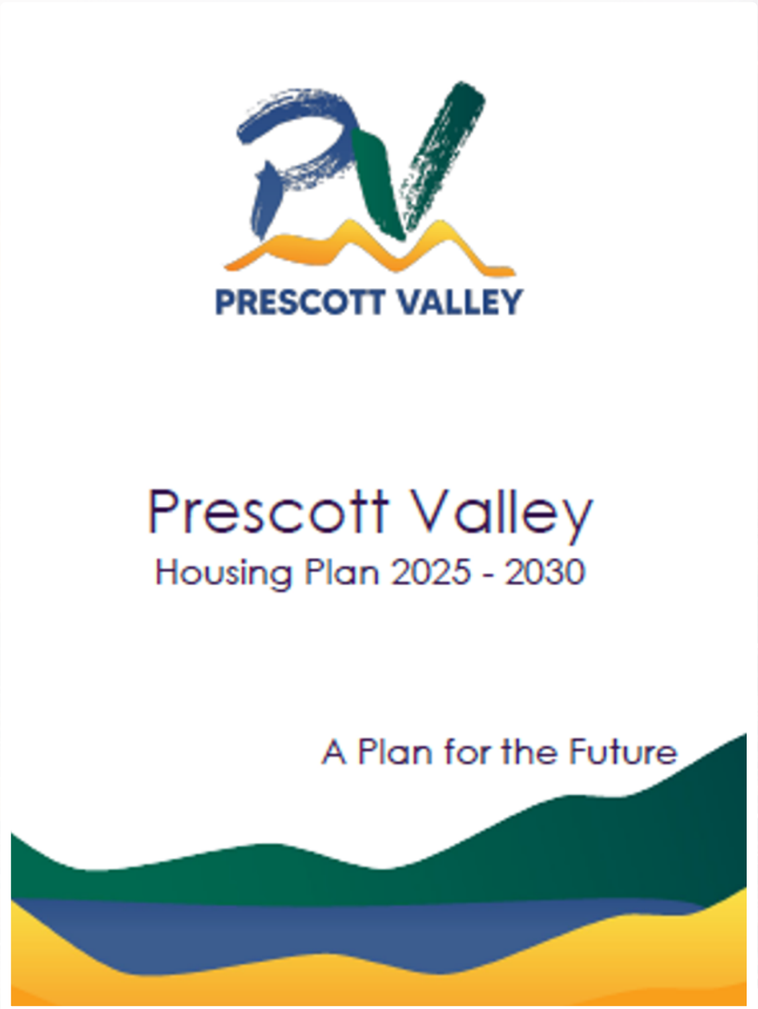
PRESCOTT VALLEY

Affordable Housing Initiative & Impact Fee Assistance Program

Affordable Housing Plan

KEY FOCUS AREAS

- Neighborhood & Housing Preservation
- Employer Support for Workforce Housing
- Affordable Owner-Occupied Housing
- Affordable Rental Housing



Affordable Owner-Occupied Housing

- Establish an impact fee/review cost fund for qualified individuals' or self-help programs developing owner occupied housing.
- Provide reduced/deferred fees proportionate with the number of designated affordable housing units in the development.

Affordable Rental Units

- Provide reduced/deferred fees proportionate with the number of designated affordable housing units on scale to encourage mixed-income rental development.

Housing Policy Fund

- $200,000 budgeted annually
- Supports affordable and workforce housing initiatives
- Impact fee assistance is one proposed use of the Fund
- No additional funding requested at this time.

Program Eligibility

- Maximum award: $150,000 per project
- Only qualifying units receive assistance
- Proposed assistance by household income level

≤ 60% AMI	**Up to 100%**
61-80% AMI	**Up to 75%**
81-120% AMI	**Up to 50%**

Requirements & Safeguards

- Minimum 20-year affordability period; longer terms may be negotiated
- Recorded affordability requirements and repayment provisions
- Ongoing code, CAFMA, and program compliance;
- Quarterly compliance reporting
- Joint review by Housing and Zoning Administrators

Discussion & Next Steps

- Receive council feedback and direction
- Return to Council for policy approval
- Implement the Impact Fee Assistance Program


PRESCOTT VALLEY

ITEM NO. 9e

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Robert Ticer, Police Chief

DEPARTMENT: Police Department

AGENDA TYPE: Consent Agenda

SUBJECT: Amendment 1 to Service Agreement (Yavapai Family Advocacy Center) - Consideration & Possible Action (Approve) [Robert L. Ticer, Chief of Police]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
The Town of Prescott Valley has historically contributed funding to Prevent Child Abuse AZ (“PCAAz”) for operation of a family advocacy center in the community through the Yavapai Family Advocacy Center ("YFAC"). The Center assists children and vulnerable adults that are victims of abuse, neglect, domestic violence, and/or sexual assault. Victims receive comprehensive crisis services onsite, including forensic medical exams, mental health counseling, and victim advocacy, as well as assistance with interaction

with local law enforcement and the Arizona Department of Child Safety, and with prosecution of perpetrators. The mission is to reduce trauma to victims of abuse. At its June 26, 2025 meeting, the Town Council approved renewal of the Agreement for a term from July 1, 2025, through June 30, 2028.

At the time of approval, the Agreement identified a price of $46,379 for FY 26/27. Since then, the Town has been made aware that YFAC no longer has a relationship with PCAAz and desires to have the Agreement be directly with YFAC. Also, the Town (through PVPD) has renegotiated the charges for FY 26/27 to keep the pricing the same as FY 25/26 ($35,000). The pricing for FY 27/28 will be discussed later between PVPD and YFAC as part of the Town's budget process.

Amendment 1 to the earlier Agreement is now proposed for approval by the Town Council changing the party from PCAAz to YFAC, and changing the pricing for FY 26/27 and 27/28. Invoices for FY 26/27 are also attached for verification.

RECOMMENDED MOTION:
Motion to approve Amendment 1 to what is now the YFAC Service Agreement to keep the negotiated amount at $35,000 for FY 26/27 (paid biannually at $17,500). **VOTE.**

STAFF RECOMMENDATION:
Staff recommends approval of Amendment 1 to what is now the YFAC Service Agreement to keep pricing at $35,000 for FY 26/27.

FISCAL ANALYSIS:
Total Cost of this Request: $35,000

Funding Source: General Police Department Operational Budget - 101-6000-621-3101

Budget Impact: $0 - currently in the Police Department's operational budget for $35,000

Purchasing Method and Results: Direct approval Service Agreement

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Attachments

YFAC - Amendment 1
YFAC Original Agreement
YFAC - Invoice 1 - FY 26/27
YFAC - Invocie 2 - FY 26/27

AMENDMENT 1

COMMUNITY SERVICES AGREEMENT

This first amendment to the Community Services Agreement between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter the "TOWN"), and YAVPAI FAMILY ADVOCACY CENTER (YFAC), a non-profit corporation of Arizona (hereinafter 'SERVICE PROVIDER");

NOW, THEREFORE, IT IS MUTAL AGREED THAT THE AGREEMENT IS AMENDED AS FOLLOWS:

SECTION 3 TOWN Performance. The performances of the Town under this Agreement shall be as follows:

- Payment of a total of $35,000 for Fiscal Year 2026-27 to SERVICE PROVIDER in two semi-annual installments for services provided. $17,500 shall be paid on or near October 1, 2026, and $17,500 on April 1, 2027. Payment for fiscal year 2027-2028 will be discussed in 2027 during the budget process. A proposed Municipal Funding Request for the 2027-2028 budget year will be provided to the Town of Prescott Valley in April of 2027 for the Town's review and further discussion.

TOWN OF PRESCOTT VALLEY, a municipal Corporation of Arizona (TOWN)

_____

Kell Palguta, Mayor

ATTEST:

_____

Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____

Ivan Legler, Town Attorney

YAVAPAI FAMILY ADVOCACY CENTER (YFAC), a non-profit corporation of Arizona ("SERVICE PROVIDER")

Melissa Sikora

Executive Director

COMMUNITY SERVICES AGREEMENT

THIS AGREEMENT, entered into this 26th day of June, 2025, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter the "TOWN"), and PREVENT CHILD ABUSE, INC., a non-profit corporation of Arizona (hereinafter "SERVICE PROVIDER");

WITNESSETH:

WHEREAS, ARS §9-240(B) specifically authorizes the TOWN to ensure the health, safety and welfare of the community in such areas as the prevention of disorderly conduct and disturbances, prostitution, gambling, disease, vagrancy, loitering, and delinquency; and

WHEREAS, the TOWN is impliedly authorized to promote other measures designed to ensure the health, safety and welfare of the community, including providing public funds to private organizations whose programs so benefit the community as a whole, so long as a specified public purpose is served and the public benefit to be obtained from the private organization is not far exceeded by the consideration being paid by the public [See, State ex rel. Corbin v. Superior Court ex rel. County of Maricopa, 159 Ariz. 307 (App. 1988)]; and

WHEREAS, TOWN has heretofore entered into a Lease Agreement with SERVICE PROVIDER dated September 23, 1999 (and subsequently amended), wherein SERVICE PROVIDER uses the former TOWN Hall-Library Site as the home for its Yavapai Family Advocacy Center; and

WHEREAS, the parties acknowledge that this Agreement is a separate agreement for community services from SERVICE PROVIDER, and its terms and provisions are separate from those of the Lease Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

SECTION 1 Purpose. The purpose of this Agreement is to assist in providing the following service within the TOWN:

Provide a family advocacy center where children or vulnerable adult victims of abuse, neglect, domestic violence, or sexual assault are assisted and their trauma reduced through investigation and prosecution through a multi-disciplinary team process.

SECTION 2 SERVICE PROVIDER Performances. The performances of SERVICE PROVIDER under this Agreement shall include (but expressly not be limited to) the following:

* Provide services to assure the safety of referred victims of family violence;

* Provide services at intake to reduce the trauma of victims;

* Provide a multi-disciplinary team response to incidents referred to the Center, according to protocol;

* Provide training to allied professionals and staff;

* Provide a quarterly report of services rendered and indicate how the TOWN's financial contribution was utilized by this service contract to date; and

* Provide an annual financial report to the TOWN for current year. Agencies on a fiscal year shall submit a written financial report to the TOWN by the 1st of November each year, while agencies on a calendar year shall submit a written financial report to the TOWN by the 1st of March each year.

SECTION 3 TOWN Performances. The performances of the TOWN under this Agreement shall be as follows:

* Payment of a total of $35,000.00 for Fiscal Year 2025-26 to SERVICE PROVIDER in two semi-annual installments for services provided. $17,500 shall be paid on October 1, 2025 and $17,500 on April 1, 2026. Payment of a total of $46,379.00 for Fiscal Years 2026-27 and 2027-28 to SERVICE PROVIDER in two semi-annual installments for services provided. $23,189.50 shall be paid on October 1 and $23,189.50 on April 1 in each of those fiscal years.

SECTION 4 Term . The term of this Agreement shall be during TOWN's FYs 2025-26, 2026-27, & 2027-28, beginning July 01, 2025 through June 30, 2028.

SECTION 5 Indemnification and Hold Harmless. To the fullest extent permitted by law, SERVICE PROVIDER shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all claims, damages, expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of SERVICE PROVIDER, its agents, employees or any tier of SERVICE PROVIDER's subcontractors in the performance of this Agreement. SERVICE PROVIDER's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused IN WHOLE OR IN PART by SERVICE PROVIDER's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of SERVICE PROVIDER, any tier of SERVICE PROVIDER's subcontractors or any other person

for whose acts, errors, mistakes, omissions, work or services SERVICE PROVIDER may be legally liable including the TOWN. Such indemnity does not extend to the TOWN's sole negligence.

Notwithstanding any other provision of this Agreement, this Section shall continue in full force and effect beyond any termination of the Agreement. The amount and type of insurance coverages required hereinafter shall not be construed as limiting the scope of the indemnity in this Section.

SECTION 6 Insurance. Without limiting any liabilities or other obligations of SERVICE PROVIDER hereunder, SERVICE PROVIDER shall, prior to commencing its work or services contemplated hereunder, secure and continuously carry with insurers authorized to do business in Arizona and possessing a current A.M. Best, Inc. Rating of B++6 or better, the following insurance coverages:

* Commercial General Liability insurance with a limit of not less than $500,000.00 for each occurrence, with a $1,000,000.00 Products/Completed Operations Aggregate and a $1,000,000.00. General Aggregate Limit. The policy shall include coverage for:

  - Bodily Injury
  - Broad Form Property Damage
  - Personal Injury
  - Products and Completed Operations, and
  - Blanket Contractual (including, but not limited to, the liability assumed under the indemnification provisions of this Agreement).

  The coverage shall be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X,C,U. The additional insured endorsement required hereinafter shall be at least as broad as the Insurance Office, Inc's Additional Insured, Form B, CG20101185, and shall include coverage for SERVICE PROVIDER's operations and products and completed operations.

Unless otherwise arranged for between SERVICE PROVIDER and the TOWN for specific events, SERVICE PROVIDER shall provide (at its own expense) all additional insurance policies, insurance policy endorsements, or additional insured agreements by insurers of third-party service providers as may be necessary to adequately cover the risk of the services provided by SERVICE PROVIDER under this Agreement. Where possible, these insurance policies, endorsements and additional insured agreements shall each name the TOWN, its officers, officials, employees, agents, successors, and assigns, as Additional Insureds.

The insurance policies required herein shall be maintained in full force and effect until all work or services contemplated hereunder are satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the TOWN, constitute a material breach of this

Agreement. The insurance policies required herein shall be primary insurance, and any insurance or self-insurance maintained by the TOWN shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of any of the insurance policy warranties shall not affect coverage afforded under the policies to protect the TOWN. The insurance policies required herein shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its officers, officials, employees, agents, successors, and assigns, for any claims arising out of SERVICE PROVIDER's work or services contemplated hereunder. The insurance policies may provide coverage which contains deductibles or self-insured retentions. However, such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. SERVICE PROVIDER shall be solely responsible for deductibles and/or self-insured retentions and the TOWN, at its option, may require SERVICE PROVIDER to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The TOWN reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein-required insurance policies and/or endorsements. The TOWN shall not be obligated, however, to review the same or to advise SERVICE PROVIDER of any deficiencies in such policies and endorsements, and such receipt shall not relieve SERVICE PROVIDER from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of SERVICE PROVIDER's obligations under this Agreement. Prior to commencing the work or services contemplated hereunder, SERVICE PROVIDER shall furnish the TOWN with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by SERVICE PROVIDER's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. Insurance evidenced by the Certificates of Insurance shall not expire, be canceled, or be materially changed without fifteen (15) days prior written notice to the TOWN. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

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

SECTION 7 Notices and Demands. Unless otherwise specifically provided herein, all notices, demands or other communications relating to this Agreement shall be in writing, and shall be deemed to have been duly delivered upon personal delivery or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

TOWN: Town of Prescott Valley
c/o Town Manager
7501 East Skoog Blvd
Prescott Valley, AZ 86314

SERVICE PROVIDER: Prevent Child Abuse, Inc.
c/o Director
P.O. Box 26495
Prescott Valley, AZ 86312

These addresses may be changed by either party by giving notice in writing. Such changes shall be deemed to have been effectively noticed five (5) days after being mailed by the party changing the address.

SECTION 8 Accounting and Auditing. SERVICE PROVIDER shall keep accurate and complete records of its performances hereunder in accordance with generally recognized accounting principles and practices. The TOWN (including its auditors) shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices and all other evidence of expenditures for the performances hereunder. Such records shall be kept by SERVICE PROVIDER and made available for one (1) year after completion of the performances hereunder or termination of this Agreement, whichever is later.

SECTION 9 Amendments of Agreement. Except as otherwise provided herein, this Agreement may be amended only by a written agreement fully executed by the parties hereto.

SECTION 10 Successors-in-Interest. This Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest of each of the parties hereto.

SECTION 11 Assignment. SERVICE PROVIDER shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

SECTION 12 Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (the "cure period") after written notice thereof from the other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said 30-day period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the cure period, the non-defaulting party shall have all rights and remedies which may be available under law or equity including, without limitation, the right to specifically enforce any term or provision hereof and/or the right to institute an action for damages.

SECTION 13 Waiver of Breach. No waiver by either party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein-contained.

SECTION 14 Ongoing Obligation. Each of the parties hereto shall execute and deliver all such documents and perform all such acts as are reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

SECTION 15 Consents and Approvals. The parties to this Agreement shall at all times act reasonably with respect to any and all matters which require either party to review, consent to, or approve any act or matter hereunder.

SECTION 16 Awarding of Costs. In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

SECTION 17 Savings Clause. In the event that any phrase, clause, sentence, paragraph, section, or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law. However, if any commitment to perform any act hereunder by any party is merely excused, the provision requiring such action shall be deemed to permit the action at the party's discretion. If that party fails to take such discretionary action within the cure period provided for in Section 12 hereinabove, the other party shall be entitled to terminate this Agreement.

SECTION 18 Choice of Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Arizona, and shall be deemed made and entered into in Yavapai County.

SECTION 19 Status and Authority of SERVICE PROVIDER. SERVICE PROVIDER represents and warrants that (a) it is a non-profit corporation fully organized, validly existing and in good standing under the laws of the State of Arizona, and (b) the execution, delivery and performance of this Agreement has been duly authorized by the responsible officers thereof.

SECTION 20 Corporate Status and Authority of TOWN. TOWN represents and warrants that (a) it is a validly existing and incorporated municipal corporation of the State of Arizona, (b) it has authority under applicable Town Codes and Arizona law to carry out its performances under this Agreement, and (c) its execution, delivery and performance of this Agreement has been duly authorized and entered into in compliance with its TOWN Code and applicable Arizona statutes.

SECTION 21 No Partnership or Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between SERVICE PROVIDER and the TOWN.

SECTION 22 No Third-Party Rights. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

SECTION 23 Construction of Agreement. This Agreement has been arrived at by negotiation and shall not be construed against a party simply because it played the larger part in drafting the Agreement or because it prepared the last draft.

SECTION 24 Time of the Essence. Time is of the essence in this Agreement.

SECTION 25 Merger Clause. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

SECTION 26 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute one and the same instrument.

SECTION 27 Statutory Conflict-of-Interest. In accordance with ARS §38-511, this Agreement provides that it may be canceled without penalty in the event of a conflict-of-interest as described in §38-511 by any person significantly involved in negotiating this Agreement on behalf of the TOWN. As far as the parties are aware at the time of this Agreement, no such conflict-of-interest exists.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representatives the day and year first-above written.

TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona, (TOWN)

Kell Palguta, Mayor

ATTEST:

Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

Ivan Legler, Town Attorney

PREVENT CHILD ABUSE, INC., a non-profit corporation of Arizona, ("SERVICE PROVIDER")

Executive Director

Claire Louge

Yavapai Family Advocacy Center

8485 E Yavapai Road
Prescott Valley, AZ 86314 USA
+19287750669
Finance@yfac.org
yfac.org

INVOICE

BILL TO
Town of Prescott Valley
PO Box 26495
Prescott Valley, AZ 86312

INVOICE PVPD
DATE 09/29/2026

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Annual Municipal Funds	YFAC MOU Municipal Funds - Biannual	1	17,500.00	17,500.00

Payment: ACH remittance is preferred.
Checks made payable to Yavapai Family Advocacy Center may also be mailed to:
8485 E Yavapai Road, Prescott Valley, AZ 86314

BALANCE DUE **$17,500.00**

Thank you for your support of our community and the Yavapai Family Advocacy Center.

Yavapai Family Advocacy Center

8485 E Yavapai Road
Prescott Valley, AZ 86314 USA
+19287750669
Finance@yfac.org
yfac.org

INVOICE

BILL TO
Town of Prescott Valley
PO Box 26495
Prescott Valley, AZ 86312

INVOICE PVPD4-2027
DATE 04/01/2027

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Annual Municipal Funds	YFAC MOU Municipal Funds - Biannual	1	17,500.00	17,500.00

Payments must be made payable to Yavapai Family Advocacy Center
ACH remittance is preferred.
Payment: ACH remittance is preferred.
Checks may also be mailed to:
8485 E Yavapai Road, Prescott Valley, AZ 86314

BALANCE DUE **$17,500.00**

Thank you for your support of our community and the Yavapai Family Advocacy Center.

ITEM NO. 10a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Ivan Legler, Town Attorney

DEPARTMENT: Legal

AGENDA TYPE: Old Business

SUBJECT: Proposed Repeal Ordinance No. 2023-930 Water Requirements Non-Subdivision Residential Developments - Consideration & Possible Action (2nd Reading) [Ivan Legler, Town Attorney]

VISION 2024 FOCUS AREA:

Water and Land Stewardship - Responsible planning for sustainable water management and land conservation.

SUMMARY/BACKGROUND:
On January 11, 2024, the Town Council adopted Ordinance No. 2023-930 requiring non-subdivision residential developments in the Town to obtain commitments for renewable water supplies (i.e., effluent interests, available extinguishment credits, etc.) or imported water supplies as a condition precedent for any Town approvals (similar to what residential subdivisions are required to obtain to receive Certificates of Assured Water Supply from the Arizona Department of Water Resources (ADWR) because of

the Town's location within the Prescott Active Management Area (AMA). The basis and authority for adopting said Ordinance was set forth in extensive recitals that explained (among other things) the importance of reserving the remaining buffer of Assured Water Supply Program allocation (available since the 1999 ADWR declaration that the AMA was no longer in a state of safe groundwater yield) for true commercial, retail, industrial and governmental services.

Unfortunately, the Town has since been notified by the Goldwater Institute that it believes Ordinance No. 2023-930 conflicted with the Arizona Groundwater Management Act. Goldwater also disagreed with the Town's position that it had sufficient authority to enact the Ordinance. The Goldwater Institute requested that the Town Council consider rescinding the Ordinance or face litigation by affected property owners.

Adoption of Ordinance No. 2023-930 was part of the Town's ongoing effort over many years to adopt a wide-ranging program of careful and prudent water management. The Town is committed to effective measures of water management now and in the future. In particular, the Town will seek legislative action and otherwise work with interested parties locally and throughout the state to help advance a statewide and/or AMA solution.

Nevertheless, Ordinance No. 2026-988 has been prepared for Town Council consideration as to whether Ordinance No. 2023-930 should be repealed in order to avoid potential long-lasting and divisive litigation (or other actions under Prop 207 or SB1487) that might be brought in relation to the policy Ordinance No. 2023-930 adopted regarding non-subdivision residential development.

THIS ACTION:

At its regular meeting on October 22, 2026, the Town Council voted to read Ordinance No. 2026-988 by title only on two separate occasions, then place the same on final passage. The Town Clerk then read the Ordinance for the first reading. It is now proposed that the Clerk read Ordinance No. 2026-988 by title only for the second reading, after which the Mayor will ask "Shall this Ordinance Pass?" The Council will then vote on whether to adopt Ordinance No. 2026-988 repealing Ordinance No. 2023-930. If the vote were in favor of adoption, the repeal would become effective 30 days thereafter.

RECOMMENDED MOTION:
[the Mayor instructs the Town Clerk to read Ordinance No. 2026-988 by title only for the 2nd Reading, then asks "Shall this Ordinance Pass?"] **VOTE.**

STAFF RECOMMENDATION:

Staff recommends reading and eventually adopting Ordinance No. 2026-988 repealing prior Ordinance No. 2023-930 related to water requirements for non-subdivision residential development.

FISCAL ANALYSIS:
No direct fiscal impact related to this particular action, but recommended as a means of avoiding future expenditures required for legal or other defenses.

Attachments

Ordinance No. 2026-988 repealing Ordinance No. 2023-930

ORDINANCE NO. 2026-988

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, REPEALING ORDINANCE NO. 2023-930 ADOPTED ON JANUARY 11, 2024 (AND EFFECTIVE FEBRUARY 11, 2024) THAT ENACTED A NEW SECTION 14-02-080 "NON-SUBDIVISION RESIDENTIAL DEVELOPMENTS" IN ARTICLE 14-02 "PLATTING PROCEDURES AND REQUIREMENTS" IN CHAPTER 14 "SUBDIVISIONS" (NOW SECTIONS 14-07-010 AND 14-07-020 IN ARTICLE 14-07 "NON-SUBDIVISION RESIDENTIAL DEVELOPMENTS" IN CHAPTER 14 "SUBDIVISIONS AND OTHER LAND PROJECTS") OF THE TOWN CODE RELATED TO NON-SUBDIVISION RESIDENTIAL DEVELOPMENTS THAT DO NOT OTHERWISE REQUIRE ISSUANCE OF CERTIFICATES OF ASSURED WATER SUPPLY (CAWS) BY THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR) IN THE PRESCOTT ACTIVE MANAGEMENT AREA (AMA); PROVIDING THAT ALL OTHER CHAPTERS, ARTICLES, AND SECTIONS OF THE TOWN CODE, NOT HEREIN REPEALED, SHALL REMAIN IN FULL FORCE AND EFFECT; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, on January 11, 2024, the Town Council of the Town of Prescott Valley, Arizona (Town), adopted Ordinance No. 2023-930 requiring non-subdivision residential developments to obtain commitments for renewable water supplies (i.e., effluent interests, available extinguishment credits, etc.) or imported water supplies as a condition precedent for any Town approvals (similar to what residential subdivisions are required to obtain in order to receive CAWSs from ADWR in the AMA); and

WHEREAS, the basis and authority for said adoption was set forth in the extensive recitals of Ordinance No. 2023-930, explaining (among other things) the importance of reserving the remaining buffer of Assured Water Supply Program allocation (after the January 12, 1999, ADWR declaration of the AMA no longer being in safe yield) for true commercial, retail, industrial and governmental services; and

WHEREAS, the Town has since been notified by the Goldwater Institute that it believes Ordinance No. 2023-930 conflicts with the Arizona Groundwater Management Act and disagrees with the Town's position it had authority to enact the same. It requested the Town rescind the Ordinance or face litigation by affected property owners to invalidate the Ordinance; and

WHEREAS, after consideration, the Town Council desires to avoid potential protracted and divisive litigation regarding the validity of the policy and its authority to enact and enforce it; and

WHEREAS, the Town has been clear that its adoption of Ordinance No. 2023-930 (and the policy therein) was in hopes and anticipation of a time when Arizona statutes and/or regulations and policies would be adopted to address this issue in the AMA and statewide; and

WHEREAS, the Council remains committed to participating with other interested individuals and groups statewide towards adoption of such statutes and/or regulations and policies, as well as pursuing other Town initiatives and efforts related to rational and sustainable water policy; and

WHEREAS, the Council finds that adoption of this Ordinance No. 2026-988 repealing Ordinance No. 2023-930 (and thereby removing Article 14-07 from the Town Code) is in the best interests of the community and is designed to ultimately further the health, safety and welfare of its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA, AS FOLLOWS:

SECTION ONE. That Ordinance No. 2023-930 is hereby repealed in its entirety (such that Article 14-07 is hereby removed in its entirety from Chapter 14 of the Town Code).

SECTION TWO. That all other Chapters, Articles, and Sections of the Town Code, not herein repealed, shall remain in full force and effect.

SECTION THREE. That this Ordinance shall be effective thirty (30) days after its passage and approval according to law.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, this 12th day of November, 2026.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

ITEM NO. 11a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: New Business

SUBJECT: Class A Bingo License, Victorian Estates Homeowners Association - Consideration & Possible Action (Public Hearing, Approval) [Fatima Fernandez, Town Clerk]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
Under A.R.S 5-404, the Town has a role in the issuance of bingo licenses by the Arizona Department of Revenue. The Town first receives the application, then sets a public hearing to be held within forty-five days. After the hearing, the Town Council either recommends approval or disapproval.

A Class A Bingo License application has been submitted for Town Council consideration by the Victorian Estates Homeowners Association (to be conducted at 1762 E Baker St., Prescott Valley, AZ 86314). The application is attached. After holding a public hearing, the Council is requested to recommend for or against approval of the application. If disapproved, the endorsement must contain the specific reasons for disapproval.

RECOMMENDED MOTION:
Motion to recommend approval of a Class A Bingo License for the Victorian Estates Homeowners Association. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends that the Council recommend to the Arizona Department of Revenue approval of this application for a Class A Bingo License.

FISCAL ANALYSIS:
The Arizona Department of Revenue requires a $5.00 application fee to the local governing body for this application.

Attachments

Class A Bingo License Application

This Application for Bingo License Packet includes:

- Arizona Form 833 — Application for Bingo License
- Arizona Form 830 — Affidavit
- Arizona Form 832 — Endorsement by Local Governing Body

It is advisable that you obtain and review a copy of the Arizona Revised Statutes on "Games of Bingo" and the Administrative Rules prior to initiating an application. These documents outline qualifications and requirements for obtaining a bingo license and may be obtained from:

- www.azleg.gov/ and
- www.azsos.gov/public_services/table_of_contents.htm

All forms must be complete and legible. *Please type or print using black ink only.* Forms are available in a fillable pdf format at Arizona Department of Revenue (ADOR) web site www.azdor.gov. Be sure to include on your application a telephone number where you (or another party responsible for the games) can be reached during the day.

The bingo license package for **new** license and appropriate fees must be sent to and approved by the local governing body (the city council for incorporated cities or the county board of supervisors for unincorporated areas) prior to submission to the ADOR Bingo Section. Upon their approval or disapproval, the local governing body will forward the license package to the ADOR Bingo Section.

Endorsement By Local Governing Body Form

Complete lines 2, 3, and 4 of *Arizona Form 832, Endorsement by Local Governing Body* and submit to your local governing body with the bingo license package. **A bingo license cannot be issued until this form is received by the ADOR Bingo Section.**

As part of the review of your application for a bingo license, the ADOR **Bingo Section will conduct an analysis of any purchase agreement for either equipment and/or real property to determine that such agreement is bona fide.** This analysis is conducted pursuant to A.R.S. 5-406.F. The Bingo Section does not "approve" these agreements as to content or other legal ramifications. You are strongly advised to consult with independent legal counsel to determine your rights and obligations under these agreements.

If you need additional forms or have any questions, please call the ADOR Bingo Section in Phoenix at (602) 716-7801.

CHECKLIST:

Send copies of all documents listed below unless otherwise noted. Before mailing, check to make sure that you have included the following:

1. ☒ **Original** completed Application for Bingo License (Arizona Form 833).
2. ☒ **Original** completed affidavits (Arizona Form 830). Class B and Class C applicants must include a completed affidavit for each person participating in the conduct of your games. Class A applicants must include a complete affidavit for each person participating as a manager, proceeds coordinator and supervisors.
3. ☐ Rental agreement if more than one licensee is using the same rented premises in which to hold bingo.
4. ☐ Application for Special Bonus Game (Arizona Form 831) available at www.azdor.gov. If you do not conduct special bonus games do not complete the application.
5. ☐ License fee payable to the Arizona Department of Revenue:

License Type	Fee
Class A	$10.00
Class B	$50.00
Class C	$200.00

6. ☐ The local governing body fee will be payable to the appropriate local governing entity:

License Type	Fee
Class A	$5.00
Class B	$25.00
Class C	$50.00

7. ☐ If applying as a **qualified organization**, a current membership list must be submitted and must indicate initial membership dates for all members of the applicant organization. Any person from any branch of the applicant who will be participating in the operation of bingo games must be included on the membership list.
8. ☐ If applying as a **qualified organization**, the following must be submitted: charter documents, articles of incorporation, corporate bylaws, articles of association, minutes of the establishment meeting, and minutes of meetings for two years (two months of each year) immediately prior to the date of application for the applicant, parent and auxiliary.
9. ☐ Purchase agreement for real property (where applicable).
10. ☐ Purchase agreement/bill of sale for bingo equipment and supplies.
11. ☐ **Original** local governing body endorsement.

Arizona Form 833 Application for Bingo License

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- **All bingo licenses expire one year from the date of issue.** To continue conducting live bingo games, you must renew your license prior to the expiration date pursuant to A.R.S. §§ 5-403(C) and 5-410.

1 Applicant's Name: ALFRED E PERRYMAN		
2a Mailing Address: 2074 N OXFORD		
2b City: PRESCOTT VALLEY	State: AZ	ZIP Code: 86314
3a Administrative Office Location: HOAMCO 3205 LAKESIDE VILLAGE		
3b City: PRESCOTT	State: AZ	ZIP Code: 86301
4a Name of Contact Person: KIM FLORES	4b Telephone No.: 928-776-6171	
4c E-mail Address: KFLO	4c Fax No.	

Falsification of information contained in this application constitutes a Class 6 felony.

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

81 PM	80 RCVD

5 **Class B and Class C license applicants only:** If applying as a qualified organization, *check one box* to indicate the type of organization:

☐ Charitable ☐ Social ☐ Religious ☐ Veterans
☐ Fraternal ☐ Volunteer Fire Department ☐ Homeowners Association ☐ Nonprofit Ambulance Service

6 **Class B and Class C license applicants only** applying as a qualified organization, ***provide parent or auxiliary information:***

6a Parent Name	6b Auxiliary Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

7 **Class B and Class C license applicants only** applying as a qualified organization, ***list the current officers or Board of Directors of the organization:***

7a Name	7b Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code
7c Name	7d Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

8 **Class B and Class C license applicants only:** Bingo checking account information:

Checking Account Number	Bank Name	Bank Branch

Continued on page 2 →

9 **Class B and Class C license applicants only:** Bingo interest-bearing account information:

Account Number	Bank Name	Bank Branch
NA		

10 **Class B and Class C license applicants only:** List all **officers and/or supervisors** authorized to sign checks from the accounts listed above. If applying as a qualified organization, all **supervisors must be members** of the applicant:

10a Name	**10b** Name
NA	
Title	Title

11 List the name(s) of the **one or two** persons who will serve as managers. If applying as a qualified organization, these persons **must be members** of the applicant. *Each person must submit an affidavit.*

11a Name	**11b** Name
ALFRED E PERRYMAN	
Title	Title
PRESIDENT VICTORIAN ESTATES HOA	

12 List the name of the **one** person designated as proceeds coordinator. If applying as a qualified organization, this person **must be an officer or director and a member** of the applicant. *Each person must submit an affidavit.*

Name	Title
ALFRED E PERRYMAN	PRESIDENT

13 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person **must be a member** of the applicant. *Each person must submit an affidavit. If additional names are required, please attach affidavits.*

13a Name	**13b** Name
CAROL SOMERVILLE	DIANA ANDERSON
Title	Title
SECRETARY	VICE PRESIDENT ACTIVITY COMM

14 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person **must be a member or new member** of the applicant. Except for "Class A" licensees, *each person must submit an affidavit.*

14a Name	**14b** Name
DIANE ANDERSON	PAT FOX
14c Name	**14d** Name
CAROL SOMERVILLE	

15 Street address of the **PHYSICAL** location where live bingo will be played:
1762 E BAKER PRESCOTT VALLEY AZ 86314 *

16 Games of Bingo must not exceed 5 days a week. Indicate the time on each respective day that live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	☐ a.m. 2:00 ☒ p.m.

3RD SAT EACH MO

* THIS ADDRESS DOES NOT RECEIVE MAIL

Continued on page 3 →

17 Indicate the type of premises where bingo will be played. *Check one box*:

a ☒ Neither rent nor mortgage will be paid from bingo funds.

b ☐ Rented or leased. *Attach rental affidavit and copy of rental agreement.*

Landlord's Name	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code

c ☐ Owned solely by the organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document*:

Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code

d ☐ Owned jointly with other organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document*:

1) Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code
2) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code
3) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code

18 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

18a Name NA	**18b** Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

Continued on page 4 ➔

19 Expected bingo expenses:

a Mortgage: $ NA per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

b Rent: $ NA per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

c Janitorial Services: $ NA per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

d Accounting Services: $ NA per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

e Security Services: $ NA per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

f Bingo Supplies: $ 50.00 per 2 TIMES YR

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

20 Who is your live bingo supplier? (For all bingo supplies). Do you foresee purchasing/renting machines as "technological aids for your live bingo games? NA AMAZON No

Continued on page 5 ➔

Applicant's Name (as shown on page 1)
ALFRED E PERRYMAN

APPLICATION FOR BINGO LICENSE

I, ALFRED E PERRYMAN, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

APPLICANT'S SIGNATURE | 10-21-2026 DATE | PRESIDENT HOA TITLE

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

❒ Approved ❒ Disapproved		❒ Class A License ❒ Class B License ❒ Class C License		
Reviewer's Name (please print)	Date	License Number	Effective Date	Expiration Date

Arizona Form 830 — Affidavit — Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name	License Number
ALFRED E PERRYMAN VICTORIAN ESTATES	

Position (check the appropriate boxes):
☒ Manager ☐ Supervisor ☒ Proceed Coordinator ☐ Assistant HOA PRESIDENT

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

Affiant's Name		
ALFRED E PERRYMAN		
Social Security Number [redacted]	Date of Birth [redacted]	
Address 2074 N OXFORD		
City PRESCOTT VALLEY	State AZ	ZIP Code 86314
Home Phone No. (with area code) 928 499-2995	Work Phone No. (with area code)	

81 PM | 80 RCVD

If licensee is a qualified organization, complete the following section:

Member?	Date Joined Organization
☒ Yes ☐ No	08-18-2008
Officers? ☒ Yes ☐ No	Officer Title PRESIDENT
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, ALFRED E PERRYMAN (AFFIANT'S NAME), the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

10-21-2026
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

Arizona Form 830 — Affidavit — Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name	License Number
ALFRED E PERRYMAN VICTORIAN ESTATES	

Position (check the appropriate boxes):
☐ Manager ☒ Supervisor ☐ Proceed Coordinator ☒ Assistant

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

Affiant's Name		
CAROL SOMERVILLE		
Social Security Number [redacted]	Date of Birth [redacted]	
Address: 1820 E FLEET		
City: PRESCOTT VALLEY	State: AZ	ZIP Code: 86314
Home Phone No. (with area code): 562 500 0115	Work Phone No. (with area code):	

81 PM | 80 RCVD

If licensee is a qualified organization, complete the following section:

Member?	Date Joined Organization
☒ Yes ☐ No	09 22 2025
Officers?	Officer Title
☒ Yes ☐ No	SECRETARY

Do you have an affidavit on file for any other licensee?
☐ Yes ☒ No If "Yes", list license number(s):

I, Carol Somerville (AFFIANT'S NAME), the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Carol L Somerville
Signature of Affiant

10/23/2026
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

ADOR 10327 (2/20)

Arizona Form 830 — Affidavit — Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name	License Number
ALFRED E PERRYMAN VICTORIAN ESTATES	

Position (check the appropriate boxes):
☐ Manager ☒ Supervisor ☐ Proceed Coordinator ☒ Assistant

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

Affiant's Name		
DIANE ANDERSON		
Social Security Number [redacted]	Date of Birth [redacted]	
Address: 1990 E REGENT		
City: PRESCOTT VALLEY	State: AZ	ZIP Code: 86314
Home Phone No. (with area code): 626-826-2367	Work Phone No. (with area code):	

81 PM | 80 RCVD

If licensee is a qualified organization, complete the following section:

Member?	Date Joined Organization
☒ Yes ☐ No	10 28 2022
Officers?	Officer Title
☒ Yes ☐ No	VICE PRESIDENT ACTIVITY Com.

Do you have an affidavit on file for any other licensee?
☐ Yes ☒ No If "Yes", list license number(s):

I, Diane Anderson (AFFIANT'S NAME), the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Diane Anderson
Signature of Affiant

10-23-26
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

Arizona Form 832 Endorsement by Local Governing Body

Bingo

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- **License Applicants:** Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- **Local Governing Body:** Complete and return with license package to the Department of Revenue Bingo Section. A.R.S. §§ 5-409 and 5-410

☒ New Application ☐ Change of Location

Date 10-23-2026

License Number

From (Name of local governing body)

Address (number and street, PO Box)

City | State | ZIP Code

Phone No. (with area code)

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

81 PM | 80 RCVD

1 This is to certify that on MMDDYYYY a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:
☐ Application for a bingo license by the following applicant.
☐ Application for a bingo license location transfer.

2 Applicant's Name: ALFRED E PERRYMAN

3 Location/Address where live bingo will be conducted: 17626 E BAKER | City: PRESCOTT VALLEY | State: AZ | ZIP Code: 86314

4 Fill in the time on the days live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐a.m. ☐p.m.	☐a.m. ☐p.m.	☐a.m. ☐p.m.	☐a.m. ☐p.m.	☐a.m. ☐p.m.	☐a.m. ☐p.m.	☐a.m. 2:00 ☒p.m.

EVER 3 SAT OF MO

5 Who is your live bingo supplier? AMAZON

6 Recommendation for the application: ☐ Approved ☐ Disapproved

7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME

SIGNATURE | DATE | TITLE

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

ADOR 10326 (2/20)

ITEM NO. 11b

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: New Business

SUBJECT: Resolution No. 2026-2466 Amendments to Town Policy 5-02 "Public Records Access" - Consideration & Possible Action (Authorize Signature) [Fatima Fernandez, Town Clerk]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

SUMMARY/BACKGROUND:

At the November 5, 2026, Town Council Study Session, the Town Clerk provided an overview of public records requests, including the procedures and legal requirements governing access to records. The presentation was intended to promote public awareness of the records request process and the Town's responsibilities under

Arizona law, which requires public officers and public bodies to maintain records reasonably necessary to provide an accurate accounting of their official activities and government-funded activities.

Town initiatives to expand public access to records through online public portals and other accessibility measures were also discussed. In addition, challenges associated with AI-generated public records requests were addressed, including the increased volume, detail, and complexity of requests, which have contributed to longer processing times and processing backlogs.

It is now proposed that the Town Council consider voting to authorize signature of Resolution No. 2026-2466, adopting updates to Town Policy No. 5-02 "Public Records Access". The proposed updates incorporate electronic submission and filing procedures, clarify existing language, and align the policy with applicable Arizona law.

RECOMMENDED MOTION:
Motion to authorize the Mayor to sign Resolution No. 2026-2466 adopting updates to Town Policy 5-02 "Public Records Access". **VOTE.**

STAFF RECOMMENDATION:
Staff recommends authorizing signature of Resolution No. 2026-2466 adopting updates to Town Policy 5-02 "Public Records Access".

FISCAL ANALYSIS:
The proposed revisions are primarily administrative and compliance oriented. There is minimal impact on financial revenue collected from public records requests.

Attachments

Resolution No. 2026-2466 Amendments to Policy 5-02 Public Records Access
Public Records Access Policy 5-02 - Redline

RESOLUTION NO. 2026-2466

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, ADOPTING REVISED POLICY NO. 5-02 "PUBLIC RECORDS ACCESS" OF THE TOWN OF PRESCOTT VALLEY POLICIES AND PROCEDURES; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, ARS §41-1345 requires each state and local agency to establish and maintain a records management program, submit retention schedules, and appoint a records coordinator; and

WHEREAS, in accordance with ARS §41-1346, the Town first developed a comprehensive records management policy manual in 1993; and

WHEREAS, by Resolution No. 1029 (dated July 26, 2001), the Town Council resolved that a new "Prescott Valley Policies and Procedures Manual" be adopted, which Policies and Procedures Manual consolidated all Town policies (e.g. the Personnel Manual, the Procedures Manual and other manuals) into a single notebook made up of individual, numbered polices on various topics; and

WHEREAS, on November 21, 2002, the Council adopted, through Resolution No. 1134, the Town of Prescott Valley Public Records Inspection and Disclosure Policy and Procedures setting forth policies establishing uniform procedures for handling public records requests as required by federal, state and local laws; and

WHEREAS, by Resolution No. 1386 (dated October 13, 2005), the Town Council adopted Policy No. 5-02 “Public Records Inspection & Disclosure”, which updated the Town's records management program by providing for more coordinated response to public records requests; and

WHEREAS, by Resolution No. 1397 (dated December 1, 2005), the Town Council renamed Policy 5-02 “Public Records Access” and updated it to better distinguish public records requests from civil case discovery and criminal case disclosure, and clarified the procedure for redacting non-public, private, confidential, or otherwise protected material that may be included in otherwise public records prior to release of said records;

WHEREAS, technology has been developed to process and track public records requests electronically, further streamlining public access to public records; and

WHEREAS, the Town Council desires now to update Town Policy No. 5-02 to establish procedures for receiving and responding to public records requests via electronic platforms;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COM_MON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA:

1. That the amended Policy No. 5-02 "Public Records Access" (of the Town of Prescott Valley Policies and Procedures) attached hereto and expressly made a part

hereof, be hereby adopted.

2. That, in the event any policies adopted herein are found to be in conflict with duly-adopted Federal statutes or regulations, Arizona statutes or regulations, or Prescott Valley codes or regulations, such statutes, codes or regulations shall apply.

3. That, if any provision in this Resolution is held invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, but shall continue in full force and effect.

4. That this Resolution shall be effective after its passage and approval according to law.

RESOLVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, this 12th day of November 2026.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

ADMINISTRATIVE POLICIES

PUBLIC RECORDS ACCESS

Records

Resolution No. ~~1397~~2026-2466; Number 5-02

5-02-1 POLICY

In accordance with Arizona and Federal law, the public shall have access to public records and other matters in the custody of officers of the Town of Prescott Valley.

5-02-2 PURPOSE

The purpose of this policy is to establish procedures for handling requests for access to public records and other matters in the custody of officers of the Town of Prescott Valley. Public records and other matters in the custody of Town officers will generally be open to inspection by any person at all times during office hours unless they are (a) made confidential by statute, (b) involve privacy interests which outweigh public interests, or (c) are otherwise protected from access in the best interests of the State (including the Town). The Town Clerk or designee will be primarily responsible for administering these procedures. These procedures are intended to provide prompt and uniform access to public records and other matters in the custody of Town officers and to ensure compliance with applicable Arizona and Federal laws.

5-02-3 APPLICABILITY

This policy generally applies to all requests for access to public records and other matters in the custody of Town officers. However, this policy does not apply to (a) requests for access to records and matters in the custody of the Magistrate Court (subject to the Rules of the Supreme Court of Arizona), (b) discovery under the Rules of Civil Procedure for the Superior Courts of Arizona or disclosure under the Rules of Criminal Procedure, or (c) requests from agencies or political subdivisions of the U.S. government or State of Arizona.

5-02-4 REFERENCE

A. ARS §39-121 et seq.

~~A.~~B. ARS §41-151 Provides the definition of what is, as well as what is not, a record.

~~B.~~C. Town Code §3-02-020

~~C.~~D. ~~Town Code §13-27-060~~ ARS §39-121.03(D) Commercial Purpose Fee and the Town of Prescott Valley Comprehensive Fee Schedule ("Fee Schedule")

~~D.~~E. Town Council resolutions setting charges (as adopted from time to time)

~~E.~~F. Prescott Valley Police Department General Orders (as amended)

~~F.~~G. ACJIS computer system requirements (ACIC/NCIC/MVD)

~~G.~~H. Arizona Agency Handbook (Arizona Attorney General)

5-02-5 DEFINITIONS

Commercial Purpose means the use of a public record for the purpose of sale or resale or for the purpose of producing a document containing all or part of the copy, printout or photograph for sale or the obtaining of names and addresses from public records for the purpose of solicitation or the sale of names and addresses to another for the purpose of solicitation ~~or~~ for ~~any purpose in which the purchaser can reasonably anticipate the receipt of~~ monetary gain ~~from the direct or indirect use of the public record~~. Gathering newsworthy facts from public records to include in a newspaper or other publication is not a commercial purpose. Obtaining information for insurance claims adjustment purposes and use of public records as evidence or as research for evidence in an action in any judicial or quasi-judicial body ~~is~~ are also not ~~a~~ commercial purposes.

Non-Commercial Purpose means any use of a public record for purposes other than for monetary gain from the direct or indirect use of such public record.

Public Records means all books, papers, maps, photographs or other documentary materials, regardless of physical form or characteristics, including prints or copies of such items produced or reproduced on film or electronic media, made or received by any governmental agency in pursuance of law or in connection with the transaction of public business and preserved or appropriate for preservation by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations or other activities of the government, or because of the informational and historical value of data contained therein. Library

or museum material made or acquired solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, and stocks of publications or documents intended for sale or distribution to interested persons are not included.

5-02-6 PROCEDURES

A. REQUESTS TO INSPECT OR OBTAIN COPIES OF PUBLIC RECORDS

Public Records not available on the Town's website shall be requested by customers through the JustFOIA platform. The Town of Prescott Valley has created two JustFOIA forms available for submission of public records requests by customers. The Police Department has a JustFOIA Form pursuant to specific security protocols for police records. The Town JustFOIA Form is utilized for residents to submit PRRs for public records or other matters in the custody of Town officers. JustFOIA has automated workflow and templates that provide notifications to users after specific actions or mentions are made within the system. Any requests received via email will be entered into the JustFOIA platform for tracking and processing purposes. This portal allows customers to create an account where they can login, submit requests for records, and view the status of their request(s) in addition to searching the Archive. JustFOIA offers efficiency as it includes workflows that automatically assign requests to the appropriate staff/department, offers deflection responses to customers when the same data has already been uploaded to the portal, and provides confidence that all PRRs are handled consistently and promptly to reduce risk to the Town. When a request is received through JustFOIA, the following process occurs:

1.JustFOIA sends an automated response to the customer acknowledging that the request has been received and is being processed.

2.Staff analyzes the request for any clarification needed or feedback from the Legal Department. If the request is unclear or vague, assigned staff sends a message to the customer through JustFOIA requesting clarification or a narrowed down scope.

3. Staff assigns the request to the appropriate staff member or department, depending on the record type requested, and sends staff an email notification.

4. If a department has verified all sources and finds that no records exist, the assigned staff will notify the Clerk's office and update the request status accordingly.

5. As staff uploads each record as an attachment in JustFOIA, a determination is made as to which records should be tagged for redaction, non-responsive or other.

6. If payment is required, staff will create an invoice in JustFOIA and email message to the customer. Once an invoice is paid, records will be released through the platform.

7. Once all records have been made accessible and the customer has been notified, then the request shall be closed/completed by assigned staff.

8. Any supplemental emails requesting new records after the request has been completed, will be considered new requests which will need to go through the original process.

B. REQUESTS FOR IN-PERSON INSPECTION OF PUBLIC RECORDS

~~A. Requests to inspect and/or receive copies of public records or other matters in the custody of Town officers must be in writing. Requests made in person shall be directed to the Town's PUBLIC RECORDS ACCESS REQUEST FORM ("Request Form"). Persons making requests or any written requests received shall be directed to the appropriate custodian of records for the department from which the public records or other matters are being requested ("department custodian"). If the appropriate department custodian is unknown, said persons or written requests received shall be directed to the Town Clerk. The Town Clerk or the department custodian may return any written request without further processing if it lacks the specificity necessary to identify the public records or other matters to which access is requested. Any department custodian may forward a request to the Town Clerk for coordinated processing. In the event the Request Form is processed by a department custodian, the department custodian shall document the response by completing the box on the second page of the Request Form and forwarding a copy to the Town Clerk.~~

Because public records and other matters may not be inspected at such times and in such manner as to disrupt public business, persons wishing to visit a Town office to personally inspect public records may be asked by the department custodian or the Town Clerk (as appropriate) to return at a mutually convenient time between the hours of 8:00 a.m. and 5:00 p.m. during a week day for that purpose. ~~The Town may, in its sole discretion, authorize on-line, remote electronic access to public records and other matters in the custody of Town officers. Any on-line, remote electronic access shall be conditioned upon the user's agreement to access the information only as instructed by the Town, to not attempt any unauthorized access, and to consent to monitoring by the Town.~~

~~B.~~C. COMMERCIAL PURPOSE

Persons requesting reproductions of public records for ~~or other matters for one or more~~ commercial purposes must complete the *Commercial Purpose Statement* contained in ~~the Request Form~~the JustFOIA platform. Any individual who knowingly falsifies the *Commercial Purpose Statement*

is guilty of a class 6 felony.

Upon receipt of the ~~Request Form with the~~ completed *Commercial Purpose Statement*, the Town Clerk or the department custodian (as appropriate) may assess the commercial purpose fee or any other fee as applicable in the adopted Fee Schedule and then furnish~~.~~ the reproductions of the records. ~~and assess a charge in accordance with Subsection 6.3.25-02-6(C)(2).~~

Pursuant to ARS ~~5~~§39-121.03(B), any custodian of a public record is authorized to apply to the Governor to request that the Governor prohibit by Executive Order the furnishing of copies, printouts or photographs in instances where that custodian determines that the commercial purpose stated in the verified certification is a misuse of public records or is an abuse of the right to receive public records.

~~C.~~D. CHARGES

Persons requesting access to public records or other matters in the custody of Town officers will be assessed the following costs:

1. Non-Commercial Purpose[1]

~~Persons requesting access to public records or other matters in the custody of Town officers for non-commercial purposes shall pay the following charges:~~

a. Cost of materials/supplies used to provide copies of paper, audiotape, videotape, microfilm, computer or electronic based records (including copies made for purposes redacting, faxing, scanning, etc.) as set forth ~~from time to time by Council resolution;~~ in the ~~adopted Town Council Consolidated~~ Fee Schedule.

b. Cost of labour to prepare copies (but not labour to search for records). Labour costs may include computer time, programming costs, consultant costs, etc. to scan, retrieve, redact, program or translate data involved with electronic public records and other matters in the custody of Town officers;

[1] Per ARS§39-122, these charges shall not apply to requests concerning (a) claims for pensions, allotments, allowances, compensation, insurance or other benefits presented to the United States or a bureau or department thereof. The charges related to providing paper copies of criminal case files shall not apply to "victims" as defined in ARS§ 13-4401 and/or their attorneys involved in the cases. Charges for documents provided under subpoena in civil actions to which the Town is not a party are prescribed by ARS§ 12-351.

c. Postage costs; and

d. Actual other unique production-type costs.

As a general rule, estimated charges shall be paid by the requestor prior to the delivery of the requested public records or other matters in the custody of Town officers. Charges shall be payable to the Town of Prescott Valley by cash, credit or debit card, or certified funds. Nothing herein shall preclude the Town Clerk or department custodian from billing charges at or after delivery of the public records or other matters to (and accepting non-certified funds from) requestors whose corporate or similar legal status or history of prior payment for such requests are reasonable indicators that payment will be received. In the event of non-payment by the requester within the reasonable time specified by the Town Clerk or department custodian, said officers shall not deliver subsequently-requested records or matters until payment has first been received for earlier records or matters.

2. Commercial Purpose

~~**Persons requesting access to public records or other matters in the custody of Town officers for commercial purposes shall pay the following charges (as set from time to time by Council resolution):**~~

a. Cost to the Town of obtaining the original or copies of the requested public records or other matters;

b. A reasonable charge for the cost of time, postage, equipment, and personnel in producing such reproductions; and

c. The value of the reproductions will be based on ~~the Factors to be considered in determining the amount charged are:~~ the time expended in retrieving the public records or other matters; transportation costs, if any; and the actual cost to the Town in terms of special equipment or processing required.

If the Town Clerk or department custodian believes that the commercial purpose of a reproduction is a misuse of public records or an abuse of the right to receive them, he/she may request the Governor to prohibit the furnishing of reproductions for such commercial purposes by Executive order. [ARS §39-121.03(B)]

~~D.~~E. TIMELY RESPONSE

In accordance with ARS §39-121.01(D) and ARS §39-171(B), upon receipt of a public records request, the Town Clerk or the department custodian (as appropriate) shall reply within five business days acknowledging receipt of the request. After the acknowledgement of the request the Town Clerk or the department custodian (as appropriate) shall promptly respond to requests for access to public records and other matters in the custody of Town officers. Whether the response to a particular request is prompt must in all cases be a factual determination depending on what is reasonable under the circumstances. The relevant factors to consider are the Town's resources, the nature of the request, the content of the records, and the location of the records. ~~upon the accessibility of the records or other matters.~~ If all records requested cannot be furnished at one time, the records should be released on a rolling basis as the records become available.~~In the event any request cannot be processed within ten (10) working days after receipt of the Request Form, the requestor will be so advised of the delay and the reason for it.~~

~~E.~~F. PRIVATE, NON-PUBLIC OR CONFIDENTIAL RECORDS OR OTHER MATTERS

All or parts of records or other matters in the custody of Town officers may contain private, non-public or confidential information. Such private non-public or confidential information includes:

1. Records or other matters made non-public, private or confidential by Arizona or Federal statute;

2. Records or other matters otherwise involve privacy interests of persons; and

3. Records or other matters, the release of which would be detrimental to the best interests of the State (including the Town).

Pursuant to Arizona and Federal law, such private, non-public or confidential information is available only to "qualified persons", namely (a) the individuals who are the subject of the information, (b) employees of the Town whose work necessitates access to the information, (c) agencies or subdivisions of the U.S. government or State of Arizona who are authorized by statute to obtain such information, and (d) entities or individuals given access under the express written direction of the information subject. Qualified persons may generally obtain access to private, non-public or confidential information by submitting a ~~Request~~ JustFOIA Form pursuant to Section ~~6.1~~5-02-6(A) of this policy. However, Town employees shall follow the procedures set forth in other applicable Town policies, and agencies or subdivisions of the U.S. government or State of Arizona shall follow such other statutes or regulations as are applicable to them.

In any event, the Town reserves the right to require reasonable confirmation of identity from individuals requesting access to private or non-public information to ensure that the individuals

are qualified. The Town also reserves the right to charge persons requesting copies of private or non-public information in accordance with Section ~~6.3~~5-02-6(D).

When non-public, private, confidential, or otherwise protected records or other matters are commingled in a single document with public records or other matters, a copy of the document may be made available for public inspection and copying with the non-public, private, confidential, or otherwise protected matter redacted. If non-public, private, confidential, or otherwise protected records or other matters have been attached to otherwise public records or other matters, the non-public, private, confidential, or otherwise protected records or other matters so attached may be removed.

Upon receipt of a Request Form, the Town Clerk or department custodian (as appropriate) shall make a preliminary determination as to whether the requested records or other matters are wholly or in part non-public, private, confidential, or otherwise protected. In the event either determines that the requested records or other information (or parts thereof) are non-public, private, confidential, or otherwise protected, he or she may redact the non-public, private, confidential, or otherwise protected material and release the remainder to the requestor. In the event the Town Clerk or department custodian (as appropriate) is uncertain as to the correct redactions or determines that the requested public records or other matters are wholly non-public, private, confidential, or otherwise protected, he or she shall forward the Request Form to the Legal Department for review. The Town Attorney (or designee) shall issue a written opinion to the Town Manager as to whether all or part of the requested records or other matters should be released, along with the reasons therefore. The final decision shall be made by the Town Manager.

G. NO DUTY TO CREATE A RECORD THAT DOES NOT EXIST

The public records laws do not require the Town to prepare a record, document, or material that is not in existence at the time of the request. An effort will be made to identify existing records reasonably related to the subject of the request.

~~F.~~H. RESPONSIBILITIES

All Town employees shall adhere to all records management policies and procedures as follows:

1. Directors are responsible to ensure the overall management and completeness of responses to public records requests within their respective divisions, departments or offices. Upper Level Management shall designate Record Division Leader. The

designation of more than one Record Division Leader is suggested for larger divisions to ensure adequate back-up. A current list of the names and contact information for the Record Division Leaders shall be maintained by the Town Records Coordinator who will provide an updated list to the Public Records Officer whenever a change is made.

2. Each employee who has custody of a public record ("Custodian") is responsible for locating and producing or preserving that record in response to a request. The Custodian, in conjunction with a Record Division Leader is responsible for documenting the actions taken to respond to such requests including, as appropriate, entry into the Public Records Request platform JustFOIA.

~~G.~~I. COMPLAINTS

Any complaint from or dispute by requesters related to access under this policy to records or other matters in the custody of Town officers may be directed, in writing, to: Town Manager, 7501 E. ~~Civic Circle~~Skoog Blvd., Prescott Valley, Arizona 86314.

ITEM NO. 11c

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Gilbert Davidson, Town Manager

DEPARTMENT: Town Manager's Office

AGENDA TYPE: New Business

SUBJECT: Approval of Draft Report and Adoption of Resolution to Establish New Development Impact Fees - Consideration & Possible Action (Approve & Authorize Signature) [Ryan Judy, Deputy Town Manager]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
The Town of Prescott Valley has undertaken a comprehensive update to its Development Impact Fees (DIFs) for streets, police, and parks/recreation facilities, as detailed in the attached Prescott Valley Non-Utility Draft DIFs Report dated October 29, 2026. This Report, prepared by Town consultant Raftelis, supplements the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) that the Town Council

approved at its September 24, 2026 meeting (and aligns with the requirements of Arizona Revised Statutes §9-463.05). The Report covers the ten-year period from FY 2026-27 to FY 2036-37, and is designed to ensure that new development pays its proportionate share of infrastructure costs necessary to accommodate growth (without subsidizing existing deficiencies or ongoing operations and maintenance).

Arizona's enabling legislation mandates that DIFs be based on LUA for at least ten years, and an IIP. DIFs must reflect the same level of service provided to existing development, and may only be used for capital improvements or debt service related to growth. The Town's 2026 DIFs Report includes DIFs for streets, public safety facilities (police), and parks/recreation (with the Library DIF continuing only for debt service and intra-fund loans on the Town facility financed before June 1, 2011). The methodologies used in the Report—recoupment, incremental expansion, and plan-based—are industry-standard and ensure that DIFs are proportionate and reasonably related to the capital improvement demands of new development.

The proposed DIFs are structured by development type. For residential units, DIFs are charged per dwelling (with single-family and multifamily classes). For nonresidential development, DIFs are assessed per square foot of floor area (with categories for industrial, office/other services, and retail/restaurants). It is proposed that the maximum supportable DIFs for single-family dwellings be adopted: $3,616 (for streets), $676 (for police), $1,654 (for parks/recreation), and $1,589 (for library), totaling $7,535. It is proposed that the maximum supportable DIFs for multifamily dwellings be adopted: $2,457 (for streets), $596 (for police), $1,458 (for parks/recreation), and $998 (for library), totaling $5,509. And it is proposed that maximum supportable rates for nonresidential DIFs per square foot be adopted for two categories: industrial $0.98, and office/other services $2.13 (for streets); industrial $0.24, and office/other services $0.52 (for police); and industrial $0.27, and office/other services $0.69 (for parks/recreation). It is not, however, proposed to adopt the maximum supportable fee for the retail/restaurants category. The total maximum supportable fee for this category would be $7.24/sq ft (representing an 84% increase over the current total fee of $3.94/sq ft). Staff is recommending, instead, adoption of: retail/restaurants $3.26 (for streets), retail/restaurants $1.74 (for police), and retail/restaurants $0.52 (for parks/recreation), a total of $5.52/sq ft. This still represents a 40% increase (and is larger than the other fee category increases). Without a property tax, Prescott Valley is highly reliant on transaction privilege taxes (sales taxes) and it is important that the Town remain at a competitive advantage when retailers are looking at new locations in the quad city area.

Revenue projections based on these recommended DIFs (and the LUA) indicate that over the next ten years, the streets DIF would generate approximately $11.77 million, the police DIF would generate $2.51 million, and the parks/recreation DIF would generate $5.21 million (assuming development occurs as projected). The library DIF is expected to yield approximately $403,000 in the next year.

The Report confirms that Prescott Valley complies with all statutory requirements (including evaluation of credits to avoid double payment by new development), and that no offset is required for construction excise tax (inasmuch as the Town does not charge a rate higher than other business activities). The proposed new DIFs are designed to ensure that new development contributes its fair share to the Town's infrastructure needs, supports sustainable growth, and maintains the quality of public services. The methodologies and statutory compliance documented in the Report provide a transparent and equitable framework for DIFs assessment.

[Note: a recent amendment to Arizona enabling law has required an additional time period before new DIFs can become effective. It is, therefore, proposed that the effective date of these new DIFs be established to comply with that amendment.]

It is proposed that the Town Council consider voting to approve the Prescott Valley Non-Utility Draft DIFs Report dated October 29, 2026, and authorize signature of Resolution No. 2026-2465 adopting the new DIFs as proposed (on the effective date described therein).

RECOMMENDED MOTION:
Motion to approve the Prescott Valley Non-Utility Draft DIFs Report dated October 29, 2026, and to authorize signature of Resolution No. 2026-2465 adopting proposed new Development Impact Fee rates (as of the effective date described therein). **VOTE**.

STAFF RECOMMENDATION:
Staff recommends approving the Report and authorizing signature of Resolution No. 2026-2465 to adopt the recommended new DIFs (as of the effective date described therein).

FISCAL ANALYSIS:
Revenue projections based on these proposed new DIFs indicate that over the next ten years, the streets DIF would generate approximately $11.77 million, the police DIF would generate $2.51 million, and the parks/recreation DIF would generate $5.21 million (assuming development in the community occurs as projected). [Note: these projections are based on the maximum supportable fee. Since the recommended fees for the retail/restaurants category are lower than the maximum supportable fees, the estimated revenue from this category will result in slightly lower collections. The library DIF is expected to yield approximately $403,000 in the next year.

Attachments

Resolution #2026-2465
Non-Utility Development Impact Fee Report
DIF PowerPoint

RESOLUTION NO. 2026-2465

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, RESCINDING ASSESSMENT OF DEVELOPMENT IMPACT FEES AS APPROVED IN RESOLUTION #2023-2300, ENACTING NEW DEVELOPMENT IMPACT FEES, AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW

WHEREAS, ARS §9-463.05 provides for imposition of development impact fees by Arizona cities and towns to offset costs associated with providing "necessary public services" to new development; and

WHEREAS, on March 22, 1995, the Town Council adopted Ordinance No. 357 establishing a procedure for adoption of development impact fees in accordance with ARS §9-463.05; and

WHEREAS, beginning with Resolution No. 624 (April 27, 1995), the Council has implemented certain development impact fees from time to time in order to provide necessary public services related to new development; and

WHEREAS, by Resolution No. 1461 (September 14, 2006), the Council adopted development impact fees, including a Circulation System Fee, a Public Safety Fee, a Recreation, Parks & Open Space Fee, a Civic Fee, and a Library Fee, but continued the prior suspension of the application of the Circulation System, Public Safety and Civic Fees against non-residential development (which suspension was subsequently extended by Resolutions No. 1590, No. 1712, and No. 1775); and

WHEREAS, to comply with revisions to ARS §9-463.05 made by the state legislature at the behest of home builders in SB 1525, the Town Council adopted Resolution No. 1775 on Dec 8, 2011 which rescinded assessment of the civic development impact fee and discontinued application of any development impact fees on schools (as of January 1, 2012), reconfirmed assessment of the library development impact fee until such time as the town’s certificates of participation, series 2007, have been paid in full and the General Fund reimbursed for any loans made to the library impact fee fund, and extended the suspension of assessment of the circulation system and public safety development impact fees against non-residential development until August 1, 2014; and

WHEREAS, ARS §9-463.05 no longer permits collection of development impact fees for large library facilities similar to the Town's "joint facility", but expressly provides for continuation of assessing such fees if they have previously been used to pay financing costs for such facilities for so long as such financing obligations may continue; and

WHEREAS, ARS §9-463.05 requires that certain development impact fees apply to all categories of development (unless the costs thereof are reimbursed from the general fund); and

WHEREAS, on May 15, 2014 the Town Council adopted Resolution 1878, providing revised development impact fees for Circulation System, Public Safety, and Parks fees and continuing the Library Fee until such time that related debt service payments and loans made by the General Fund to the Library Impact Fee Fund were repaid; and

WHEREAS, the Town Council adopted Amendment #1 to the 2014 Infrastructure Improvement Plan on July 27, 2017 (and subsequently adopted Amendment #2 on September 27, 2018); and

WHEREAS, on November 6, 2018 the Town posted a notice of "Determination of No Change to Infrastructure Improvement Plan (With Minor Amendments), Land Use Assumptions, or Fee Report" on the Town's website; and

WHEREAS, on February 23, 2023 the Town Council adopted Resolution 2023-2300, providing revised development impact fees for Circulation System, Public Safety, and Parks fees and continuing the Library Fee until such time that related debt service payments and loans made by the General Fund to the Library Impact Fee Fund were repaid; and

WHEREAS, the Council desires now to take certain actions required by ARS §9-463.05 with regard to its current development impact fees;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA, AS FOLLOWS:

SECTION 1. That the development impact fees assessed in Resolution No. 2023-2300 are hereby repealed as of January 25th, 2029 at close of business.

SECTION 2. That development impact fees shall be assessed for the following categories:

1. That a Circulation System Fee is hereby assessed on all development within the corporate limits of the Town of Prescott Valley. Said fee shall be –

Residential	
Single-Family	$3,616.00 per unit
Multi-Family	$2,457.00 per unit

Non-Residential	
Retail	$ 3.26 per square foot
Commercial/Office	$ 2.13 per square foot
Industrial	$ 0.98 per square foot

and shall be applicable on and after the effective date established hereinafter.

2. That a Public Safety Fee is hereby assessed on all development within the corporate limits of the Town of Prescott Valley. Said fee shall be –

Residential	
Single-Family	$ 676.00 per unit
Multi-Family	$ 596.00 per unit

Non-Residential	
Retail	$ 1.74 per square foot
Commercial/Office	$ 0.52 per square foot
Industrial	$ 0.24 per square foot

and shall be applicable on and after the effective date established hereinafter.

3. That a Parks fee is hereby assessed on all development within the corporate limits of the Town of Prescott Valley. Said fee shall be–

Residential	
Single-Family	$ 1,654.00 per unit
Multi-Family	$ 1,458.00 per unit

Non-Residential	
Retail	$0.52 per square foot
Commercial/Office	$0.69 per square foot
Industrial	$0.27 per square foot

and shall be applicable on and after the effective date established hereinafter.

4. That a Library Fee is hereby assessed on all residential development within the corporate limits of the Town of Prescott Valley. Said fee shall be –

Residential	
Single-Family	$ 1,589.00 per unit
Multi-Family	$ 998.00 per unit

Non-Residential	
Retail	NA
Commercial/Office	NA
Industrial	NA

and shall be applicable on and after the effective date established hereinafter.

However, said fee shall no longer be assessed hereby upon the payment in full of those certain Town Certificates of Participation, Series 2007, heretofore issued for financing of the Town's Joint Facilities Building, or any refunding bonds issued to obtain lower financing rates, and the General Fund repaid for any loans made to the Library Impact Fee Fund.

5. That, with respect to administration of these development impact fees, an individualized determination shall be made as to what credits or offsets (if any) shall be applied to the allocated fees in accordance with Town Code Article 7-11 (as amended).

6. That payment of the development impact fees adopted herein shall be required at the time of issuance of the first building/zoning permit required of development by §301 of the Uniform Administrative Code (as adopted and amended in Chapter 7 of the Town Code) and § 13-27-020 of the Town Code (as amended), expressly excluding grading and drainage permit~ or any other preliminary permits not related to actual construction of buildings or structures.

7. That the development impact fees adopted herein shall be effective on and after January 26th, 2029, and shall therefore apply to required building/zoning permits for which a complete application is submitted on or after that date.

SECTION 3. That this Resolution shall be effective after its passage and approval according to law.

RESOLVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona this 12th day of November, 2026.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney



TOWN OF PRESCOTT VALLEY

Non-Utility
Development Impact Fee Report

DRAFT REPORT / OCTOBER 29, 2026

RAFTELIS

RAFTELIS

October 29, 2026

Mr. Ryan Judy
Deputy Town Manager
Town of Prescott Valley
7501 E Skoog Blvd
Prescott Valley, AZ 86314

Subject: Non-Utility Development Impact Fee Report

Dear Mr. Judy,

Raftelis is pleased to provide this 2026 Development Impact Fee (DIF) report to supplement the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) report for Streets, Police, and Parks/Recreation Facilities for the Town of Prescott Valley (Town).

This report details the development of the Town's projected DIFs based on the results of the LUA and IIP report. The proposed fees follow the requirements set forth in Arizona Revised Statutes (ARS) § 9-463.05.

We would like to thank you and the Town staff engaged in this project for their assistance. Please contact me directly with any questions at the email or phone number below.

Sincerely,
RAFTELIS



Todd Cristiano
Vice President
tcristiano@raftelis.com

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Executive Summary

Introduction

The Town of Prescott Valley (Town) retained Raftelis to conduct a comprehensive update to its streets, police, and parks/recreation development impact fees (DIF). The last study was completed in 2020. This report summarizes the methodologies used for each fee area, calculations, and the proposed FY 2027 development impact fees for the 10-year study period FY 2027 – FY 2037.

Impact Fee Statutory Requirements

Arizona's enabling legislation for development fees (ARS § 9-463.05) includes the following components: 1) Land Use Assumptions (LUA) for at least 10 years; 2) Infrastructure Improvements Plan (IIP); and 3) Development Fees. Given the State's two-phase adoption process, the LUA and IIP are being reviewed, refined, and approved before focusing on the development fees.

The projections of demand for necessary public services or facility expansions required by new service units set forth in the IIP are limited to 10 years. The enabling legislation also requires that the fees be based on the same level of service (LOS) provided to existing development. LOS to existing development may increase, but not by means of development fees. The enabling legislation also places specific limitations on necessary public services. For example, only 10,000 square feet of a new library may be funded with development fees. Prescott Valley's 2026 Development Fee Study includes the necessary public services listed below:

- Streets
- Public Safety Facilities (Police)
- Parks/Recreation Facilities

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fees represent future development's proportionate share of infrastructure capacity. Development fees may only be used for capital improvements or debt service for growth-related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies.

Arizona Development Fee Enabling Legislation

Arizona Revised Statutes § 9-463.05 governs how development fees are calculated for municipalities in Arizona. During the state legislative session of 2011, Senate Bill 1525 (SB 1525) was introduced, which significantly amended the development fee enabling legislation. The changes included:

- Amending existing development fee programs by January 1, 2012
- Abandoning existing development fee programs by August 1, 2014
- New development fee program structure revolving around Land Use Assumptions and Infrastructure Improvements Plan
- New adoption procedures for the Land Use Assumptions, Infrastructure Improvements Plan, and development fees

- New definitions, including "necessary public services" which specify what categories and types of infrastructure may be funded with development fees
- Time limitations on development fee collections and expenditures
- New requirements for credits, "grandfathering" rules, and refunds

The Town has complied with Arizona's development fee enabling legislation and applicable legal precedents with industry-standard methodologies. Development fees are proportionate and reasonably related to the capital improvement demands of new development. Specific costs have been identified using local data and current dollars. Raftelis, with input from Town staff, determined demand indicators for each type of infrastructure and calculated proportionate share factors to allocate costs by type of development. This report documents the formulas and input variables used to calculate the development fees for each type of public facility. Development fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

Necessary Public Services

Consistent with Arizona's development fee enabling legislation, development fees may only be used for construction, acquisition, or expansion of public facilities that are necessary public services. Necessary public services must have a life expectancy of three or more years and be owned or operated on behalf of the municipality.

Evaluation of Credits

New development should not be required to pay twice for the cost of new facilities – once through development fees and again through other taxes or fees that are used to fund the same facilities. To avoid potential double-payment, development fees may be reduced, and such a reduction is referred to as an offset or revenue credit that is incorporated into the development fee calculation. In general, offsets are only required for funding that is dedicated for capacity-expanding improvements of the type addressed by the development fee. A municipality is not required to use general fund revenue to pay for growth-related improvements.

SB 1525 amended the "offset" provision in the state enabling act to add a mandate regarding construction contracting excise tax, as highlighted in the following provision of ARS § 9-463.05(B)(12):

> *The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.*

Because Prescott Valley does not charge a construction excise tax at a rate higher than for other types of business activities, no such offset is required.

Qualified Professionals

Qualified professionals must prepare the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst, or planner providing services within the scope of the person's license, education, or experience." Raftelis is a financial consulting firm specializing in the cost of growth services and user charges for utilities. Our services include development fees, infrastructure funding, user fees, and cost-of-service studies. Since 1993, Raftelis has provided consulting services for local governments and utilities across the United States. The total cost of professional services for non-utility impact fees, including all meetings with staff and elected officials, was $81,320. The cost of professional services was allocated equally among the three fee areas.

Methods

Development fees fund growth-related infrastructure that will benefit multiple development projects or the entire jurisdiction (usually referred to as system improvements). There are three general methods for calculating development fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

The process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become complicated due to the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating development fees and how those methods can be applied.

- *Recoupment.* The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- *Incremental Expansion.* The incremental expansion method documents current infrastructure standards for each type of public facility, using both quantitative and qualitative measures. By definition, there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share to maintain current standards for growth-related infrastructure. Fee revenue will be used to expand or provide additional facilities, as needed to keep pace with new development.
- *Plan-Based.* The plan-based method allocates costs for a specified set of improvements to a specified number of service units. Improvements are typically identified in a facility master plan and development potential is identified by the land use assumptions. There are two options for determining the cost per service unit: 1) total cost of a public facility can be divided by total demand units (average cost approach), or 2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost approach).

Figure 1 summarizes the methods and cost components for each type of infrastructure included in Prescott Valley's IIP and DIF study. Arizona's enabling legislation also requires a determination of service areas, within which a substantial nexus exists between public facilities and the development being served. A Townwide service area is appropriate for Prescott Valley's streets, police, and Parks/Recreation Facilities.

Figure 1: Development Fee Methods and Cost Components

Type of Infrastructure	Service Area	Cost Recovery (past improvement)	Incremental Expansion (current standards)	Plan-Based (future improvements)	Cost Allocation
Parks and Recreation	Townwide		Park Improvements and Trails		Daytime Population
Police	Townwide	Debt Service Police Buildings	Police Vehicles		Functional Population
Streets	Townwide			Growth Share of Arterials, Collectors, and Intersections	Average Daily Inbound Vehicle Miles of Travel

Proposed Development Fees

Proposed fees per residential dwelling are summarized in Figure 2. Residential fees per dwelling unit are charged in two land use types: single family and multifamily. Fees for nonresidential development are listed per square foot of floor area. Proposed fees are provided for three general types of development. Industrial includes all goods production and warehouse development. Office and Other Services includes business service and personal services, such as health care. Retail and Restaurants includes the uses found in a typical shopping center, such as eating/drinking places. These represent the maximum supportable fees that can be assessed to new development based on the information provided by Town staff and published demographic and transportation-related data. Like other municipalities, the Town may propose to adopt fees that are less than the maximum supportable to meet community-wide objectives[1].

Figure 2: Proposed Development Impact Fees

	Streets	Police	Parks/Recreation	Library	Total
Residential (per dwelling)					
Multifamily	$2,457	$596	$1,458	$998	$5,509
Single Family	$3,616	$676	$1,654	$1,589	$7,535
Nonresidential (per Square Foot of floor area)					
Industrial	$0.98	$0.24	$0.27		$1.49
Office & Other Services	$2.13	$0.52	$0.69		$3.34
Retail & Restaurants	$4.87	$1.74	$0.63		$7.24

Streets Facilities

ARS § 9-463.05(T)(7)(e) defines the facilities and assets that can be included in the Streets Facilities IIP.

> *"Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon."*

Development Fees for Streets

Figure 3 indicates key input variables at the top, which are documented in Prescott Valley's LUA and IIP report. Proposed fees are equal to the Vehicle Miles of Travel (VMT) by development category multiplied by the cost factor of $446 per VMT. The cost factor is equal to the growth-related cost over the 10-year period divided by the VMT increase over the same period ($11,857,107 / 26,542). For example, the DIF for a single family residential unit is derived from the formula below.

7.85 x 0.57 x 1.20 x 1.51 x $446 = $3,616 (truncated)

[1] For example, the Town's General Plan 2035 seeks to grow its commercial base, currently representing 6% or 1,700 acres of total development, to attract highly skilled jobs and higher wages in an effort to be a center for regional employment.

Figure 3: Proposed Streets Fees

Prescott Valley Input Variables	*Growth Quantity*	*Cost Factor*	
10-Year Growth Cost of Lane Miles	10.0	$1,183,000	$11,830,000
Professional services for LUA, IIP, and DIF			$27,107
Impact Fee Audit			
TOTAL GROWTH COST OVER TEN YEARS			$11,857,107
VMT Increase Over 10 Years			26,542
Growth Cost per VMT			$446
Average Miles per Trip			1.51

Residential (per dwelling unit) for Streets

ITE Code	*Type*	*Avg Wkdy Veh Trip Ends*	*Trip Rate Adjustment*	*Trip Length Adjustment*	*Maximum Supportable Streets Impact Fees*
221	Multifamily	5.34	57%	120%	$2,457
210	Single Family	7.85	57%	120%	$3,616

Nonresidential (per square foot of floor area) for Streets

ITE Code	*Type*	*Avg Wkdy Veh Trip Ends per 1,000 Sq Ft*	*Trip Rate Adjustment*	*Trip Length Adjustment*	*Maximum Supportable Streets Impact Fees*
110	Industrial	3.60	50%	81%	$0.98
710	Office/Services	7.83	50%	81%	$2.13
820	Retail/Restaurant	36.39	36%	56%	$4.87

Projected Revenue from Streets Fees

The revenue projection shown below assumes implementation of the proposed streets fees and that development in the service area over the next 10 years is consistent with the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the impact fee revenue. The streets fee revenue projection in Figure 4 ($11.73 million over 10 years) approximates the growth cost of planned system improvements to be funded with development fees.

Figure 4: Proposed Streets Fee Revenue

Ten-Year Cost of Transportation Improvements

Growth Cost => $11,857,107

Transportation Impact Fee Revenue

		Average-Size Residential $3,316 per housing unit	*Industrial* $980 per 1000 Sq Ft	*Office/Services* $2,130 per 1000 Sq Ft	*Retail/Restaurant* $4,870 per 1000 Sq Ft
	Year	*Hsg Units*	*KSF*		*KSF*
Base	2027	24,684	3,313	2,157	1,384
Year 1	2028	24,968	3,353	2,183	1,401
Year 2	2029	25,255	3,394	2,209	1,418
Year 3	2030	25,545	3,434	2,236	1,435
Year 4	2031	25,840	3,475	2,263	1,452
Year 5	2032	26,136	3,518	2,289	1,469
Year 6	2033	26,437	3,560	2,317	1,487
Year 7	2034	26,741	3,602	2,345	1,505
Year 8	2035	27,049	3,645	2,373	1,523
Year 9	2036	27,360	3,689	2,401	1,541
Year 10	2037	27,675	3,733	2,430	1,560
10-Yr Increase		2,991	420	273	176
Projected Revenue =>		$9,918,000	$412,000	$581,000	$857,000
				Total Revenue (rounded) =>	$11,768,000

Public Safety Facilities

ARS § 9-463.05(T)(7)(f) defines the public safety facilities eligible for development fee funding. This report refers to these as "public safety facilities."

> *"Fire and Police facilities, including all appurtenances, equipment and vehicles. Fire and Police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation."*

Police Development Fees

Input variables for police, as documented in the IIP, are summarized in the upper portion of Figure 5. The conversion of infrastructure costs per service unit into a cost per development unit is also shown in the table below. For residential development, the average number of persons per dwelling provides the necessary conversion. For nonresidential development, trip generation rates by type of development are from the Institute of Transportation Engineers (ITE 2025). To ensure the analysis is based on travel demand associated with nonresidential development within Prescott Valley, trip ends (entering and exiting) are converted to inbound trips using trip adjustment factors. For industrial and office/other services, a basic adjustment of 50% is applied. Because commercial development attracts "pass-by" trips, the adjustment factor for retail and restaurants is only 36%, based on the average pass-by factor for shopping centers (ITE 2025). Proposed development fees for police facilities are shown in the column with gray shading.

Figure 5: Proposed Police Fees

Prescott Valley Input Variables

Infrastructure Type	*Infrastructure Units*	*Growth Quantity Over Ten Years*	*Cost Factor per Unit*	*Growth Cost (rounded)*
Police Buildings	square feet	4,381	$302	$1,325,000
Police Vehicles (3+ years of useful life)	count	12	$97,261	$1,167,000
Professional Services for LUA, IIP, and DIF				$27,107
			Total =>	$2,519,107

Allocated Cost by Land Use

Residential	78%	$1,964,903
Nonresidential	22%	$554,203

Growth 2027 - 2037		*Cost per Service Unit*
Residential (persons)	6,581	$298
Nonresidential (vehicle trips)	4,098	$135

Residential Impact Fees (per housing unit) for Police

Type	*Persons per Housing Unit*	*Maximum Supportable Police Impact Fees*
Multifamily	2.00	$596
Single Family	2.27	$676

Nonresidential Impact Fees (per square foot of floor area) for Police

Type	*Avg Wkdy Veh Trip Ends per 1,000 Sq Ft*	*Trip Adjustment Factors*	*Maximum Supportable Police Impact Fees*
Industrial	3.60	50%	$0.24
Office/Services	7.83	50%	$0.52
Retail/Restaurant	36.39	36%	$1.74

Projected Revenue from Police Fees

The revenue projection shown below assumes implementation of the proposed police fees and that development in the service area over the next 10 years is consistent with the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the impact fee revenue. The police fee revenue projection in Figure 6 ($2.51 million over 10 years) approximates the growth cost of planned system improvements to be funded with development fees.

Figure 6: Police Fee Revenue[2]

Ten-Year Need for Growth-Related Police Facilities => $2,519,107

Police Impact Fee Revenue

		Average Residential $655 per housing unit	*Industrial* $240 per 1000 Sq Ft	*Office/ Services* $520 per 1000 Sq Ft	*Retail/ Restaurant* $1,740 per 1000 Sq Ft
	Year	*Housing Units*	*KSF*	*KSF*	*KSF*
Base	2027	24,684	3,313	2,157	1,384
Year 1	2028	24,968	3,353	2,183	1,401
Year 2	2029	25,255	3,394	2,209	1,418
Year 3	2030	25,545	3,434	2,236	1,435
Year 4	2031	25,840	3,475	2,263	1,452
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Year 6	2033	26,437	3,560	2,317	1,487
Year 7	2034	26,741	3,602	2,345	1,505
Year 8	2035	27,049	3,645	2,373	1,523
Year 9	2036	27,360	3,689	2,401	1,541
Year 10	2037	27,675	3,733	2,430	1,560
Ten-Yr Increase		2,991	420	273	176
Projected Revenue =>		$1,959,000	$101,000	$142,000	$306,000
				Total Projected Revenues (rounded) =>	$2,508,000

[2] Actual revenue will vary depending on the square footage and type of residential and non-residential growth.

Parks/Recreation Facilities Development Fees

ARS § 9-463.05(T)(7)(g) defines the parks and recreation facilities eligible for development fee funding.

> *"Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools."*

Input variables for Parks/Recreation Facilities, documented in the IIP, are summarized in the upper portion of Figure 7. The conversion of costs per service unit into a cost per development unit is also shown in the table below. For residential development, the average number of persons per housing unit provides the necessary conversion. For nonresidential development, average jobs per square foot of floor area are derived from trip generation rates by type of development, published by the Institute of Transportation Engineers (ITE 2025). Additional details on nonresidential prototypes are provided in the LUA report. Proposed development fees for Parks/Recreation Facilities are shown in the column with gray shading.

Figure 7: Parks/Recreation Facilities Service Units and Fees per Development Unit

Prescott Valley Input Variables

Infrastructure Type	*Infrastructure Units*	*Growth Quantity Over Ten Years*	*Cost Factor per Unit*	*Growth Cost (rounded)*
Park Improvements	acres	22	$200,000	$4,420,000
Trails (not within street ROW)	linear feet	10,428	$74	$773,000
			Impact Fee Audit	
			Professional Services for LUA, IIP, and DIF	$27,107
			Total =>	$5,220,107

Cost Allocation

Residential	92%
Nonresidential	8%

Allocated Cost by Land Use

Residential	$0
Nonresidential	$0

Growth 2027 to 2037		*Cost per Service Unit*
Residential (persons)	6,581	$729
Nonresidential (jobs)	1,364	$306

Residential Impact Fees (per housing unit) for Parks and Recreation

Type	*Persons per Housing Unit*	*Maximum Parks and Recreation Impact Fees*
Multifamily	2.00	$1,458
Single Family	2.27	$1,654

Nonresidential Impact Fees (per square foot of building floor area) for Parks and Recreation

Type	*Jobs per 1,000 Square Feet*	*Maximum Parks and Recreation Impact Fees*
Industrial	0.90	$0.27
Office/Services	2.28	$0.69
Retail/Restaurant	2.09	$0.63

Projected Revenue for Parks/Recreation Facilities

Parks/Recreation Facilities development fee revenue is expected to match the growth cost of parks/recreation infrastructure, which has a 10-year total cost of approximately $5.22 million (see the upper portion of Figure 8). The table below indicates that Prescott Valley should receive approximately $5.21 million in development fee revenue if actual development matches the land use assumptions. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the need for infrastructure and development fee revenue.

Figure 8: Parks/Recreation Development Fee Revenue[3]

Parks and Recreation Growth Cost Over 10 Years => $5,220,107

Parks and Recreation Impact Fee Revenue		*Average Residential*	*Industrial*	*Office/Services*	*Retail/Restaurant*
	Year	$1,603 per housing unit	$270 per 1000 Sq Ft	$690 per 1000 Sq Ft	$630 per 1000 Sq Ft
		Housing Units	*KSF*	*KSF*	*KSF*
Base	2027	24,684	3,313	2,157	1,384
Year 1	2028	24,968	3,353	2,183	1,401
Year 2	2029	25,255	3,394	2,209	1,418
Year 3	2030	25,545	3,434	2,236	1,435
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Year 9	2036	27,360	3,689	2,401	1,541
Year 10	2037	27,675	3,733	2,430	1,560
	Ten-Yr Increase	2,991	420	273	176
	Projected Revenue =>	$4,795,000	$113,000	$188,000	$111,000
				Total Revenue Over 10 Years=>	$5,207,000

Library Debt Service

ARS § 9-463.05(R) authorizes Prescott Valley to continue collecting library impact fees for remaining debt service.

> *"R. A municipality may continue to assess a development fee adopted before January 1, 2012 for any facility that was financed before June 1, 2011 if:*
> *1. Development fees were pledged to repay debt service obligations related to the construction of the facility.*
> *2. After August 1, 2014, any development fees collected under this subsection are used solely for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations issued before June 1, 2011 to finance construction of the facility."*

Figure 9 lists remaining principal and interest payments for the Town's library. Prescott Valley will stop collecting the current Library DIF after any General Fund advances to the Library DIF have been repaid.

[3] Actual revenue will vary depending on the square footage and type of residential and non-residential growth.

Figure 9: Remaining Principal and Interest Payments - Library

Fiscal Year Ending	Private Placement 2015 (Library Building) Principal	Interest	Total
2027	$1,115,000	$26,537	
	$1,115,000	**$26,537**	**$1,141,537**

Based on the 2027 land use assumptions, Figure 10 projects that library impact fees will yield approximately $403 thousand over the next year. Projected DIF revenue is approximately 35% of the remaining debt service obligation.

Figure 10: Projected Impact Fee Revenue for Library Debt

Remaining Debt Service (2027) =>		$1,141,537

Library Impact Fee Revenue		*Single Family Residential* $1,589 per housing unit	*Multifamily Residential* $998 per housing unit
	Year	*Housing Units*	*Housing Units*
Current	2026	18,058	6,345
Base	2027	18,266	6,418
	One-Yr Increase	208	73
	Projected Revenue =>	$330,000	$73,000
	Total Revenue Over Seven Years (rounded) =>		$403,000

Town of Prescott Valley

Non-Utility Development Impact Fees

November 12, 2026

RAFTELIS

Key highlights of ARS § 9-463.05

- Development fees shall result in a beneficial use to the development
- The municipality shall calculate the development fee based on the adopted IIP
- Fee shall not exceed a proportionate share of the cost of necessary public services, based on service units, needed to provide the services to the development.

- Costs for necessary public services made necessary by new development shall be based on the same level of service provided to existing development
- Development fees may not be used for any of the following: O&M expenses, repair and replacement, project not identified in IIP, upgrades to meet higher level of service

*Not an exhaustive list. See statute for full requirements

Non-utility fees study milestones
Streets, parks/trails, and police

Milestone	Date	Description
Public Notice	May 11, 2026	Publish Infrastructure Improvement Plan (IIP), Land Use Assumptions (LUA), Development Impact Fee (DIF) Report
Study Session	May 28, 2026	Study session on IIP and LUA
Public Hearing	August 13, 2026	Public hearing on the IIP and LUA
Council Meeting	September 24, 2026	Adoption of IIP and LUA Study Session on DIFs
Public Hearing	October 8, 2026	Public hearing on DIFs
Council Meeting	November 12, 2026	Adoption of DIFs
Effective Date	January 26, 2029	Implementation of fees
Total Days from Start to Effective Date		***990***

Streets



Comparison of the proposed maximum supportable and current fees

Description	Maximum Supportable Fee	Current Fee	Change - $
$ per Dwelling Unit			
Residential	$3,616	$2,671	$945
Multifamily	$2,457	$1,539	$918
Non-Residential, $ per Square Foot			
Industrial	$0.98	$0.93	$0.05
Office & Other Services	$2.13	$1.84	$0.29
Retail & Restaurants	$4.87	$2.62	$2.25

Police



Comparison of the proposed maximum supportable and current fees

Description	Maximum Supportable Fee	Current Fee	Change - $
Residential, $ per Dwelling Unit			
Single Family	$676	$404	$272
Multifamily	$596	$341	$255
Non-Residential, $ per Square Foot			
Industrial	$0.24	$0.24	$0.00
Office & Other Services	$0.52	$0.47	$0.05
Retail & Restaurants	$1.74	$0.80	$0.94

Parks/Trails

Comparison of the proposed maximum supportable and current fees

Description	Maximum Supportable Fee	Current Fee	Change - $
Residential, $ per Dwelling Unit			
Single Family	$1,654	$1,469	$185
Multifamily	$1,458	$1,241	$217
Non-Residential, $ per Square Foot			
Industrial	$0.27	$0.36	($0.09)
Office & Other Services	$0.69	$0.66	$0.03
Retail & Restaurants	$0.63	$0.52	$0.11

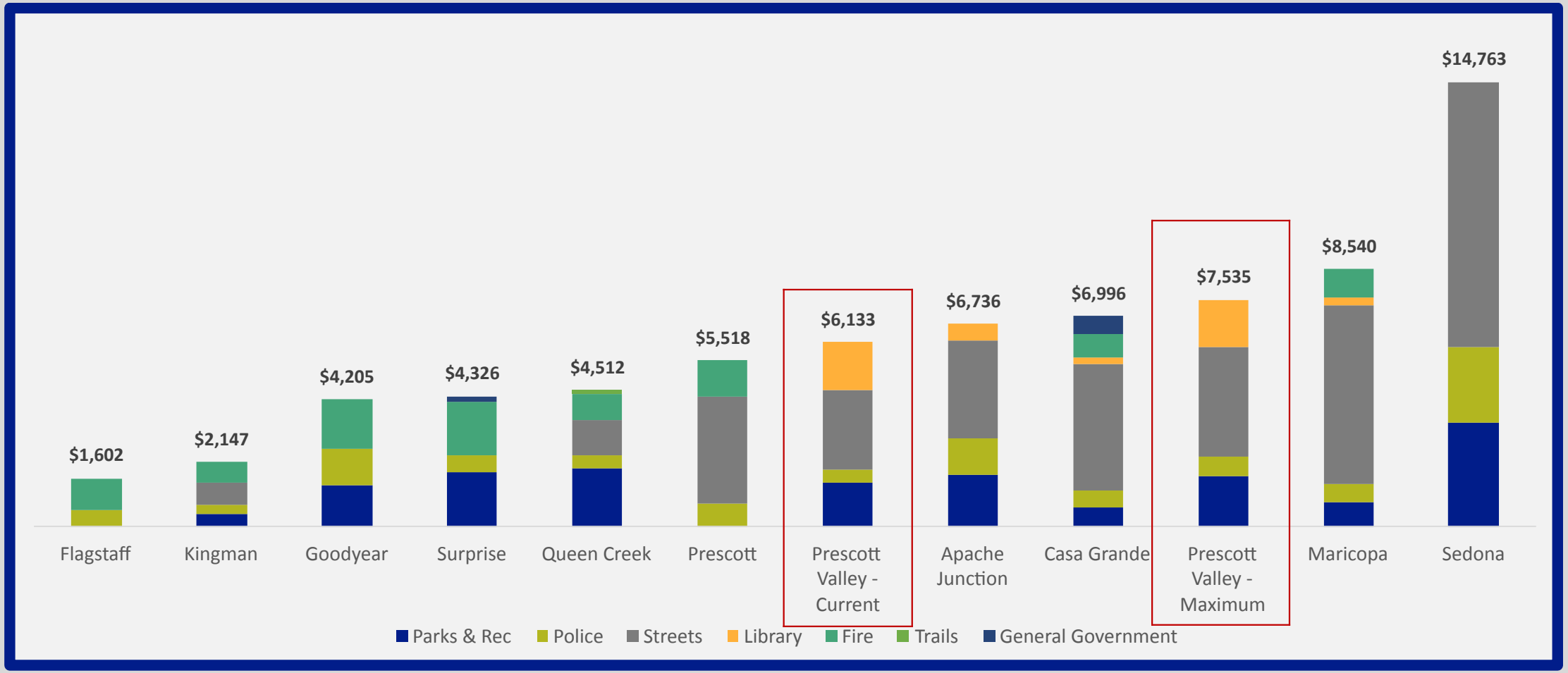
Comparison of the proposed maximum supportable and current fees, all areas

Description	Streets	Parks/Trails	Police	Library [1]	Total	Current	Recommended	Change
Residential, $ per Dwelling Unit								
Single Family	$3,616	$1,654	$676	$1,589	**$7,535**	$6,133	**$7,535**	$1,402
Multifamily	$2,457	$1,458	$596	$998	**$5,509**	$4,119	**$5,509**	$1,390
Non-Residential, $ per Square Foot								
Industrial	$0.98	$0.27	$0.24		**$1.49**	$1.53	**$1.49**	($0.04)
Office & Other Services	$2.13	$0.69	$0.52		**$3.34**	$2.97	**$3.34**	$0.37
Retail & Restaurants	$4.87	$0.63	$1.74		**$7.24**	$3.94	**$5.52**	$1.58
[1] Library fees are used to pay outstanding debt and will be discontinued upon debt obligation satisfaction								

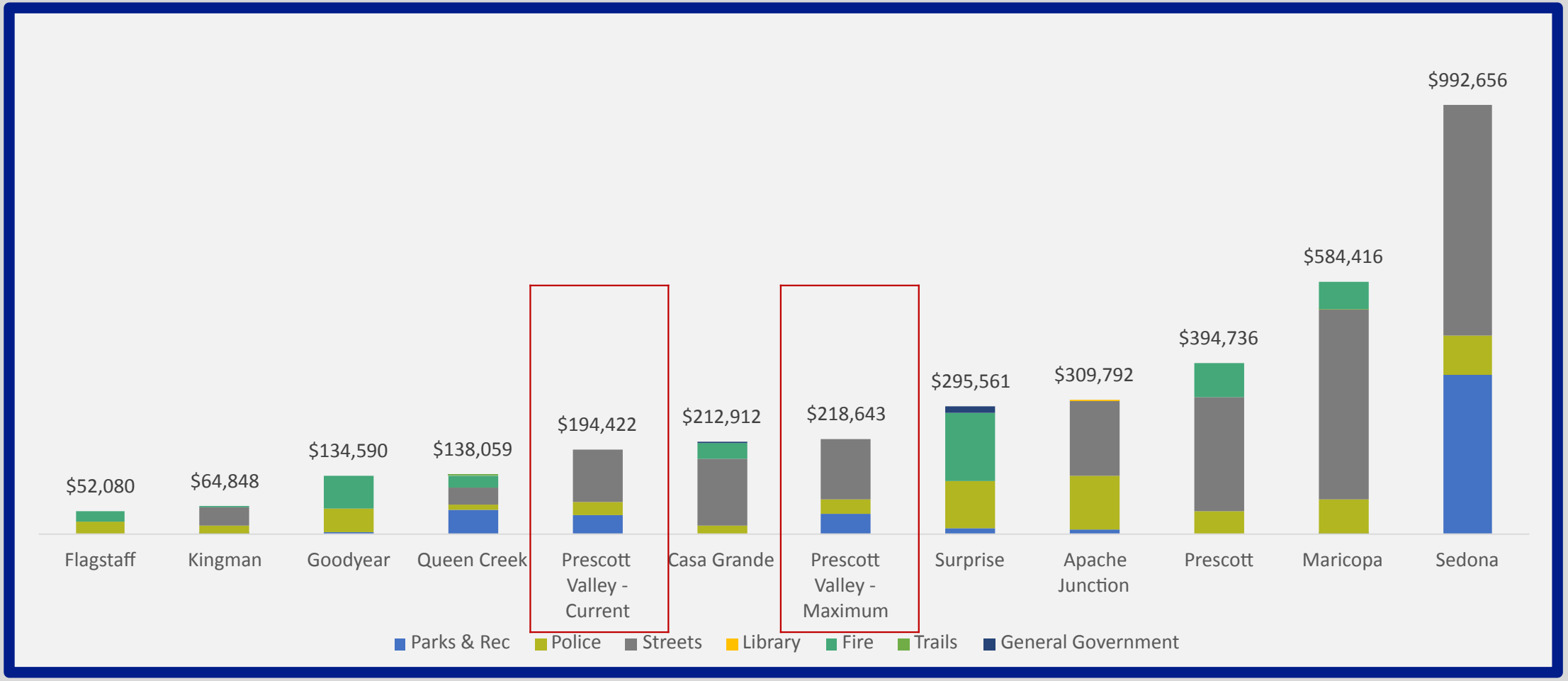
Fee Comparison



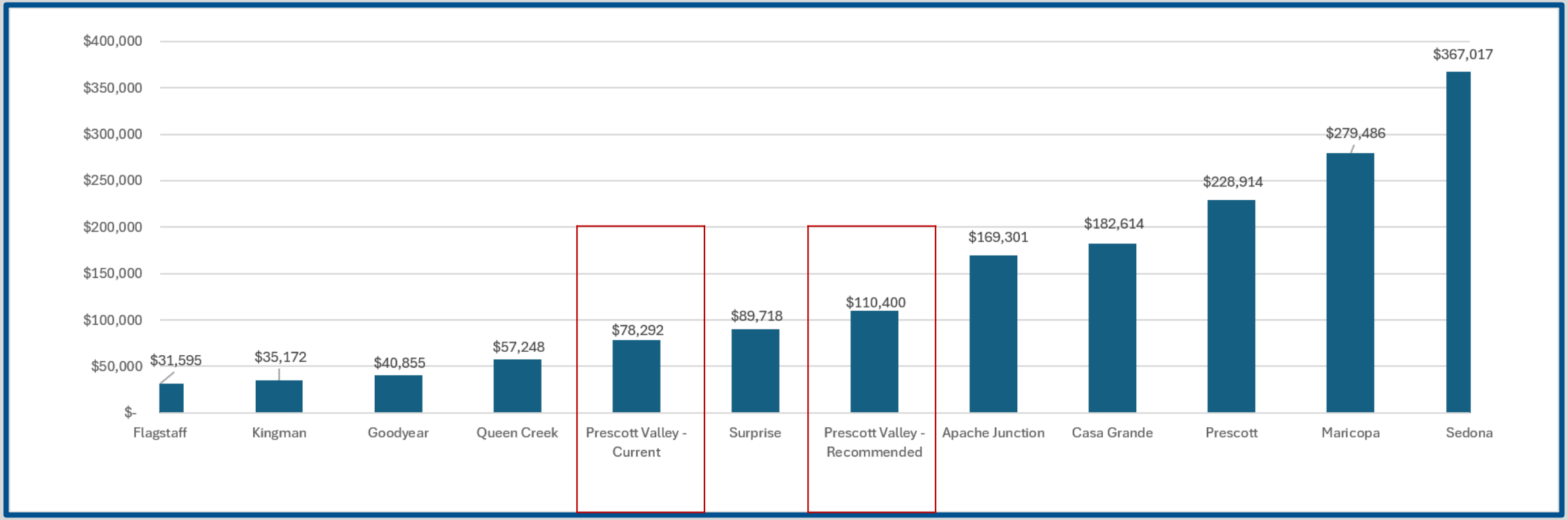
Residential
3 bedroom, 2,000 sq ft dwelling



Hotel
112 rooms, 65,500 sq ft



Grocery store 20,000 sq ft



RAFTELIS

Thank you!

Contact: Todd Cristiano
303 305 1138 / tcristiano@raftelis.com

ITEM NO. 11d

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Gilbert Davidson, Town Manager

DEPARTMENT: Town Manager's Office

AGENDA TYPE: New Business

SUBJECT: Adoption of Legislative Guiding Principles 2027 with Triadvocates - Consideration & Possible Action (Adopt) [Skyler Barton, Assistant to the Town Manager]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

Water and Land Stewardship - Responsible planning for sustainable water management and land conservation.

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

Prosperous Community - Creating an environment where our residents can thrive for a lifetime via job opportunities through a diversified and growing economy.

SUMMARY/BACKGROUND:
Prescott Valley is one of 92 Arizona municipalities that provides services to its residents and visitors within a framework of continually evolving federal and state programs, policies, statutes, and regulations. The Town must effectively navigate these external programs, policies, statutes, and regulations.

The Town contracts with Triadvocates to serve as its advocate in the various forums of state government. Triadvocates is a bipartisan lobbying and policy firm that advocates on behalf of various organizations within the Arizona legislative process. Triadvocates represents the Town at the Arizona Legislature based on the Town's approved Legislative Guiding Principles (and other Town General and Strategic Plans). Triadvocates has provided excellent past services to the Town organization as representatives, lobbyists, and public affairs advisors in the Legislature and in Executive departments and agencies.

To help Triadvocates in this role, it is requested that the Town Council consider adopting an updated Legislative Guiding Principles 2027 as the Town agenda and priorities for the upcoming Legislative session. These principles provide a focus for public affairs representation and direction to advocate on the Town's behalf. The several priorities listed include those that align with the Town's Strategic Priorities (including to protect local revenue sources, preserve infrastructure, enhance partnership collaboration, support public safety, provide affordable housing options, and allow local municipal autonomy).

Triadvocates services include facilitation of introductions to decision-makers, monitoring of state programs, policies, statutes, and regulations that may affect the Town, and providing advocacy in various forums at the state level. It is understood these Legislative Guiding Principles may be updated from time to time as issues develop during the session and throughout the remainder of the year (based on close collaboration and consultation with Town Council members and staff). Town staff has already been coordinating with Triadvocates and others on a strategy for the upcoming session to require apartments and similar non-subdivision residential developments to secure the same Certificate of Assured Water Supply that platted subdivisions must obtain.

RECOMMENDED MOTION:
Motion to adopt the attached Legislative Guiding Principles 2027 as guidance for Triadvocates. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends adoption of the attached Legislative Guiding Principles 2027.

FISCAL ANALYSIS:
There is no anticipated direct fiscal impact due to the requested action.

Attachments

2027 Legislative Guiding Principles

2027 LEGISLATIVE GUIDING PRINCIPLES

The Town of Prescott Valley has established the following priorities and guiding principles for the 2027 legislative session. These principles reflect the Town's priorities at the Arizona State Legislature and executive branch and will be utilized by Town Management to provide direction to the Town's registered lobbyists in advocating on the Town's behalf with the state.

GUIDING PRINCIPLES AND KEY PRIORITIES

Public affairs representation for the Town in 2027 shall be guided, in general, by the following focuses:

Protect the Town's local revenue sources, including state-shared revenue, and authority to impose necessary revenue measures to ensure the Town's fiscal sustainability. Oppose efforts to limit the elected body's ability to collect locally established taxes or fees and any action that would impose an unfunded mandate.

Preserve access to water for municipal governments while providing responsible water management tools to support existing and future residents and businesses with assured, safe, and sustainable water. The latter includes efforts to allow conservation and recharge to the aquifer of stormwater. Promote opportunities to enhance water and wastewater infrastructure. In relation, support the conservation of land, preservation of open space, and establishment of wildlife corridors within the town and region.

Protect the Town's ability to promote and attract economic development opportunities. Prescott Valley values collaboration with local, regional, state, and federal partners to ensure a vibrant local economy and improve residents' quality of life through quality schools, healthcare, tourism, attainable housing, recreation opportunities, and reliable local and regional transit systems.

Ensure that the Town can provide critical infrastructure necessary to promote and maintain the health and safety of residents. In the process, support efforts to ensure equitable distribution of revenues for improvements to state highway systems in Central Yavapai County, including areas in and adjacent to the Town limits.

Support measures and collaborative efforts that will assist the Town in its goal to provide public safety for residents, business owners, and visitors. Support efforts to enable a stable workforce pipeline for public safety employees. Cultivate an environment where healthcare, education, and industries have sufficient capacity to service rural Arizona.

Support the development of attainable housing so that needed first responders, educators, healthcare workers, and other professionals can reside in our community. This includes Town support for ongoing state investments in the low-income housing tax credit and gap funds to support increasing the supply of affordable housing.

Support local decision-making that allows the Town to provide programs, services, educational opportunities, technology resources, and community engagement activities that meet local needs. Support broad public access to information, learning opportunities, and community resources while respecting individual choice, parental rights, and privacy.

Finally, support the League of Arizona Cities and Towns in its efforts to represent the common interests of Arizona municipalities and, where possible, align the Town's position with that of the League. Collaborate with the League to protect shared revenue and local control, including the Town's zoning authority. Oppose measures that limit local government's ability to respond to residents' needs.

ITEM NO. 11e

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Stacey Bristow, Development Services Director

DEPARTMENT: Development Services

AGENDA TYPE: New Business

SUBJECT: Proposed Outline Town Center Specific Plan, $11.2 Million Future Infrastructure Investment Commitment - Consideration & Possible Action (Approve) [Stacey Bristow, Development Services Director]

VISION 2024 FOCUS AREA:

Prosperous Community - Creating an environment where our residents can thrive for a lifetime via job opportunities through a diversified and growing economy.

SUMMARY/BACKGROUND:
Town Center Specific Plan: Purpose

The Development Services Department, in collaboration with other Town departments, has prepared this outline and commitment request as a preliminary step towards crafting a Town Center Specific Plan that builds on past Town Center plans and recent

discussions about infrastructure needs (including potential phasing), and looks at various funding mechanisms available under applicable law. This includes potential strategic construction of particular improvements using Town funds in a way that would allow potential reimbursement by future development in the Town Center area.

Town Center Specific Plan: Defined

Specific Plans are standalone regulatory and policy documents that implement a municipality's broader General Plan for a specific neighborhood, downtown, or corridor. Such Plans are a hybrid between high-level goals and on-the-ground zoning codes. Key components typically include needed infrastructure and land uses that support Town initiatives such as affordable housing incentives, and targeted retail incentive programs. They provide for things like parking flexibility standards, and landscape and design requirements that support water conservation and effective traffic circulation. Such Plans typically include certain designated districts or areas within. In the proposed Town Center Specific Plan, designated areas would include (but not necessarily be limited to) the Entertainment Area, Health and Wellness Areas, a Commercial Corridor, the Town Campus Area, Opportunity Zones, and the like. [See ARS 9-461.08]

Town Center Specific Plan: Foundational Elements

Care would be taken to ensure that the proposed Town Center Specific Plan aligns with any currently applicable Town plans. This would include the plans listed below that have previously been presented to groups such as the Town Council, the Planning and Zoning Commission, and the Yavapai County Contractors Association (YCCA):

* 2024 Economic Development Strategic Plan (EDSP)
* 2023 Prescott Valley Safe Streets and Roads for All (SS4A) Safety Action Plan
* June 2007 Master Circulation Plan
* 2026-2029 3-Year Strategic Long Range Planning Implementation Plan (Tiers 1 and 2)
* 2035 General Plan
* 2025 Urban Land Institute (ULI) Report
* 2026 Opportunity Zone 2.0
* Town 2024 Vision Strategic Plan Priorities
* FY26/27 Development Services Department 1-Year Strategic Plan
* May 2005 Downtown Plan

[Note: with regard to potential alignment with the Economic Development Strategic Plan (EDSP), the Quality-of-Life Outreach section on page 25 most directly documents community discussion of a defined downtown area, community character, Civic Center gatherings, connections to the Highway 69 business district, pedestrian connectivity and safety, and corridor landscaping. Additional supporting themes throughout the EDSP include business expansion, tourism, quality of life, development coordination,

and stakeholder collaboration. Together, these references establish a basis for coordinating downtown planning with the Town's broader economic development objectives. However, the EDSP does not establish a formal Specific Plan, designate boundaries, or prescribe a complete downtown development program. It documents community feedback and economic development priorities that can demonstrate alignment with a separate Town Center planning effort.]

Along with current plans, the new Town Center Specific Plan would help provide: (a) additional certainty and predictability for applicants, developers, and residents; (b) attract commercial and retail investment; (c) create jobs; (d) target infrastructure; (e) provide reimbursement opportunities with regard to certain infrastructure improvements; (f) enhance community safety; (g) support placemaking; (h) strengthen fiscal resiliency; (i) enhance other commercial opportunities; and (j) increase public participation.

Town Center Specific Plan: Phased Approach

A phased approach as part of a new Town Center Specific Plan will reflect best practices. It would focus on commercial catalyst sites while taking into account community desires, fiscal prudence, strategic timing, sequential sense, traffic safety, infrastructure needs, and current and future impact. With that in mind, the following phases are proposed:

Phase 1 – Year 1 (FY26-27):

A. Conduct a Town-initiated Traffic Impact Analysis (TIA) consisting of approximately 21 existing intersections that encompass the Town Center Specific Plan Area. [see Attachment 1] The TIA would be scoped separately and used to determine the public transportation infrastructure improvements required within public right-of-way.

B. Initiate traffic design scope for Phase 1 Town Infrastructure Improvement Area (TIIA1). The specific scope would be based on the TIA and standard engineering practice. Phase 1 infrastructure improvements are anticipated to include (but may not be limited to) -

- Intersection at Glassford Hill Rd. & Lakeshore Dr. (widen all four legs and adjust medians to accommodate dual left turns for all approaches, and include roadway widening, tapers, median adjustments, approach alignments, curb, gutter, pavement drainage, sidewalks, ramps, and traffic signal modifications);
- Median Adjustment/Control at Glassford Hill Market Place North Dr. (intersection across from Credit Union on Glassford Hill Rd.) (add median control for ¾ access...left turn in, right turn in, right turn out...and include roadway, geometry, median alignment, pavement, and drainage);
- Lakeshore Dr. Median (adjust median to accommodate turn lanes at Glassford Hill

Road and Skoog Blvd, adjust for ¾ access...left turn in, right turn in, right turn out...and include roadway, geometry, median, pavement, and drainage);

- Roundabout at W. Skoog Blvd. & Lakeshore Dr. (roundabout and approaches from each leg would include roadway, median, geometry, each approach, curb, gutter, sidewalk, MU path, ramps, and drainage);
- Glassford Hill Rd. Northbound Right-Deceleration Lanes (right turn lanes at 2 entrances into Phase 1 development) (would include roadway, curb, sidewalk, MU path, and pavement drainage within public right-of-way); and
- Intersection of W. Skoog Blvd. (entrance into Phase 1 development between Lakeshore and Viewpoint at Library entrance) (widen for left turn lanes, pending roundabout design at Lakeshore Dr/Skoog Blvd. that would include roadway, geometry, curb, sidewalk, MU path, and pavement drainage).

All such improvements, where required, would include (but not be limited to) roadway geometry, curbs, gutters, drainage, sidewalks, multi-use paths, traffic signing and striping, utilities, right-of-way, and landscaping. The Glassford Hill Rd & Lakeshore Dr. Intersection and Roundabout @ Skoog Blvd. are included as part of the top priority identified in the Town's Safety Action Plan (SS4A).

C. Continue community outreach and participation efforts.

D. Develop a draft action plan.

E. Take necessary steps to accomplish reimbursements of Town Center Specific Plan costs by future developments in the area based on a formula that accounts for weighted factors such as impact(s), size, scope, scale, and use. Steps are proposed to be completed upon completion of the TIA. [Note: Grant awards could affect and adjust the formula by reducing share costs. It is anticipated that the steps will include adoption of one or more agreements that involve Town Council approval.]

F. Develop a Utilities Impact Study.

Phase 2 – Year 2 (FY2027-2028):

Based on the improvements listed above -

A. Complete design work, start the bidding process, and arrange to construct infrastructure improvements in the specific mapped area within the Town's TIIA1.

B. Present the action plan, community outreach data, and any Town Code update recommendations to the Council.

Phase 3 – Year 3 (FY2028-2032):

A. While continuing to create and refine districts or zones, improve connectivity, pursue economic opportunities, and address infrastructure needs, focus further on the areas noted in the 2025 Urban Land Institute Report ("Report") (i.e., outdoor recreation, strategic industry attraction, medical services, expanding needs, workforce housing, marketing, community engagement, focused vision, comprehensive branding, way finding, design standards, overlay zones, innovation districts, key parcels, streamlined and accelerated review processes, project viability, adaptive reuse, impact fees, intentional community, and partnerships). With regard to design standards, the Report says "[t]he town core lacks a distinct identity, cohesive or recognizable architectural style, or design elements to distinguish it from neighboring communities, yet this provides a fantastic opportunity for the Town to integrate zones and amenities to begin establishing itself as a true destination rather than merely a pass-through location.“

B. Establish budget authority to consider infrastructure design work for remaining traffic impact study areas within the Town Center Specific Plan (Traffic Infrastructure Improvement Area 2...TIIA2), once Phase 1 Section B improvements are completed. The needed improvements would be based on the TIA findings.

C. Identify other areas of need within the Report, items in process, and areas for recommendation.

Fiscal Analysis:

TIIA1 area properties within the Town Center Specific Plan need improvements to increase capacity, improve safety, and enhance traffic flow to support development of a commercial district with multiple businesses. The improvements would remain under Town ownership. All work would be completed to Town standards. Future Transaction Privilege Tax ("TPT") revenues generated by the first businesses operating in the area would reimburse the Town for its upfront investment. This approach would have the same long-term outcome as requiring new businesses to finance and construct necessary improvements that would then be turned over to the Town for maintenance, but would allow development to move forward more quickly.

This analysis focuses on a 10-year period to compare funding options. It should be noted, however, that the economic benefits and tax revenues generated by resulting development (especially TPT revenues) would be expected to continue for decades beyond the initial 10-year timeframe. To provide a consistent financial comparison among different funding options, this analysis also only includes Phase 1 revenues from an example anchor business and a typical mix of additional businesses.

Option 1: Debt Financing

Use of debt financing to fund the improvements (and apply future TPT revenues toward annual debt payments). Municipal bonds are a common method of debt-financing.

- Assumes 10-year financing at an interest rate of 3.7% (for the sake of comparison); and
- Allows the Town to preserve General Fund reserves for other future needs.

Option 2: General Fund Reserve Financing (Preferred Option)

Use of available General Fund reserves to fund the improvements (and apply future TPT revenues to replenish the reserves over time). This is also a common municipal financing method.

- Avoids the cost and administrative complexity of issuing debt;
- Provides flexibility to use future TPT revenues for other priorities once reserves have been repaid;
- Preserves the Town's borrowing capacity for other future projects; and
- Provides the greatest financial benefit (since no interest payments must be made to bondholders).

[Note: a "status quo" Option was also evaluated, in which General Fund reserves remain invested and continue earning interest. Under the assumptions used in that analysis, both the bond-financing option and the internal-funding option provide financial results that are equal to or better than the status quo. Debt-financing and status quo scenarios produce similar results under current assumptions.]

Several key assumptions affect the analysis (including the financing strategy, available funding sources, and the scope/scale of improvements required for the TIIA1) -

- Total Phase 1 estimated improvement costs are $11.2 million (including approximately $1.2 million for design and $10 million for construction);
- Debt financing rates are estimated to range from 3.7% to 5.25%, depending on financing terms and market conditions (assuming a 3.7% interest rate with a 10-year repayment period and acknowledging that higher interest rates would increase the overall cost of debt-financing); and
- The General Fund reserve option is expected to involve an average Local Government Investment Pool (LGIP) return of 3.5%.

Based on projected revenues, the initial businesses within the planning area are expected to generate enough TPT revenue to either cover debt payments or fully replenish General Fund reserves within seven to eight years. Over the ten-year analysis period, the General Fund reserve option is estimated to provide approximately $2.4 million more financial benefit to the Town than debt financing (primarily because it avoids interest costs).

Long-term total expected net TPT revenue to the Town within the TIIA1 area (for the

three main Phase 1 parcels at mid-to-high best-use assumptions and mid-size...average...retail footprints), is conservatively estimated at -

- $60.1 Million to 64.8 Million over a 40-year period if utilizing debt financing (depending on debt-financing scenarios ranging from rates between 3.7% to 5.25%); and
- $67.5 Million over a 40-year period if utilizing General Fund cash reserves.

The cost assumptions and revenue projections shown above reflect only new revenue generated by the development. Estimates have been revised downward to account for expected cannibalization from existing businesses. Projections also factor in additional costs needed for enhanced Town services to support the new TIIA1 area development.

RECOMMENDED MOTION:
Motion to approve necessary steps to fund an infrastructure investment of $11.2 million for a capital project related to future formal adoption of a Town Center Specific Plan (as discussed above) using General Fund Reserve Financing, **AND** approve a budget adjustment to move $1.2 Million of FY 2026-27 appropriations from the miscellaneous grants budgeted appropriations to the capital project. **VOTE**.

STAFF RECOMMENDATION:
Staff recommends approval of the steps necessary to fund an infrastructure investment of $11.2 Million for a capital project related to future formal adoption of a Town Center Specific Plan AND approval of a budget adjustment to move $1.2 Million of FY 2026-27 appropriations from the miscellaneous grants budgeted appropriations to the capital project.

FISCAL ANALYSIS:
Future tax revenues generated by the first businesses operating within the Town Center Specific Plan area would reimburse the Town for its upfront investment and would achieve the same long-term outcome involved with the standard model of requiring businesses to finance and construct necessary off-site improvements for transfer to the Town for maintenance (but allow development to move forward more quickly).

Though the analysis focuses on a ten-year period to compare funding options, the economic benefits and tax revenues generated by the development (especially TPT revenues) are expected to continue for decades beyond the initial ten-year timeframe. To provide a consistent financial comparison among different funding options, the analysis only includes Phase 1 revenues from an example anchor business (and a typical mix of additional businesses).

Several funding approaches were evaluated based on how future TPT revenues could be used. The two primary options for Council’s consideration are:

Option 1: Debt Financing (applying future TPT revenues toward annual debt payments)

- Assumes ten-year financing at an interest rate of 3.7%
- Allows the Town to preserve General Fund reserves for other future needs

Option 2: General Fund Reserve Financing (Preferred Option) (applying future TPT revenues to replenish General Fund Reserves over time)

- Avoids the cost and administrative complexity of issuing debt
- Provides flexibility to use future TPT revenues for other priorities once reserves have been repaid
- Preserves the Town's borrowing capacity for other future projects
- Provides greatest financial benefit to the Town (since no interest payments required to bondholders)

"Status quo" scenario in which General Fund Reserves remain invested and continue earning interest provides no better financial results than both the debt-financing option and the internal-funding option. The debt-financing option and status quo scenario produce similar results under current assumptions.

Key Assumptions:

- Total Phase 1 estimated improvement costs are $11.2 Million (including approximately $1.2 Million for design and $10 Million for construction
- Debt financing rates are estimated to range from 3.7% to 5.25%, depending on financing terms and market conditions (assuming 3.7% interest rate with ten-year repayment period. Higher interest rates increase the overall cost of debt-financing option)
- General Fund Reserve option involves an average Local Government Investment Pool (LGIP) return of 3.5%

Based on projected revenues, the initial businesses within the planning area are expected to generate enough TPT revenue to either cover debt payments or fully replenish General Fund Reserves within seven to eight years. Over the ten-year analysis period, the General Fund Reserve option is estimated to provide approximately $2.4 million more financial benefit to the Town than debt financing (primarily because it avoids interest costs).

Long-term total expected net TPT revenue to the Town within the TIIA1 has been estimated conservatively for the three main Phase 1 parcels at mid-to-high best-use assumptions and mid-size (average) retail footprints, as follows -

- If utilizing debt financing for the improvements (Option 1), the total net TPT revenue for Phase 1 (TIIA1) over a 40-year period is estimated to range from $60.1 Million to 64.8 Million (depending on the debt-financing scenarios ranging from rates between 3.7% to 5.25%)
- If utilizing General Fund cash reserves for the improvements (Option 2), the total net TPT revenue for Phase 1 (TIIA1) over a 40-year period is estimated at $67.5 Million

Cost assumptions and revenue projections have been intentionally estimated conservatively to provide a cautious planning baseline and reflect only new revenue generated by the development. Estimates have been revised downward to account for expected cannibalization from existing businesses. Projections also factor in additional costs needed for enhanced Town services to support the new TIIA1 development.

ITEM NO. 11f

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Heather Ruder, Public Works Director

DEPARTMENT: Public Works

AGENDA TYPE: New Business

SUBJECT: Professional Services Agreement Greenlight Traffic Engineering for Master Traffic Impact Analysis (Town Center Specific Plan) - Consideration & Possible Action (Approve) [Parker Murphy, Public Works Traffic Engineer]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
Over the last twenty years, as the Prescott Valley Town Center area has been developed and improved, a number of plans, reports, and studies have been produced to anticipate needs to accommodate growth, promote safety, and provide a vision for the future.

Any update to the Town Center Specific Plan requires traffic modeling and analysis to understand how these areas currently operate and how they might operate based on anticipated new development. This will help determine new infrastructure needed to support safe and efficient traffic operations within the Town Center area.

The particular intersections to be studied will include the following:

Lakeshore Drive
Glassford Hill Road
Florentine Road
Long Look Drive
Viewpoint Drive
Civic Drive
Windsong Drive
Lone Cactus Drive

Town staff has received a proposal for engineering services from Greenlight Traffic Engineering, LLC in the amount of $72,035.00 for this project. Such services at this price may be obtained through a direct selection process. Because this proposal has not been specifically budgeted in FY 26/27, payment will also involve approval of a budget transfer per Town policy. [Note: the Town intends to seek, where possible, reimbursement of some or all of this cost as a condition of approving future developments in the Town Center area.]

It is now proposed that the Town Council consider approval of the Service Agreement for the stated amount negotiated with Greenlight Traffic Engineering, LLC.

RECOMMENDED MOTION:
Motion to approve the Professional Services Agreement with Greenlight Traffic Engineering, LLC in the amount of $72,035.00 for engineering services (plus an owner contingency in the amount of $7,200.00) for a Master Traffic Impact Analysis to further theTown Center Specific Plan, AND approve the necessary budget transfer to fund the project. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends approval of the Professional Services Agreement with Greenlight Traffic Engineering, LLC in the amount of $72,035.00 (and 10% owner contingency of $7200.00).

FISCAL ANALYSIS:
Total Cost this Request: $79,235.00

Greenlight Traffic Engineering Contract	$72,035.00

Owner Contingency	$7,200.00
Total Project Cost:	**$79,235.00**

Funding Source: The total project budget will be funded as follows:
Fund Transfer

FROM: Cattletrack Phase II - ST2501	202-5510-700-7301	$79,235.00
TO: Master Traffic Impact Analysis Project	202-5510-631-3201	$79,235.00

Budget Impact: The cost of the Cattletrack Phase II project is fully budgeted in FY26/27 and approved by Council. This project is partially funded with grant funds allowing HURF funds to be transferred. It is intended to seek future reimbursement, where possible, of some or all of this amount as a condition of approving future development in the Town Center area.

Purchasing Method and Results: This is a Direct Select

Attachments

Professional Services Agreement
PowerPoint - Master Traffic Impact Analysis

Town of Prescott Valley Proprietary Agreement
This Agreement supersedes any and all AIA, CSI or other Documents Included in this Agreement Packet

AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this **12th** day of **November, 2026** by and between the **Town of Prescott Valley**, a municipal corporation of Arizona (hereinafter the "TOWN"), and **Greenlight Traffic Engineering, LLC**, an Arizona corporation, (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform professional services for the Master Traffic Impact Analysis project, (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has found the CONSULTANT to be competent and capable of providing professional services for such projects.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

ARTICLE 1. DESCRIPTION OF SERVICES

The CONSULTANT shall perform all of the Professional Services tasks as described in the Consultants Proposal attached hereto as Exhibit 'A' and expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually agreed upon in writing, to TOWN standards and in accordance with the degree of care and skill, which a Registered Professional in Arizona would exercise under similar conditions for a cost not to exceed $72,035.00.

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the CONSULTANT, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into additional mutual agreements which add to the Services to be performed by the CONSULTANT (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

The CONSULTANT shall, except as provided otherwise in this Agreement and any Amendment hereto, furnish all supervision, labor, and materials, and obtain all licenses and permits required for performance of the Services.

ARTICLE 2. SCHEDULE OF SERVICES

The CONSULTANT shall complete all Services within agreed time frame of the "Notice to Proceed" date, in substantial conformance with the schedule(s) set forth in Exhibit "A" and any Amendments

hereto, unless otherwise agreed to by the TOWN. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the TOWN and the CONSULTANT.

ARTICLE 3. AGREEMENT TERM

Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through June 30, 2027, or until such time as the parties mutually determine in writing that all of the Services have been accomplished, whichever is sooner.

ARTICLE 4. PAYMENT

The TOWN will pay the CONSULTANT for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth in Exhibit "A" and any Amendments hereto.

The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. All invoices submitted to the TOWN for Services performed by the CONSULTANT shall refer, by date, to the Agreement under which the Services were performed. Invoices shall contain percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall contain copies of supporting documents and proof of expenditures.

In the event a Notice to Proceed is not issued to the CONSULTANT by the TOWN within sixty (60) days after the date first-above written, this Agreement shall terminate, and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement is to be construed as granting to the CONSULTANT an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES

The TOWN may, at any time by written direction, require additional tasks as part of the Services, direct the omission of, or variation to, the Services, or alter the schedule for Services. If such direction results in a material change in the amount or character of the Services, an equitable adjustment to the price and to any other provisions in Exhibit "A" or any Amendments hereto that may be affected, shall be made in writing. All such material changes must first be approved by the TOWN.

ARTICLE 7. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the CONSULTANT's failure to observe and adhere to such standards, the CONSULTANT shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the CONSULTANT's sole expense.

ARTICLE 8. INDEMNIFICATION

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

With respect to all liability other than professional liability, including (but not limited to) those acts or omissions normally covered by general and automobile liability insurance, to the fullest extent permitted by law the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom caused by the CONSULTANT's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose services the CONSULTANT may be legally liable. Such indemnity does not extend to the TOWN's negligence.

ARTICLE 9. PRESCOTT VALLEY BUSINESS REGISTRATION

The CONSULTANT and any Subconsultants may be required to acquire and maintain a Prescott Valley Business Registration for the duration of the PROJECT in accordance with TOWN Code Article 8-02, as determined by the Town Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved
by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation and in some cases Professional Liability, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the CONSULTANT's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

Deductible/Retention: The policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and the TOWN, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and Endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by date and project name, and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Risk Management Technician
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The CONSULTANT hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the CONSULTANT or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any of the Services are subcontracted, the CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONSULTANT.

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence and $2,000,000 aggregate including bodily injury and property damage with respect to any of the CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with an unimpaired limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate, or 10% of the construction budget, whichever is larger.

ARTICLE 11. SUSPENSION OF SERVICES

The TOWN may, by written notice, direct the CONSULTANT to suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of the CONSULTANT, this Agreement may be mutually modified to compensate CONSULTANT for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date the TOWN issues an order for resumption of the Services. Upon receipt of notice to suspend Services, the CONSULTANT shall a) discontinue Services, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the Services, and e) otherwise mitigate the TOWN's costs and liabilities for that portion of the Services which have been suspended.

ARTICLE 12. TERMINATION

The TOWN, at its sole discretion, may terminate this Agreement at any time without cause prior to its Term by sending to the CONSULTANT written notice dated fifteen (15) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

The CONSULTANT may terminate this Agreement at any time without cause prior to its term by sending to the TOWN written notice dated thirty (30) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

ARTICLE 13. EXAMINATION OF SERVICES

All of the Services will be subject to examination at any reasonable time or times by appropriate TOWN staff, who shall also have the right to reject unsatisfactory Services in part or in whole. Neither examination of Services nor the lack of same, nor acceptance of Services by TOWN staff or payment therefore shall relieve the CONSULTANT from any of its obligations under this Agreement.

ARTICLE 14. PROGRESS

The CONSULTANT shall submit monthly written progress reports to assist TOWN staff in determining whether the time requirements in Article 2 hereinabove are being substantially met. Authorized staff may visit the CONSULTANT's office at any reasonable time to determine the status of the Services required by this Agreement. In addition, any person may inspect the public records generated by the CONSULTANT's activities hereunder upon reasonable request, during normal business hours, in accordance with ARS §9-471(B).

ARTICLE 15. OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including, but not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer

aided drafting and design (CADD) file diskettes which reflect final drawings, field notes, data, and other related products, which are prepared in the performance of this Agreement, are and remain the property of the TOWN, upon payment in full for all Services rendered. The CONSULTANT shall, at the conclusion of the Services or at the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents in their original format (whether complete or partially complete) produced or collected by the CONSULTANT in its performance under this Agreement. The CONSULTANT shall, at its expense, reproduce and retain a copy of the drawings, estimates, specifications, field notes, or data collected or produced under this Agreement.

ARTICLE 16. NONDISCLOSURE

Except as otherwise required by law or this Agreement, the CONSULTANT, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement.

ARTICLE 17. LAWS AND REGULATIONS

The CONSULTANT shall at all times comply with applicable laws, statutes, rules, regulations, and ordinances in its performance under this Agreement, including (without limitation) those governing wages, hours, employment discrimination, and safety. The
CONSULTANT shall also comply with equal opportunity laws and regulations to the extent they are applicable.

A. CERTAIN FEDERAL LAWS

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

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to the TOWN that the CONSULTANT and each of its subconsultants (“Subconsultants”) 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 “CONSULTANT Immigration Warranty”).

A breach of the CONSULTANT Immigration Warranty shall constitute a material breach of this Contract and shall subject the CONSULTANT to penalties up to and including termination of this Contract at the sole discretion of the TOWN.

The TOWN retains the legal right to inspect the papers of any CONSULTANT or Subconsultants employee who works on this Contract to ensure that the CONSULTANT or Subconsultant is

complying with the CONSULTANT Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, conduct random verification of the employment records of the CONSULTANT and any subconsultants to ensure compliance with CONSULTANT's Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any random verifications performed.

Neither the CONSULTANT nor any Subconsultant shall be deemed to have materially breached the CONSULTANT Immigration Warranty if the CONSULTANT or Subconsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provisions of this Article must be included in any contract the CONSULTANT enters into with any and all of its subconsultants 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 CONSULTANT or subconsultant. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

ARTICLE 18. PATENT AND COPYRIGHT

The CONSULTANT shall indemnify, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims thereof pertaining to, or arising from the CONSULTANT's performance under this Agreement.

Should the CONSULTANT's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the Services or as a result of performing the Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the CONSULTANT. However, the CONSULTANT shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use.

ARTICLE 19. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the Services hereunder as an independent contractor, and all persons or entities employed by or under contract with the CONSULTANT in connection herewith shall be employees of the CONSULTANT and are not employees of the TOWN in any respect.

ARTICLE 20. ASSIGNMENT

The CONSULTANT shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 21. SUBCONTRACTS

The CONSULTANT shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff. Furthermore, the CONSULTANT shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the CON's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES

Any notice by either party to the other hereunder shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the mail, properly stamped with the required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof by giving the other party written notice. Unless changed, notices shall be sent to the following:

TOWN: Gilbert Davidson
Town Manager
Town Of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

CONSULTANT: Greenlight Traffic Engineering, LLC
Scott Kelley, PE, PTOE
14050 N 83rd Ave - Suite - 290
Peoria, AZ 85381

ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the CONSULTANT's authorized representative. Such decision by the TOWN shall be final unless the CONSULTANT, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the basis thereof. The CONSULTANT shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING

The CONSULTANT shall keep accurate and complete records in support of all payments hereunder in accordance with generally recognized accounting principles and practices. The TOWN or its audit

representatives shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be kept by the CONSULTANT and made available for one (1) year after completion of the Services or termination of this Agreement, whichever is earlier.

ARTICLE 25. NON-WAIVER

The failure of the TOWN to insist upon or enforce strict performance by the CONSULTANT of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the TOWN's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 26. SEVERABILITY

Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 27. VENUE AND GOVERNING LAW

This Agreement shall be deemed to have been made and entered into in Yavapai County, and shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.

ARTICLE 28. ATTORNEYS' FEES

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 29. SAVINGS CLAUSE

In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 30. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 31. CONFLICT-OF-INTEREST

This Agreement may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this Agreement on behalf of the TOWN.

****

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first-above written.

TOWN:
Town of Prescott Valley,
a municipal corporation of Arizona

BY: Kell Palguta, Mayor

ATTEST:

BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

BY: Ivan Legler, Town Attorney

CONSULTANT:
Greenlight Traffic Engineering, LLC
a(n) Arizona corporation

BY: Signature

Scott Kelley, Principal
Print Name & Title

Greenlight Traffic Engineering

October 26, 2026

Mr. Parker Murphy
Town Traffic Engineer
Town of Prescott Valley
8454 Long Mesa Dr.
Prescott Valley, AZ 86314
pmurphy@prescottvalley-az.gov

Re: Town Center | Master Traffic Impact Analysis
Scope of Work and Fee Proposal

Dear Mr. Murphy,

Greenlight Traffic Engineering, LLC (Greenlight) has prepared our scope of work and fee proposal for completing the **Town Center** (Project) **Master Traffic Impact Analysis** (Task) for **Town of Prescott Valley** (Client). The primary purpose of the Project will be to perform a Master Traffic Impact Analysis (MTIA) to assist the Town in understanding infrastructure needs to support anticipated development.

The following text and man-hour derivation outlines the anticipated tasks and effort to complete the work. The total fee requested for completing this work is **$63,035 Lump Sum** plus a **$9,000 Lump Sum Optional Task**.

On behalf of the Greenlight team, we look forward to working with **Town of Prescott Valley** to complete this important project.

Sincerely,
Greenlight Traffic Engineering, LLC

Scott Kelley, PE, PTOE
Principal/Senior Project Manager
scottk@greenlightte.com
(602) 499-1339

PROJECT DESCRIPTION

The Town of Prescott Valley (Town) anticipates continued development within the Town Center area. The Town has identified 17 development areas and sub-areas with a mix of grocery, retail, restaurant, gas station, fitness center, general and medical office space, assisted living, and multifamily residential land uses, anticipated to build out over the course of a four (4) year period.

The purpose of the Master Traffic Impact Analysis (MTIA) is to identify the intersection control, lane configuration, and mitigation needs associated with each development phase and horizon year, so the Town can identify necessary infrastructure to support the traffic generated by anticipated development. The MTIA will include the following 21 existing intersections that were identified by the Town:

1. Glassford Hill Road/Tuscany Way
2. Lone Cactus Drive/Agua Fria Drive
3. Glassford Hill Road/Long Look Drive
4. Long Look Drive/Lone Cactus Drive
5. Long Look Drive/Viewpoint Drive
6. Long Look Drive/Windsong Drive/Loos Drive
7. Glassford Hill Road/Bear Path/Main Street
8. Glassford Hill Road/Driveway approximately 700-feet north of Lakeshore Drive
9. Glassford Hill Road/Lakeshore Drive
10. Glassford Hill Road/Veterans Way
11. Glassford Hill Road/Florentine Road
12. Florentine Road/Main Street
13. Florentine Road/Lake Valley Road
14. Florentine Road/Windsong Drive
15. Lakeshore Drive/Skoog Boulevard (West)
16. Lakeshore Drive/Lake Valley Road
17. Lakeshore Drive/Skoog Boulevard (East)
18. Lakeshore Drive/ Windsong Drive
19. Viewpoint Drive/Skoog Boulevard
20. Civic Drive/Skoog Boulevard
21. Windsong Drive/Civic Drive

As part of the project, access points to future development, site access points will be assumed using best practice, utilizing existing median openings and curb cuts where possible. Capacity analysis of future (minor) access points will not be included; however, auxiliary turn lane warrant analyses will need to be completed. It is anticipated that the MTIA will state that, as the study area develops, the individual TIAs prepared for each parcel will need to include capacity analyses at the minor site access points and evaluate auxiliary lanes (turn lane warrants and queuing) in more detail.

Traffic analysis models will be developed utilizing Synchro 12 software so that they can be shared with, and utilized by the Town.

The Town is assumed to be the only agency having jurisdiction (AHJ) for review and approval of the MTIA.

SCOPE OF WORK

Task 1: Project Administration, Coordination, and Meetings

1. Prepare invoices, coordinate with the Client, and perform internal coordination as part of executing the project.
2. Attend up to three (3) virtual meetings, estimated as follows:
    a. One (1) Kickoff Meeting: Coordinate kickoff meeting with City staff to confirm boundaries, key land uses (e.g., commercial, residential, recreational)
    b. One (1) Coordination Meeting
    c. One (1) Comment Resolution Meeting
3. Preparation of meeting agendas and minutes.
4. Prior to the Kickoff Meeting, gain concurrence with the Town on the following study parameters:
    a. Land use program (e.g., phasing, opening years, uses, and intensities)
    b. Trip generation (per ITE Trip Generation Manual, 12th Edition)
    c. Pass-by and internal capture trip reductions
    d. Trip distribution and assignment (by phase)
    e. Background annual growth rate (background growth to include future trips associated with any developments currently in process with the Town)
    f. Minor driveway/access locations and use
    g. Future Town-planned intersection and roadway improvement assumptions
    h. Years to include for ADOT ACIS Crash Data query (assumed 3 years for 2023-2025)

Task 2: Existing Conditions

1. Data Collection
    a. Coordinate with Field Data Services for traffic count data collection.
    b. Obtain existing traffic signal timing from the Town.
    c. Obtain the most recent three (3) years of collision data for the study intersections and segments.
2. Analysis
    a. Perform AM and PM peak hour capacity, LOS, and queuing analyses at the study intersections (2 scenarios).
    b. Identify any collision trends that can be mitigated by potential improvements.

Task 3: Phase 1 (Opening Year) Analysis

1. Estimate trip generation and perform trip distribution and assignment for Areas 1 and 2.
2. Develop Opening Year Non-Site volumes using the Town-confirmed growth rate.
3. Perform the capacity, LOS, queuing, turn lane warrant, storage, and access analyses for AM and PM peak hour Phase 1 Non-Site and Total conditions (4 scenarios).

Task 4: Phase 2 (Opening Year +2 years) Analysis

1. Estimate trip generation and perform trip distribution and assignment for Areas 3 through 7, added to Phase 1 site traffic.
2. Develop Phase 2 Non-Site volumes using the Town-confirmed growth rate.
3. Perform the capacity, LOS, queuing, turn lane warrant, storage, and access analyses for AM and PM peak hour Phase 2 Non-Site and Total conditions (4 scenarios).

Task 5: Phase 3 (Opening Year +4 years) Analysis

1. Estimate trip generation and perform trip distribution and assignment for Areas 8a through 11, added to Phase 1 and Phase 2 site traffic (full buildout).
2. Develop Phase 3 Non-Site volumes using the Town-confirmed growth rate.

3. Perform the capacity, LOS, queuing, turn lane warrant, storage, and access analyses for AM and PM peak hour Phase 3 Non-Site and Total conditions (4 scenarios).

Task 6: 5-Year Horizon AM+PM Analysis

1. Develop 5-Year Horizon Non-Site volumes by applying background growth to existing volumes. No new development is anticipated in the immediate area.
2. Develop Total volumes by adding full buildout site traffic.
3. Perform AM and PM peak hour Non-Site and Total capacity, LOS, queuing, and storage analyses (4 scenarios).

Task 7: 10-Year Horizon AM+PM Analysis

1. Develop 10-Year Horizon Non-Site volumes by applying background growth to existing volumes. No new development is anticipated in the immediate area.
2. Develop Total volumes by adding full buildout site traffic.
3. Perform AM and PM peak hour Non-Site and Total capacity, LOS, queuing, and storage analyses (4 scenarios).

Task 8: Traffic Signal Warrant Analyses and Alternative Intersection Control Evaluation

1. Perform traffic signal warrant analyses per the Manual on Uniform Traffic Control Devices (MUTCD) at the following seven (7) intersections, using the 24-hour TMCs for existing conditions and projected volumes for the phase and horizon years:
    a. Glassford Hill Road/Tuscany Way
    b. Long Look Drive/Viewpoint Drive
    c. Long Look Drive/Windsong Drive/Loos Drive
    d. Glassford Hill Road/Driveway approximately 700-feet north of Lakeshore Drive
    e. Lakeshore Drive/Skoog Boulevard (West)
    f. Lakeshore Drive/Skoog Boulevard (East)
    g. Windsong Drive/Civic Drive
2. Where signal warrants are met, evaluate alternative intersection control (e.g., roundabout, all-way stop control, or other options) for each intersection. Assumptions will be coordinated with the Town prior to evaluation.

Task 9: Mitigation Analyses

1. Identify and evaluate potential mitigation measures for all study scenarios where:
    a. New intersections or individual movements that operate worse than LOS C
    b. Existing intersections or individual movements that operate worse than LOS D, regardless of impact from the proposed development
    c. Movements that operate at LOS E or F under existing conditions that are impacted by site traffic. These movements will be mitigated to a calculated delay no greater than existing conditions.
2. Summarize potential mitigation measures by phase.

Task 10: Draft and Final Master Traffic Impact Analysis

1. Prepare a draft MTIA documenting the land use program, study area, data collection, trip generation estimations, distribution, and assignment assumptions, analysis results for all scenarios, traffic signal warrant analyses and alternative control evaluations, turn lane warrant and storage analyses, and recommended mitigation for each study phase.
2. Revise report and develop response to agency comments. Submit revised report and response to the Client.

OUTSIDE SERVICES

Traffic Count Data (See Field Data Services Attached Proposal)

1. Utilize Field Data Services of Arizona to collect 24-hour turning movement count(s) at each of the 21 study intersections identified in the project description above.

OPTIONAL TASKS

Prior to development of the full MTIA, if the Town requests an interim report for one or more phases, Greenlight will prepare an initial master traffic impact analysis (IMTIA) documenting existing conditions and the requested Phase 1, Phase 2, and/or Phase 3 scenarios.

Task 11: Initial Master Traffic Impact Analysis

1. Prepare an IMTIA documenting existing conditions and the requested phase scenarios, before the full MTIA is complete. The IMTIA will include development identified in Phases 1, 2, and/or 3, depending on the Town's needs and direction.
2. Revise report and develop response to agency comments. Submit revised report and response to the Client.
3. Any efforts as part of this optional task will be performed only upon written authorization from the Town.

CLIENT PROVIDED DATA

- Land use program and/or site plans for the study areas, if available
- Confirmed opening year and phase years
- Existing traffic signal timing
- Review and approval of the MTIA parameters, outlined in Task 1, prior to commencing efforts on the MTIA.

ASSUMPTIONS

- The **Town** will be the only reviewing agency(ies) for the traffic study
- Up to two (2) submittals included
- Documents will be delivered electronically only
- Turn lane warrant analyses will be completed per the Yavapai County TIA Guidelines.
- Traffic analysis models will be developed utilizing Synchro 12 software.
- Non-site background traffic growth will be estimated using an annual growth rate that will be confirmed with the Town. It is assumed that developments outside the study area will be accounted for through the annual growth rate (i.e., traffic generated by potential surrounding developments).

EXCLUSIONS

- Consultation with and submittal to other AHJs not specified herein
- In-person project meetings and extended conference calls
- Field review
- Weekend analysis
- Roadway segment capacity analysis
- Individual Traffic Impact Analyses for individual development areas
- Traffic signal timing or coordination plans
- Pedestrian/Bus/Transit analysis
- Parking and shared parking analysis
- Predictive crash analysis or collision diagrams
- Internal circulation analysis
- Trip Generation Study(ies)
- Drive-Through Queuing Study(ies)
- Engineering sight distance analysis
- Engineering design and design-related services including plans, specifications, and estimates

- Other items not specifically identified in this scope of work

SCHEDULE

Greenlight estimates approximately 13 weeks to perform all analyses and prepare the draft MTIA (Task 1-10). The schedule is dependent on availability of materials, coordination and approval of parameters, meeting scheduling, and other factors that may not be currently known during the preparation of this scope of work.

If the Town authorizes Optional Task 11, the schedule may be phased to deliver the Initial MTIA prior to the complete MTIA.

Greenlight will coordinate with the Town on a detailed project schedule upon notice to proceed (NTP).

GREENLIGHT TRAFFIC ENGINEERING
2026 GOVERNMENT BILLING RATE SCHEDULE

Employee Type	Hourly Rate
Principal	$250.00
Project Manager Sr.	$245.00
Project Manager	$180.00
Project Engineer Sr.	$155.00
Project Engineer	$145.00
Designer Sr.	$140.00
Designer	$135.00
Engineering EIT	$130.00
Engineering Technician	$110.00
Engineering Intern	$70.00
CADD Designer	$110.00
Admin/Clerical	$80.00

Greenlight Traffic Engineering

Client: Town of Prescott Valley
Contract No.: TBD
Project No.: TBD
Project: Town Center | Master Traffic Impact Analysis
Change Order: NA
Submittal: Submittal 1
Date: October 26, 2026

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR

Classification	Man Hours	Loaded Hourly Rate	Labor Costs
Principal	3	$ 250.00	$ 750.00
Project Manager - Sr	28	$ 245.00	$ 6,860.00
Project Engineer	96	$ 145.00	$ 13,920.00
Engineer in Training	196	$ 130.00	$ 25,480.00
CADD Tech - Designer	12	$ 110.00	$ 1,320.00
Admin/Clerical	4	$ 80.00	$ 320.00
Total Hours	**339**		

SUB-TOTAL DIRECT LABOR **$ 48,650.00**

DIRECT EXPENSES

Item	Units	Unit Cost	Cost
		$ -	$ -
		$ -	$ -

Direct Expenses Sub-Total **$ -**

OUTSIDE SERVICES

Firm	Item	Units	Unit Cost	Cost	DBE %
FDS	24-Hour TMCs	21	$ 685.00	$ 14,385.00	
			$ -	$ -	

Outside Services Sub-Total **$ 14,385.00**

Total Fee (Labor+Direct+Outside Services) **$ 63,035.00**

OPTIONAL TASK

Task	Units	Unit Cost	Cost
Task 11: Initial MTIA	1	$ 9,000.00	$ 9,000.00
		$ -	$ -

Optional Task Sub-Total **$ 9,000.00**

October 26, 2026

Scott Kelley, PE, PTOE
Date
Principal
Greenlight Traffic Engineering, LLC

Greenlight Traffic Engineering

Client: Town of Prescott Valley
Contract No.: TBD
Project No.: TBD
Project: Town Center | Master Traffic Impact Analysis
Change Order: NA
Submittal: Submittal 1
Date: October 26, 2026

DERIVATION OF MAN-HOURS

	Classification							
TASK DESCRIPTION	**Principal**	**Project Manager - Sr**	**Project Engineer**	**Engineer in Training**	**CADD Tech - Designer**	**Admin/Clerical**	**Total Hours**	**Cost by Task**
	$ 250.00	**$ 245.00**	**$ 145.00**	**$ 130.00**	**$ 110.00**	**$ 80.00**		
Task 1: Project Administration, Coordination, and Meetings	**3**	**0**	**10**	**0**	**0**	**4**	**17**	**$ 2,520.00**
1.1 Project Admin			4			4	**8**	$ 900.00
1.2 Virtual Meetings (x3)	3		3				**6**	$ 1,185.00
1.3 Meeting Agendas and Meeting Minutes (x3)			3				**3**	$ 435.00
Task 2: Existing Conditions		**2**	**6**	**12**			**20**	**$ 2,920.00**
Task 3: Phase 1 (Opening Year) Analysis		**2**	**8**	**24**			**34**	**$ 4,770.00**
Task 4: Phase 2 (Opening Year +2 years) Analysis		**2**	**8**	**24**			**34**	**$ 4,770.00**
Task 5: Phase 3 (Opening Year +4 years) Analysis		**2**	**8**	**24**			**34**	**$ 4,770.00**
Task 6: 5-Year Horizon AM+PM Analysis		**2**	**8**	**24**			**34**	**$ 4,770.00**
Task 7: 10-Year Horizon AM+PM Analysis		**2**	**8**	**24**			**34**	**$ 4,770.00**
Task 8: Traffic Signal Warrant Analyses and Alternative Intersection Control Evaluation		**2**	**8**	**24**			**34**	**$ 4,770.00**
Task 9: Mitigation Analyses		**6**	**8**	**16**			**30**	**$ 4,710.00**
Task 10: Draft and Final Master Traffic Impact Analysis		**8**	**24**	**24**	**12**		**68**	**$ 9,880.00**
Greenlight Total Man-Hours	**3**	**28**	**96**	**196**	**12**	**4**	**339**	**$ 48,650.00**

FIELD DATA SERVICES OF ARIZONA, INC.
520.316.6745

veracitytrafficgroup dba (Ca)

Work Estimate

DATE: 10/13/2026
ESTIMATE #: 26-577
CITY: *Prescott Valley*
Prepared by: Sharon Morris

SERVICE PROVIDER - SUBCONTRACTOR	CUSTOMER
Field Data Services of Arizona, Inc. **Veracity Traffic Group (California)** 31894 Whitetail Ln. Temecula, CA 92592 Phone: 520.316.6745 Fax: 866.686.7612 www.fdsaz.com	**Scott M Kelley, PE, PTOE, Principal** **Greenlight Traffic Engineering** **14050 N. 83rd Ave., Suite 290** **Peoria, AZ 85381** **p 602.499.1339** scottk@greenlightte.com

PROJECT DESCRIPTION: Greenlight #:

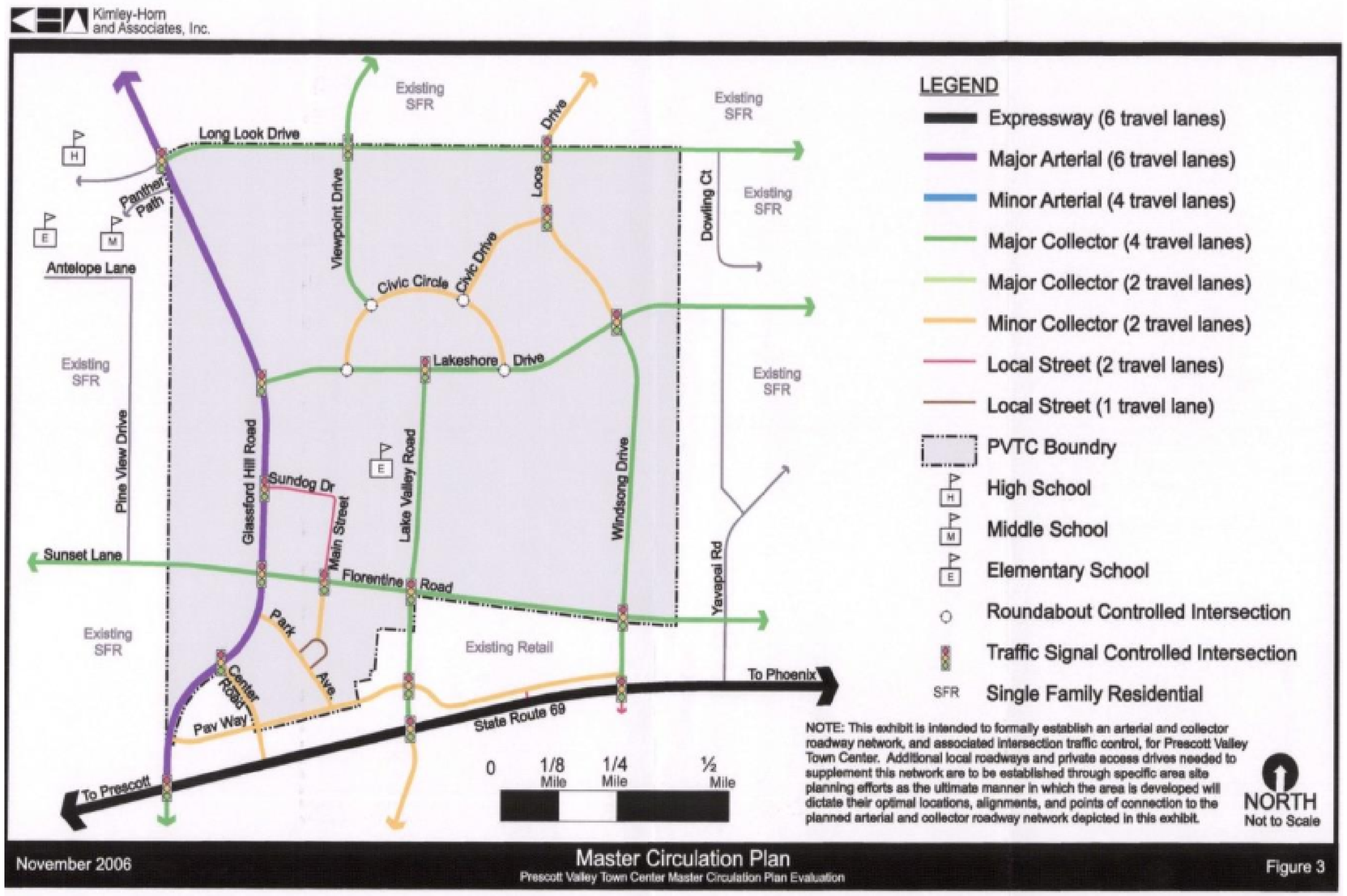
ITEM TYPE	DESCRIPTION	QTY	RATE	TOTAL
	WEEKDAY 24-HOUR TMC COUNT			$ -
TMC	21 LOCATIONS TO BE DETERMINED	21	$685.00	$ 14,385.00
				$ -
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			TOTAL	**$ 14,385.00**

PRESCOTT VALLEY

Master Traffic Impact Analysis
Town Center Specific Plan

November 12, 2026
Town Council Meeting

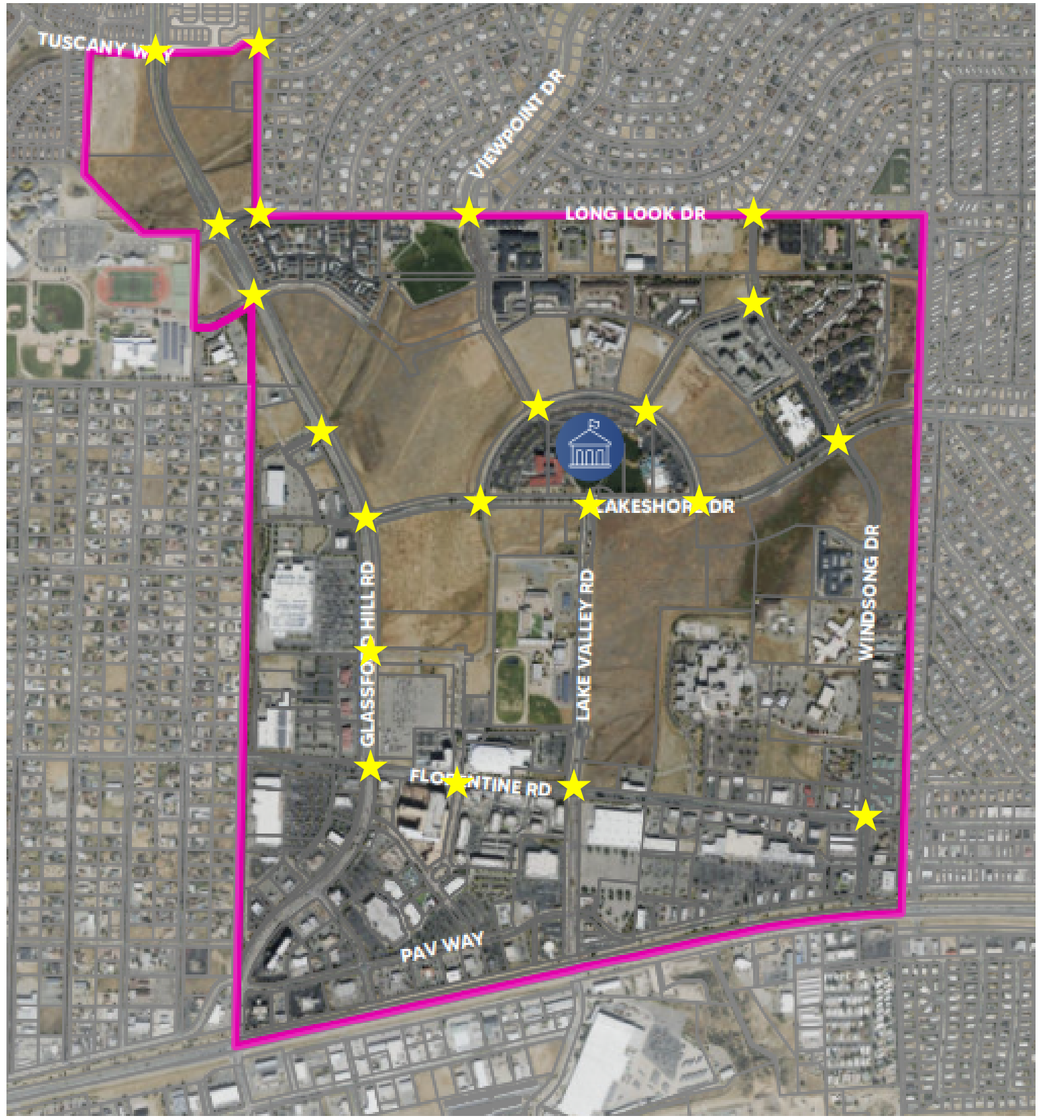
General Plan 2035



Excerpt from
Master Circulation Plan Evaluation,
Prescott Valley Town Center

PRESCOTT VALLEY

Proposed Master Traffic Impact Analysis Area




PRESCOTT VALLEY
Thank you!

ITEM NO. 11g

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Robert Kieren, Parks and Recreation Director

DEPARTMENT: Parks & Recreation

AGENDA TYPE: New Business

SUBJECT: Telecommunications Lease Town & Allynx, AT&T Wireless Services Pronghorn Park Light Pole - Consideration & Possible Action (Authorize Signature) [Bobby Kieren, Parks and Recreation Director]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
The Town of Prescott Valley has previously entered into an agreement (December 19, 1999) granting a right-of-first-refusal to Allynx Corp. to lease certain Town facilities for purposes of entering into subleases with wireless telecommunications providers. Allynx has had considerable experience in the location of such telecommunications facilities, and originally assisted Prescott Valley, Prescott, Chino Valley, and Yavapai County

develop a joint telecommunications plan in response to new federal law. The joint telecommunications plan encourages such facilities to be located on various public structures (e.g., water tanks, light poles, etc.) where possible.

Cellular customers in the ViewPoint/Pronghom Ranch area have complained for some time that their service coverage is inadequate. Several years ago, AT&T proposed placing a new standalone facility in Pronghorn Park (disguised as a water tank). However, opposition at the time from nearby residents (after a neighborhood meeting) caused AT&T to look at other options. Unfortunately, none of those other options have proven viable. In April 2026, AT&T again proposed a facility in Pronghorn Park and held another neighborhood meeting (after notice) on August 11, 2026 in accordance with Town Code 13-08-070(C). The Parks, Arts, and Recreation Commission also considered the proposed location at its meeting on September 8, 2026.

This proposal by AT&T involves locating the telecommunications facility on the topmost section of a sports field lighting pole at the existing location at the north-east corner of the softball field. The existing pole would be replaced to accommodate both the antenna and the sports field lighting (80-foot monopole) so the playing field lights would not be affected. The associated accessory equipment structure would be constructed between the soccer and softball fields. All costs associated with the project would be covered by AT&T.

The proposed Lease between the Town and Allynx (and the Sublease between Allynx and AT&T) typically have similar provisions. The Lease with the Town is for an initial term of 5 years (with 6 extension options of 5 years apiece if Allynx and AT&T are not in default). AT&T is not required to pay Allynx (or Allynx to pay the Town) until the facility is constructed (and considerable time is given to AT&T to decide if and when it will construct the facility). Once payments begin, they are subject to increase over time.

This proposed lease was first discussed with the Town Council at its regular meeting on October 8, 2026. Prior to the discussion, residents had raised (during the call to the public) concerns about their opportunity to have legal counsel review the procedure involved under the Town General Plan and Town Code. Therefore, a motion was made to table the discussion until the November 12, 2026, Town Council meeting.

It is now proposed that the Town Council consider whether to approve the negotiated Lease Agreement with Allynx Corp. for the purpose of locating the proposed telecommunications facility on an existing sports field lighting pole at Pronghorn Park.

[Note: Town Code 2-02-040(D) requires the Mayor to execute and authenticate by his signature any instruments conveying or acknowledging conveyance of Town real property interests. It is therefore proposed that the Mayor be authorized to sign the Lease between the Town and Allynx for the Pronghorn Park Lightpole Telecom Facility.]

RECOMMENDED MOTION:
Motion to authorize the Mayor to sign a Lease Agreement between the Town and Allynx Corp. for the purpose of locating a telecommunications facility with AT&T on an existing sports field lighting pole at Pronghorn Park. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends authorizing signature of the Lease Agreement with Allynx for the purpose of locating a telecommunications facility on an existing sports field lighting pole at Pronghorn Park.

FISCAL ANALYSIS:
During the Initial Term (60 months) Allynx will pay rent to the Town of $1,826.00 per month. During each additional Term thereafter, rent shall be increased by 15%. If Allynx subleases any portion of the Site to another provider, the rent shall be increased by 50% for each new sublessee. Within 60 days after execution of the Sublease, AT&T shall pay $15,000 to Allynx (for payment to the Town).

Attachments

Antenna Site Lease Allynx ATT Pronghorn
AT&T Project Plan Support Document
Presentation

ANTENNA SITE LEASE
ALLYNX ATT PRONGHORN

THIS ANTENNA SITE LEASE (this **"Lease"**) is dated for reference purposes only this ___ day of _____, 2026, by and between the Town of Prescott Valley, a municipal corporation of Arizona (**"Lessor"**), and Allynx Corporation, an Arizona corporation **("Tenant"**).

WITNESSETH THAT:

A. Lessor owns certain real property located at 7931 E. Rusty Spur Trail, Prescott Valley, Arizona 86315, as more particularly described in **Exhibit A** (**"Property"**); and

B. Tenant desires to obtain a lease over a portion of the Property (the **"Premises"**), described in Exhibit A and generally shown on the site plan attached hereto as **Exhibit B** (**"Site"**) for the purpose of subleasing (**"Sublease"**) the Site to New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Sublessee**") for the purpose of installing and operating an antenna support structure and appurtenant equipment for wireless services as generally described on Exhibit B for Sublessee's sixty foot (60') high monopole structure, antennas and telecommunication equipment ("**Facility")**.

NOW, THEREFORE, the parties hereto, having exchanged good, valuable and satisfactory consideration, agree as follows:

1. **Lease**. Lessor hereby leases to Tenant for the Term (as defined in Paragraph 2 below) the Site for the use described in Paragraph 3 below. This Lease includes the right to use the areas immediately adjoining the Site for the purpose of access and installing any necessary utilities for Lessor's use of the Site. In the event that Lessor and Tenant have not agreed on the precise location of the Site as of the date hereof, Lessor and Tenant agree that the precise location (including the access and utilities rights-of-way and easements) shall be located by a survey prepared by a surveyor, at Tenant's expense, and such survey shall then be attached hereto as a new Exhibit C and shall control in the event of any discrepancy with Exhibit B.

2. **Terms and Commencement.** The initial term of this Sublease shall be sixty (60) months ("Initial Term") commencing upon the Commencement Date (as defined herein). The Sublease shall commence on the earlier of the first day of the month after Sublessee commences construction of any portion of the Antenna Facilities, or (ii) on the first day of the month following the date that is eighteenth (18) months following the Effective Date), whichever occurs first ("**Commencement Date**"). In the event the date of commencing construction of the Antenna Facilities is determinative and such date falls between the 1st and 15th of the month, the Initial Term shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Initial Term shall commence on the 1st day of the following month. Sublessor and Sublessee agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Sublessee commences installation of the Antenna Facilities on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. The Term of this Sublease shall automatically renew for six (6) additional five (5) year terms (each a **"Renewal Term"**)

unless Sublessee notifies Sublessor, in writing, of Sublessee's intention not to renew this Sublease, at least six (6) months prior to the expiration of the Initial Term or the current Renewal Term. Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent in each Renewal Term shall be one hundred fifteen percent (115%) of the Rent payable with respect to the immediately preceding five (5) year term. The Initial Term and each Renewal Term shall be collectively referred to as the "**Term**." If Sublessee shall remain in possession of the Premises at the expiration or earlier termination of this Sublease, such possession shall be deemed a month-to-month tenancy ("**Holdover Tenancy**") on the same terms and conditions of this Sublease. Either Party may terminate the Holdover Tenancy by giving thirty (30) days prior written notice to the other, in which case the Holdover Tenancy shall thereupon terminate on the last day of the month following the month in which the notice is given. Rent for each month of the Holdover Tenancy shall be one hundred twenty-five percent (125%) of Rent payable in the last month of the Term.

3. **Use**. Tenant may use the Site for the purpose of (**"Permitted Use"**) subleasing the Site to New Cingular Wireless for constructing, installing, operating, maintaining, repairing, replacing, and removing, from time to time, communications antennae with antenna arrays and all necessary appurtenances, support equipment, and such other equipment, cables and conduits as may be appropriate for use of the Site as a wireless communications facility (collectively, **"Equipment"**) and such utility wires, cables, conduits and pipes over, under, along and through the Premises, as may be appropriate for the proper functioning of the Facility and Equipment.

4. **Access.** Lessor shall grant Tenant and the Sublessee under the Sublease the non-exclusive right (the "**Access and Utilities Rights of Way**") for ingress and egress, in accordance with Section 7 below (and as described in Exhibit A), over or along a right-of-way extending from the nearest public right-of-way to the Premises, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Site and through the Premises and Lessor's appurtenant Property to enable Tenant to construct, install, operate, maintain, repair, replace and remove any or all of the Facility or Equipment and the right for the installation and maintenance of utility wires, poles and cables, conduits and pipes over, under or along a separate five foot (5') wide right of way (the "**Utilities Rights of Way**").

5. **No Lien.** The Facility and Equipment, including, without limitation, the antennae, antenna arrays, communications equipment and support equipment located on the Site, shall at all times be the sole property of Subtenant. Tenant and Subtenant shall keep the Property and the Site free from mechanics' liens arising out of construction and Tenant and Subtenant shall comply with all applicable building codes, regulations and ordinances required for use of the Site.

6. **Rent.**

a. Tenant shall pay to Lessor, on the 10th day of every calendar month during the Term, rent as follows: (a) during the Initial Term, during the first 60 months of the Term, Eighteen Hundred Twenty Six and no hundreds Dollars ($1,826.00) per month. During each Additional Term thereafter, rent shall be

in the amount charged, per month, during the most recent Term increased by fifteen percent (15%). If Tenant shall sublease any portion of the Site to more than one subtenant or licensee, the rent for the applicable month shall be increased by fifty percent (50%) for each subtenant after the first subtenant.

b. The Sublease provides Sublessee shall, within sixty (60) days following execution of the Sublease, pay the sum of Fifteen Thousand Dollars ($15,000) ("Initial Payment") to Tenant to be paid by Tenant to Landlord. Promptly upon receipt of the Initial Payment, Tenant shall pay the Initial Payment to Landlord.

7. **Indemnity and Insurance.** Tenant shall, and each subtenant shall, indemnify and hold Lessor harmless from any claim, demand or cause of action which may arise from Tenant's/subtenant's negligent act or omission or willful misconduct in the construction, use, operation or maintenance of the Facility and Equipment, and their use of the Site, except for any occurrence attributable, in whole or in part, to Lessor and/or its assigns, other Tenants, their agents, employees, customers, invitees or contractors.

Tenant shall (directly or through its subtenants), throughout the Term, carry adequate insurance to protect the parties hereto against any and all claims, demands, actions, judgments, costs, expenses and liabilities which may arise out of or result, directly or indirectly, from Tenant's use of the Site, except to the extent such liability shall arise out of or result from the negligence of Lessor and/or its assigns, other Tenants, agents, employees, customers, invitees or contractors. Such insurance policy shall be a combined single limit policy in an amount of not less than $2,000,000 per occurrence and may be in the form of general coverage or floating policies covering this and other Sites.

8. **Lessor's Non-Interference.** Except for radio frequency transmitter equipment or barriers or physical conditions which exist as of the date first-above written, Lessor agrees for itself and Lessor's successors and assigns not to construct or permit or otherwise allow to be constructed on the Property, any barrier or physical condition that would impede or interfere with the Permitted Use of the Site under this Lease. In addition, Lessor shall not cause or permit any interference with the construction, installation, maintenance or operation of the Facility, or any interference with the proper and optimum placement and operation of all Equipment and apparatus on the Site. In the event any such interference shall occur, Lessor shall, at no cost or expense to Tenant, immediately take or cause to be taken all such actions as are necessary to correct and eliminate such interference.

9. **Quiet Enjoyment.** Lessor warrants and agrees that Tenant, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Site. If Lessor, at any time during the Term of this Lease, sells, transfers or otherwise conveys all or any part of the Site to any transferee other than Tenant, such transfer shall be under and subject to this Lease and all of Tenant's rights hereunder.

10. **Utilities and Taxes.** Tenant shall pay all utility service charges to the extent required for its use of the Site. Lessor and Tenant shall reasonably cooperate to provide for a

separate metering of such utilities. Any expense associated with providing for such separate metering shall be borne solely by Tenant. Lessor shall pay for all real property taxes and assessments against the Site, except that Tenant shall pay to Lessor any increase in such taxes or assessments based solely on the assessed value of any improvements constructed by Tenant on the Site for operation of the Facility. Tenant shall pay all personal property taxes assessed against the Facility and Equipment.

11. **Removal of Property.** Tenant shall, within thirty (30) days following the expiration or earlier termination of the Term, remove the Facility and Equipment and restore the Site to its condition at the commencement of the, reasonable wear and tear and damage by casualty excepted.

12. **Subleasing.** Lessor acknowledges and agrees that Tenant will sublease all or any portion of the Site, Facility or Equipment to one or more wireless service providers licensed by the Federal Communications Commission for a Permitted Use consistent with this Lease. Lessor's sole compensation shall be the increase in rent set forth in this Lease. As used in this Lease, the term Tenant shall include all sublessees. All subleases shall contain a provision substantially stating the Sublease is under and is subordinate to the Antenna Site Lease for the Site between Sublessor and The Town of Prescott Valley as Lessor. Sublessee agrees to execute such reasonable subordination Leases and estoppel certificates as Lessor may require from time to time. Lessor, for its part, agrees to enter into a reasonable non-disturbance Lease with any sublessees.

13. **Title Matters.** Lessor represents and warrants to Tenant that it has full authority to enter into this Lease and that Lessor has fee title to the Property or a leasehold interest in the Property and the Site is not and shall not be subject to any leases, documents, liens, encumbrances or restrictions, nor are there any violations of law, ordinances or regulations, of which Lessor is aware, which might prevent or negatively impact upon Tenant's proposed use and occupancy of the Site.

14. **Maintenance and Repairs.** The Sublease shall require Sublesse, during the Term, at Sublessee's sole cost and expense, maintain in good condition and repair those improvements made to the Site.

15. **Assignment.** Tenant may not assign this Lease and the Sublease shall require the Sublessee may not assign the Sublease, without the prior consent of Lessor Tenant nor Subleasee, except that, without the consent of Lessor, assign this Lease: (a) to any corporation or entity which is owned by or closely affiliated or to any subsidiary or parent; (b) to a corporation or other entity with which it may merge or consolidate; (c) to a purchaser of all or substantially all of the outstanding ownership of its units or assets; (d) to any transferee of its Federal Communications Commission for Personal Communications Services; or (e) in connection with any Secured Financing as more particularly provided in Paragraph 18 below.

16. **Eminent Domain.** If during the Term the whole or any part of the Site is taken by eminent domain or condemnation or sold under threat of exercise of said power (all of which are herein called **"Condemnation"**), Tenant may terminate this Lease upon written notice to Lessor

within thirty (30) days after Tenant receives written notice of such Condemnation from Lessor. Further, regardless of whether this Lease is terminated as provided in this Paragraph, Tenant shall, in the event of a Condemnation, be entitled to receive just compensation from the condemning authority or transferee for loss of all or any portion of the Site, this Lease and/or Facility, Use or Equipment, including, without limitation, the value of any personal property and trade fixtures taken, the cost of relocating the Facility or any portion thereof and any loss of business.

17. **Default.** Tenant shall be in default if it fails to pay Rent within ten (10) days after written notice from Lessor. Either party shall be in default upon their failure to observe or perform any of their respective obligations for thirty (30) days after receipt of written notice (or any such lesser period as may be expressly provided in this Lease) unless the default is of such nature that it cannot be cured within thirty (30) days and the party in default commences a cure within thirty (30) days or such lesser time as expressly provided and works diligently to cure. In the event of such default, the non-defaulting party may thereafter pursue any and all remedies available at law or in equity, including without limitation, the right, but not the obligation, to cure such default and submit a written statement of costs incurred for curing the default to the defaulting party. The defaulting party shall have thirty (30) days following receipt of such a written statement to reimburse the non-defaulting party for costs incurred.

18. **Mutual Agreements.** Lessor and Tenant agree that: (a) time is of the essence of each and every provision of this Lease; (b) except as otherwise expressly provided in this Lease, whenever the consent or approval of either party hereto is required, that party shall not unreasonably withhold or delay such consent or approval; (c) this Lease shall be construed and enforced in accordance with the laws of the State of Arizona; (d) each and all of the rights and obligations of the parties under this Lease shall be binding upon and shall inure to the benefit of the parities hereto and their respective heirs, successors and assigns; (e) the invalidity of any portion of this shall not affect the remainder of this Lease; (f) in the event that any action shall be instituted by either of the parties hereto or by any Secured Party as described herein below for the enforcement of any rights or remedies in or under this Lease, the prevailing party shall be entitled to recover from the other party all costs incurred by said prevailing party in such action, including, but not limited to, reasonable attorneys' fees; and (g) in the event that any Exhibits referred to in this Lease have not been prepared as of the date hereof, they may be attached after the execution of this Lease.

19. **Additional Agreements.** From and after the date of this Lease, each of the parties hereto shall promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such instruments or documents, and shall take all actions pursuant to the provisions of this Lease, as may reasonably be requested by any party hereto to carry out the intent or purpose of the provisions of this Lease. This Lease shall include, but not be limited to, Lessor's execution of Leases or grants of easements to any public authority or public utility; subordinations, which include non-disturbance clauses; joining in applications for government permits or approvals which are necessary or appropriate for the Permitted Use of the Site and operation of the Facility and Equipment as provided in this Lease. This Lease shall be construed according to the fair meaning of the language; may be signed in counterparts; and facsimile signatures shall be sufficient unless originals are required by third parties.

20. **Security Interest and Assignment.** Lessor agrees that, at all times during the Term, Tenant shall have the absolute and unconditional right from time to time to grant to any person or entity (a **"Secured Party"**) a security interest in some or all of the Facility or Equipment and/or any of Tenant's furniture, fixtures, equipment and/or other property and/or to assign or pledge this Lease to any person or entity for purposes of financing the Facility or Equipment or for the operation of its business (**"Secured Financing"**). Lessor hereby waives any and all rights or interest which Lessor may have or acquire to or in the Facility, Equipment and/or any of Tenant's furniture, fixtures, equipment and/or other property (**"Personal Property"**) utilized or to be utilized in connection therewith and hereby agrees that same will not constitute realty regardless of the law of fixtures and/or the manner in which same are affixed to or placed on the Site or otherwise. Accordingly, Lessor shall not grant, create or purport to grant or create any security interest whatsoever in the Facility and/or Tenant's Personal Property utilized or to be utilized in connection therewith. Upon the expiration or earlier termination of this Lease, Lessor will give to any Secured Party, of which it has received notice, the right, within sixty (60) days after such event, to enter upon the Site for the purpose of removing any property in which it holds a security interest. Lessor hereby expressly agrees to promptly execute, acknowledge and deliver to Tenant, from time to time, upon request by Tenant, all such instruments and documents as are reasonably requested by Tenant, in order to carry out the intent and purpose of this Paragraph.

21. **Notices.** Any notice or demand shall be in writing, be deemed given if personally delivered, mailed certified mail, return receipt, or sent by overnight courier to the address and to the attention of the parties' respective designees as stated below. Any change in address or change in the identity of the person to whose attention notices or demands are to be directed shall be communicated as herein provided.

Tenant:	Allynx Corporation Attn: Richard Q. Nye 7025 N 47th St. Paradise Valley, AZ 85253 Phone: (602) 757-1113 Email: nye@allynxcorp.com	Lessor:	Town of Prescott Valley Attn: Town Manager 7501 E Skoog Blvd Prescott Valley, AZ 86314 Phone: (928) 759-3100 Fax: (928) 759-3125

22. **Termination.** The Parties agree the purpose of this Lease is to facilitate the Sublease and default or termination of the Sublease shall cause the co-terminus termination of this Lease or suspension of payment of Rent under this Lease to the extent of Sublessor's default under the Sublease.

23. **Entire Agreement.** This Lease along with all exhibits and attachments or other documents attached hereto or named herein constitutes the entire and exclusive agreement between Lessor and Tenant relative to the Site. All prior or contemporaneous oral agreements, understandings and discussions relative to the leasing of the Site are merged in or revoked by this Lease. This Lease and such exhibits, attachments and other documents may be altered, amended or revoked only by instrument in writing signed by Lessor and Tenant. Each writing, diagram or

plat referred to in this Lease as being attached to this Lease as an exhibit or otherwise designated in this Lease as an exhibit to this Lease, is made a part of this Lease.

24. **Hazardous Substances.** With prior written notice to Lessor, the Tenant shall have the right, but not the duty, to enter upon the Property and conduct, at Tenant's sole cost and expense and for its sole benefit, a Phase I environmental assessment to determine the presence of hazardous substances within, on, or under the Property. "Hazardous substance" shall mean any material, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor represents, to its best knowledge (without having conducted any independent investigation), that there are not pre-existing conditions involving hazardous substances on or within the Site, and Lessor and Tenant each warrant to the other that they will not generate, store or dispose of any hazardous substance within, on, or under the Property, except in accordance with all local, state and federal regulations governing the proper use, storage and disposal of such substances. Each shall indemnify and defend the other from any losses, claims, damages, penalties and liabilities arising from any breach of this provision, without regard to whether Tenant has exercised its right to conduct an environmental assessment of the Property. This obligation to indemnify and defend shall survive the expiration or earlier termination of this Lease.

25. **Authority to Execute.** Lessor and Tenant represent and warrant that each person executing this Lease on behalf of Lessor or Tenant is duly authorized to execute and deliver this Lease on behalf of such party.

26. **Exhibits**. Certain attachments may be appended to this Lease and denominated Exhibits. Such attachments, if any, shall constitute a part of the Lease.

27. **Conflict-of-Interest.** This Lease may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict-of-interest as described therein by any person significantly involved in negotiating this Lease on behalf of the Lessor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party hereto has executed this Antenna Site Lease, as of the day and year first written above.

LESSOR: Town of Prescott Valley, a municipal corporation of Arizona

By: _____
, Mayor

Attest: _____
, Town Clerk

Approved as to form: _____
Ivan Legler, Town Attorney

TENANT: Allynx Corporation, an Arizona corporation

By: _____
Richard Q. Nye., President

EXHIBIT A

Legal Description

APN: 103-53-323

A PORTION OF TRACT E, PRONGHORN RANCH-UNIT V AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 49 OF MAPS, PAGE 83 AND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP "LS 16826" MARKING THE EAST QUARTER CORNER OF SAID SECTION 26 FROM WHICH A FOUND BRASS CAP "HOOK ROCKWELL" MARKING THE SOUTHEAST CORNER BEARS SOUTH 00° 19' 24" WEST, 2642.96 FEET;

THENCE NORTH 34° 31' 47" WEST, 97.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 44° 25' 42" WEST, 25.00 FEET;

THENCE NORTH 45° 34' 18" WEST, 20.00 FEET;

THENCE NORTH 44° 25' 42" EAST, 25.00 FEET;

THENCE SOUTH 45° 34' 18" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 500 SQUARE FEET.

UTLITY EASEMENT NO.1 LEGAL DESCRIPTION

A 8.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT E, PRONGHORN RANCH-UNIT V AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 49 OF MAPS, PAGE 83 AND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND ALUMINUM CAP "LS 16826" MARKING THE EAST QUARTER CORNER OF SAID SECTION 26 FROM WHICH A FOUND BRASS CAP "HOOK ROCKWELL" MARKING THE SOUTHEAST CORNER BEARS SOUTH 00° 19' 24" WEST, 2642.96 FEET;

THENCE NORTH 34° 31' 47" WEST, 97.13 FEET;

THENCE NORTH 45° 34' 18" WEST, 2.54 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 58' 58" EAST, 21.41 FEET TO THE POINT OF TERMINUS.

CONTAINS 176 SQUARE FEET.

UTLITY EASEMENT NO.2 LEGAL DESCRIPTION

A 4.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 22 AND TRACT E, PRONGHORN RANCH-UNIT V AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 49 OF MAPS, PAGE 83 AND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING 2.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND ALUMINUM CAP "LS 16826" MARKING THE EAST QUARTER CORNER OF SAID SECTION 26 FROM WHICH A FOUND BRASS CAP "HOOK ROCKWELL" MARKING THE SOUTHEAST CORNER BEARS SOUTH 00° 19' 24" WEST, 2642.96 FEET;

THENCE NORTH 34° 31' 47" WEST, 97.13 FEET;

THENCE NORTH 45° 34' 18" WEST, 20.00 FEET;

THENCE SOUTH 44° 25' 42" WEST, 7.62 FEET TO THE POINT OF BEGINNING:

THENCE NORTH 45° 34' 18" WEST, 5.95 FEET;

THENCE NORTH 44° 25' 42" EAST, 29.51 FEET;

THENCE NORTH 00° 00' 00" EAST, 144.36 FEET TO THE POINT OF TERMINUS.

CONTAINS 719 SQUARE FEET.

EXHIBIT B

Site Plan

LESSOR'S LEGAL DESCRIPTION

TRACT 22 AND E, PRONGHORN RANCH-UNIT V AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 49 OF MAPS, PAGE 83.

NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AND IS NOT INTENDED TO VERIFY OWNERSHIP.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

FLOOD ZONE

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE "X" AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04025C1714H, DATED AUGUST 24, 2021. ZONE "X" IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 04/16/2025.

SITE BENCHMARK

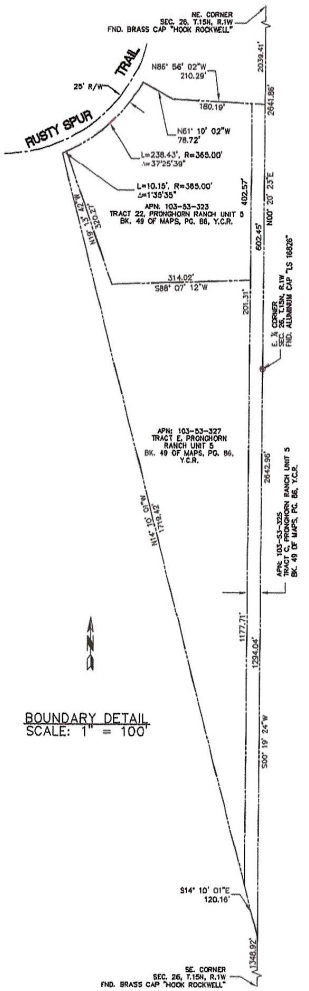
ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

CENTER OF GEODETIC COORDINATES

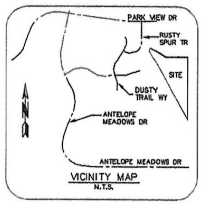
PROPOSED LIGHT POLE LOCATION
LATITUDE: 34° 39' 04.014" (34.65133650°) NORTH (NAD83)
LONGITUDE: 112° 19' 28.548" (112.3245966°) WEST (NAD83)
ELEVATION @ GRADE = 4924.6' (NAVD88)

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.



BOUNDARY DETAIL
SCALE: 1" = 100'



VICINITY MAP
N.T.S.

LEASE AREA LEGAL DESCRIPTION

A PORTION OF TRACT E, PRONGHORN RANCH-UNIT V AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 49 OF MAPS, PAGE 83 AND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP "LS 16828" MARKING THE EAST QUARTER CORNER OF SAID SECTION 26 FROM WHICH A FOUND BRASS CAP "HOOK ROCKWELL" MARKING THE SOUTHEAST CORNER BEARS SOUTH 00° 19' 24" WEST, 2642.96 FEET;

THENCE NORTH 34° 31' 47" WEST, 97.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 44° 25' 42" WEST, 25.00 FEET;

THENCE NORTH 45° 34' 18" WEST, 20.00 FEET;

THENCE NORTH 44° 25' 42" EAST, 25.00 FEET;

THENCE SOUTH 45° 34' 18" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 500 SQUARE FEET.

PROPOSED UTILITY EASEMENT NO. 1 LEGAL DESCRIPTION

A 8.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT E, PRONGHORN RANCH-UNIT V AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 49 OF MAPS, PAGE 83 AND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND ALUMINUM CAP "LS 16828" MARKING THE EAST QUARTER CORNER OF SAID SECTION 26 FROM WHICH A FOUND BRASS CAP "HOOK ROCKWELL" MARKING THE SOUTHEAST CORNER BEARS SOUTH 00° 19' 24" WEST, 2642.96 FEET;

THENCE NORTH 34° 31' 47" WEST, 97.13 FEET;

THENCE NORTH 45° 34' 18" WEST, 2.54 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89° 58' 58" EAST, 21.41 FEET TO THE POINT OF TERMINUS.

CONTAINS 176 SQUARE FEET.

PROPOSED UTILITY EASEMENT NO. 2 LEGAL DESCRIPTION

A 4.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF TRACT 22 AND TRACT E, PRONGHORN RANCH-UNIT V AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 49 OF MAPS, PAGE 83 AND BEING SITUATED WITHIN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING 2.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND ALUMINUM CAP "LS 16828" MARKING THE EAST QUARTER CORNER OF SAID SECTION 26 FROM WHICH A FOUND BRASS CAP "HOOK ROCKWELL" MARKING THE SOUTHEAST CORNER BEARS SOUTH 00° 19' 24" WEST, 2642.96 FEET;

THENCE NORTH 34° 31' 47" WEST, 97.13 FEET;

THENCE NORTH 45° 34' 18" WEST, 20.00 FEET;

THENCE SOUTH 44° 25' 42" WEST, 7.62 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45° 34' 18" WEST, 5.95 FEET;

THENCE NORTH 44° 25' 42" EAST, 29.51 FEET;

THENCE NORTH 00° 00' 00" EAST, 144.36 FEET TO THE POINT OF TERMINUS.

CONTAINS 719 SQUARE FEET.

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL01779

SITE ADDRESS:
7931 E. RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315

SUBMITTALS

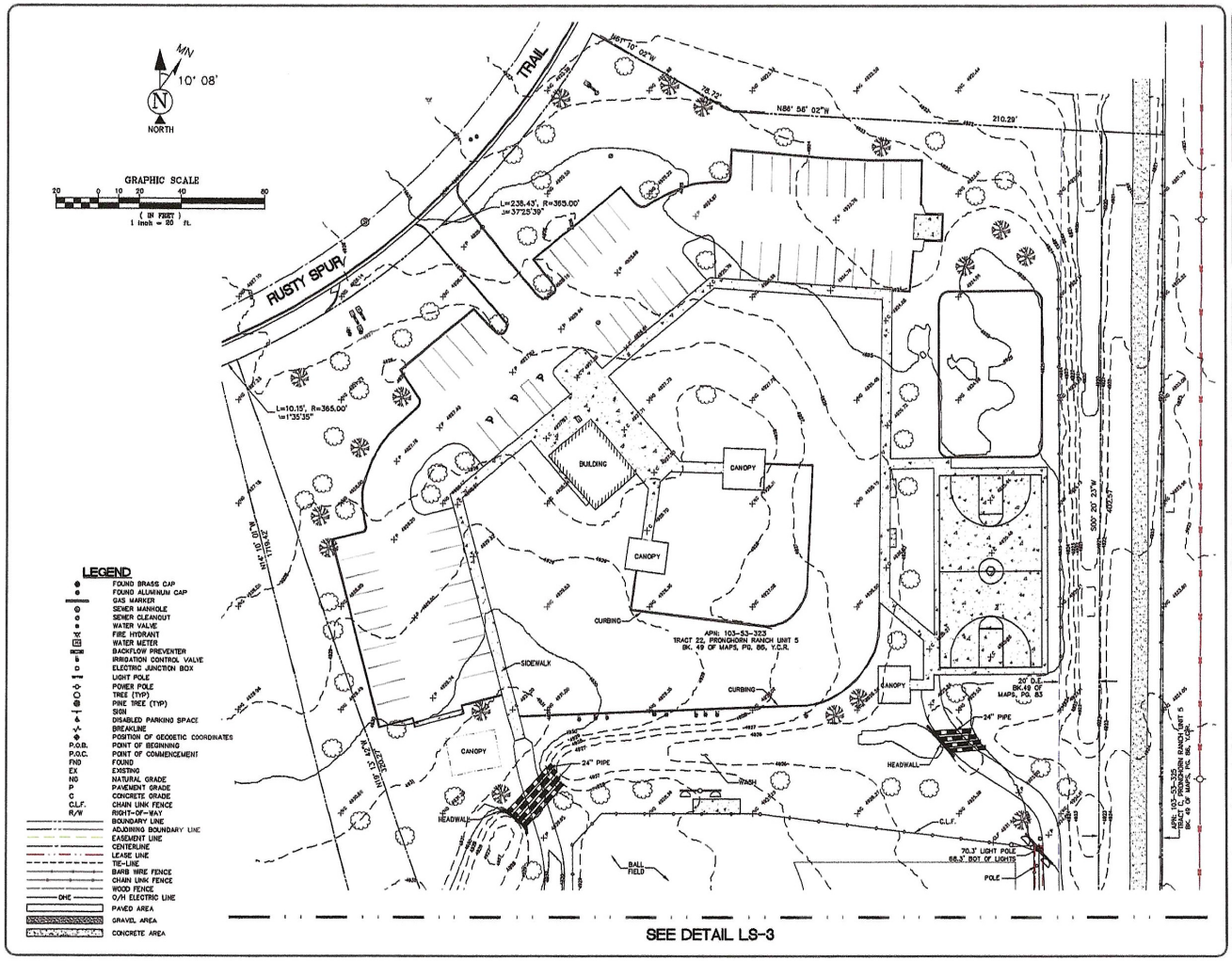
NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1
2	MG	06/24/26	FINAL SUBMITTAL

TERRAMARK
LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1782
www.terramarksurveying.com

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203055	MG	MG

SHEET NO.:	SHEET NAME:
1 OF 3	LS-1



SEE DETAIL LS-3

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL01779

SITE ADDRESS:
7931 E. RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315

SUBMITTALS

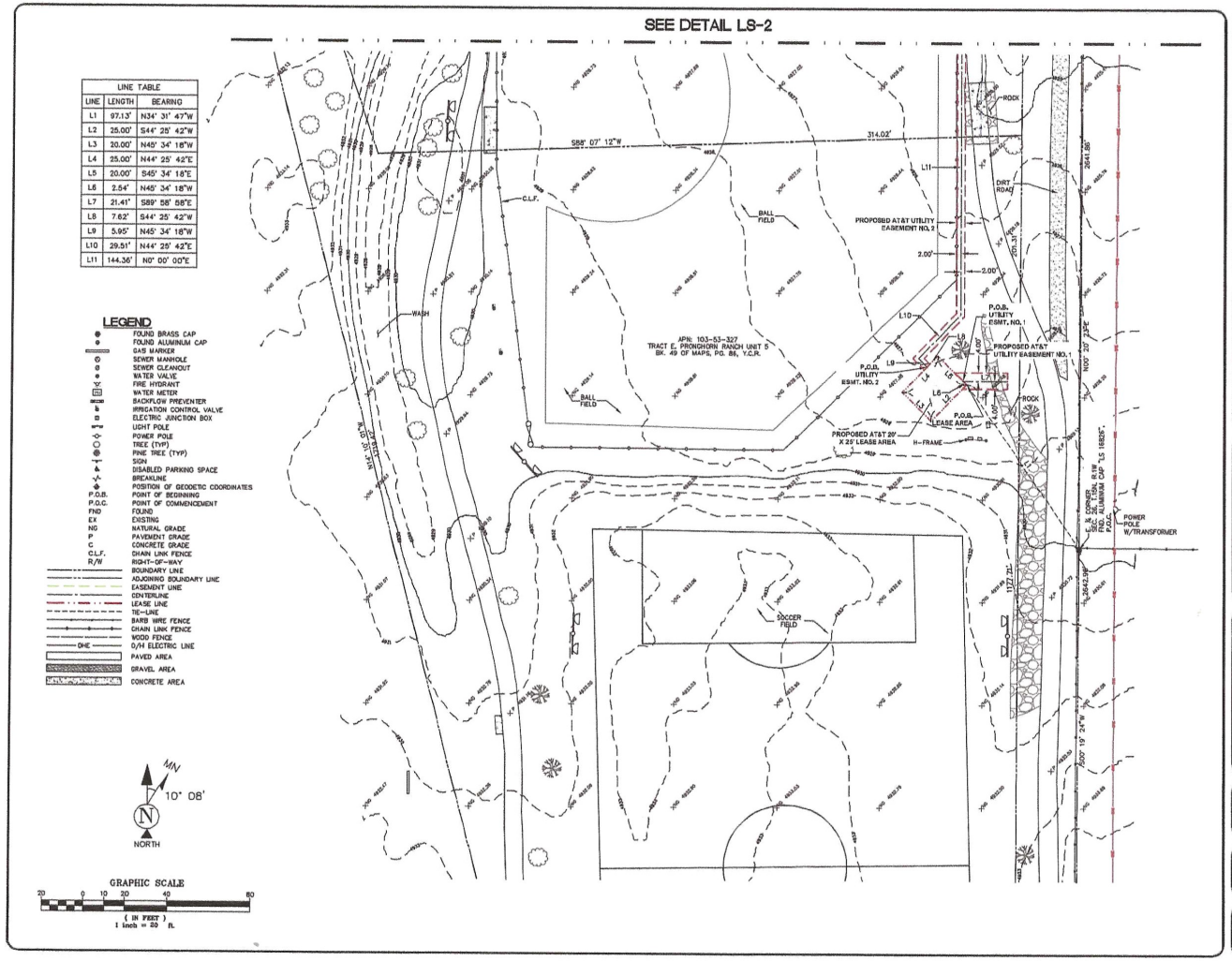
NO.	BY	DATE	SUBMITTAL
1	MG	04/16/25	SUBMITTAL 1
2	MG	06/24/26	FINAL SUBMITTAL

TERRAMARK
LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1782
www.terramarksurveying.com

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203055	MG	MG

SHEET NO.:	SHEET NAME:
2 OF 3	LS-2



smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL01779

SITE ADDRESS:
7931 E. RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1
2	MG	06/24/26	FINAL SUBMITTAL

TERRAMARK
LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1762
www.terramarksurveying.com

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203055	MG	MG

SHEET NO.:	SHEET NAME:
3 OF 3	LS-3

PROJECT TEAM

CLIENT REPRESENTATIVE
COMPANY: SMARTLINK, GROUP
ADDRESS: 10 CHURCH CIRCLE
CITY, STATE, ZIP: ANNAPOLIS, MD 21401
CONTACT: BILL KONING
PHONE: (480) 209-0945
E-MAIL: BILL.KONING@SMARTLINKGROUP.COM

AT&T PROJECT MANAGER
COMPANY: AT&T
ADDRESS: 1355 WEST UNIVERSITY DRIVE
CITY, STATE, ZIP: MESA, AZ 85201-5419
CONTACT: KAREN MENNENGA
PHONE: (602) 321-5941

ENGINEERING SERVICES
COMPANY: SZS ENGINEERING
ADDRESS: 4551 EAST CARRIAGE WAY
CITY, STATE, ZIP: GILBERT, AZ 85297
CONTACT: SAM GONZALEZ, P.E.
PHONE: (480) 528-0914

PROPERTY OWNER
COMPANY: TOWN OF PRESCOTT VALLEY
ADDRESS: 7501 E SKOOG BLVD
CITY, STATE, ZIP: PRESCOTT VALLEY, AZ 86314

TOWER OWNER
COMPANY: TOWN OF PRESCOTT VALLEY
ADDRESS: 7501 E SKOOG BLVD
CITY, STATE, ZIP: PRESCOTT VALLEY, AZ 86314

AZL01779
PRONGHORN PARK
7931 E RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315
YAVAPAI COUNTY
FA: 15521594
USID: 315136

PACE # : MRANM064655
PACE # : MRANM064613
PACE # : MRANM064790
PACE # : MRANM064671
PACE # : MRANM064800
PACE # : MRANM064768
PACE # : MRANM064527
PACE # : MRANM064701
PACE # : MRANM064785

IWM JOB #: WSANM0041442
IWM JOB #: WSANM0041504
IWM JOB #: WSANM0041568
IWM JOB #: WSANM0041588
IWM JOB #: WSANM0041613
IWM JOB #: WSANM0041614
IWM JOB #: WSANM0041630
IWM JOB #: WSANM0041631
IWM JOB #: WSANM0041671

PROJECT DESCRIPTION

THIS PROJECT WILL BE COMPRISED OF THE FOLLOWING:
A NEW AT&T ANTENNA ARRAY MOUNTED TO A REPLACEMENT LIGHT STANDARD:
- INSTALL (1) NEW 10'-6" HEAVY DUTY V-FRAME ASSEMBLY W/ 1 STIFF ARM VFA10-HDS-BF [ANT.55994] AND MONOPOLE DIRECT FRAME CONNECT KIT (MDFCC) [ANT.55986]
- INSTALL NEW MOUNTING KIT SITEPRO 1 - BBPM-U (2 PER SECTOR, 6 TOTAL, INSTALL W/ 2" SCH 40 (2-7/8" O.D.) X 10'-0" LONG PIPES (3 PER SECTOR, 9 TOTAL), AND COMMSCOPE RR-FA2 BACK-TO-BACK MOUNTING BRACKETS FOR RRUS (2 PER SECTOR, 6 TOTAL)
- INSTALL (1) NEW CELLMAX 120726 ANTENNA IN POSITION #1, (3) SECTORS, (3) TOTAL
- INSTALL (1) NEW NEW ERICSSON AIR6472 B77G / B77M WITH INTEGRATED RRU IN POSITION #2, (3) SECTORS (3) TOTAL
- INSTALL (1) NEW NEW CELLMAX 120726 ANTENNA IN POSITION #3, (3) SECTORS, (3) TOTAL
- INSTALL (1) NEW RRU (ERICSSON 4490 B5/B12A) IN POSITION #1, (3) SECTORS, (3) TOTAL
- INSTALL (1) NEW RRU (ERICSSON 4890 B25/B66) IN POSITION #1, (3) SECTORS, (3) TOTAL
- INSTALL (1) NEW RRU (ERICSSON 4494 B14/B29) IN POSITION #1, (3) SECTORS, (3) TOTAL
- INSTALL (1) NEW DC9 SURGE PROTECTOR PER SECTOR, (2) SECTORS, (2) TOTAL
- INSTALL (1) NEW 48 PAIR OPTICAL FIBER TRUNK COMMSCOPE - RFFT-48SM-001 [CEQ.24348]
- INSTALL (4) NEW 6 AWG DC POWER TRUNK COMMSCOPE - PWRT-606-S [CEQ.14081]
- INSTALL (1) NEW RET CABLE FOR 700 RRH (AISG 2.0+ PROTOCOL)

NEW EQUIPMENT ENCLOSURE AREA:
- INSTALL (1) NEW UL LISTED 3-BAY WALK-UP-CABINET (WUC) - [CEQ.54298] VERTIV,F2020030,,,,VERTIV WUC 3-BAY CABINET 6KW HEX - ON NEW GALV. GRAVITY MOUNT PLATFORM
- INSTALL (1) NEW EMERGENCY BACK-UP GENERATOR GENERAC 20KW; COMPACT NON-CALIFORNIA; DIESEL; OUTDOOR; 120/240VAC; 1PH; 2.2L ENG; 103 GAL TANK; L2 ALUMINUM ENCLOSURE MOUNTED ON NEW GALV. GRAVITY MOUNT PLATFORM [NEQ.53187]
- INSTALL (1) NEW GPS ANTENNA ON W.U.C. MOUNTING BRACKET
- INSTALL (1) NEW NEW AT&T RAYCAP INC., DC50-48-60-96-50F,,,, HIGH CAPACITY 50 DC POSITIONS FOR RRU/RRH, 96 LC-LC CONNECTIONS IN ALUMINUM ENCLOSURE [CEQ.54898] MOUNTED TO THE NEW GRAVITY MOUNT PLATFORM
- INSTALL NEW 200A ELECTRICAL SERVICE
- INSTALL NEW PVC & RMC UTILITY CONDUITS W/PULL STRING & TRACER WIRE FOR FIBER
- INSTALL (1) NEW U/G EQUIPMENT GROUND RING AND ASSOCIATED GROUND RODS & WIRING

AC/DC SCOPE:
DC POWER PLANT REVIEW:
WUC WITH PREINSTALLED NETSURE™ 512 DC POWER SYSTEM OUTFITTED WITH (10) HE 2KW -48VDC RECTIFIERS AND (10) HE 2KW -58VDC CONVERTERS TO MEET N+1 REQUIREMENT.

DC POWER PLAN REVIEW:
INSTALL DC CIRCUIT BREAKERS. (SEE ALSO DC BREAKER SCHEDULE)
- (3) 50A ERICSSON 4490 B5/B12A
- (3) 50A ERICSSON AIR6472 B77G / B77M
- (3) 50A ERICSSON 4890 B25/B66
- (3) 35A ERICSSON 4494 B14/B29
- (1) 25A ERICSSON 6601 V2 CHASSIS
- (2) 15A ERICSSON 6672 BBU CARD
- (1) 5A ERICSSON 6610 SITE CONTROLLER
- (2) 15A S9500 SIAD
- (1) 10A CIENA

BATTERY CHECK:
SITE WILL HAVE (2) STRINGS (8 CELLS) OF NEW ENERSYS 190 AMP-HOUR BATTERIES IN THE BOTTOM SECTION OF THE NEW DC POWER SYSTEM CONFIGURED AS (4) CELLS PER STRING @ -48 VDC NOMINAL. TWO STRINGS WILL ACHIEVE 3.07 HRS OF BATTERY RESERVE CAPACITY.

HVAC UNITS:
NEW "W.U.C." PROVIDED WITH PRE-MOUNTED DC-POWERED HEX ("HEAT EXCHANGER") PER BAY

SHEET	DESCRIPTION	REV
T-1	TITLE SHEET	B
T-2	GENERAL NOTES, ABBREVIATIONS & LEGEND	B
LS-1	SITE SURVEY	1
LS-2	SITE SURVEY	1
LS-3	SITE SURVEY	1
LS-4	SITE SURVEY	1
C-1	SITE PLAN	B
C-2	ENLARGED SITE PLAN AND ANTENNA LAYOUT	B
C-3	ELEVATIONS	B

VICINITY MAP



NOT TO SCALE

GENERAL NOTES

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PDF DRAWING ISSUED AS 22X34 SHALL BE PRINTED 50% SCALE CENTERED ON PAGE FOR 11X17 PRINTS. PDF DRAWINGS ISSUED 11X17 SHALL BE PRINTED 100% CENTERED.

DRIVING DIRECTIONS

FROM AT&T OFFICE: 1355 WEST UNIVERSITY DRIVE, MESA, AZ 85201-5419:

HEAD SOUTHWEST TOWARD N STANDAGE. THEN TURN RIGHT ONTO N STANDAGE AND LEFT ONTO W UNIVERSITY DR. CONTINUE ON UNIVERSITY DR BEFORE TURNING RIGHT ONTO N PRICE RD. USE THE MIDDLE LANES TO TAKE THE RAMP ONTO AZ-101 LOOP N. FOLLOW AZ-101 LOOP N AND I-17 N TO AZ-69 N IN CORDES LAKES, TAKING EXIT 262 FROM I-17 N. MERGE ONTO AZ-101 LOOP N, NOTING THAT PARTS OF THIS ROAD MAY BE CLOSED AT CERTAIN TIMES. USE THE RIGHT LANES TO TAKE EXIT 23B-23C-B AND MERGE ONTO I-17 N TOWARD FLAGSTAFF. CONTINUE ON I-17 N AND TAKE EXIT 262 FOR AZ-69 N TOWARD PRESCOTT. FOLLOW AZ-69 N AND FAIN RD TO YOUR DESTINATION IN PRESCOTT VALLEY. CONTINUE ONTO AZ-69 N, TURN RIGHT ONTO FAIN RD, THEN MAKE A SHARP RIGHT ONTO AZ-89A N. TURN LEFT ONTO N COYOTE SPRINGS RD, THEN ANOTHER LEFT ONTO N ANTELOPE MDWS DR. TURN RIGHT ONTO PRICKLY PEAR PATH, LEFT ONTO DUSTY TRAIL WAY, AND RIGHT ONTO RUSTY SPUR TRAIL. MAKE A RIGHT, THEN A LEFT, AND YOUR DESTINATION WILL BE ON THE RIGHT AT PRONGHORN PARK, 7931 E RUSTY SPUR TRAIL, PRESCOTT VALLEY, AZ 86314.

SITE INFORMATION

LATITUDE:	34° 39' 3.6" N 34.651° N
LONGITUDE:	112° 19' 30" W 112.325° W
LAT./LONG. TYPE:	NAD 83
GROUND ELEVATION:	4924'.87 AMSL (NAVD88)
APN #:	103-53-323
AREA OF CONSTRUCTION:	20' X 25' COMPOUND LEASE AREA (500 SQ. FT.)
ZONING/JURISDICTION:	PRESCOTT VALLEY
CURRENT ZONING:	T.B.D.
PROPOSED USE:	UNMANNED TELECOMMUNICATIONS FACILITY
COUNTY:	YAVAPAI
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

CODE COMPLIANCE

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

1. BUILDING CODE: INTERNATIONAL BUILDING CODE 2018
2. ELECTRICAL CODE: NATIONAL ELECTRICAL CODE 2017
3. LIGHTNING PROTECTION CODE: NFPA 780-2017, LIGHTNING PROTECTION CODE
4. ANSI/TIA-222-H-2018

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

811 Know what's below. Call before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN ARIZONA, CALL ARIZONA 811
TOLL FREE: 1-800-782-5348 OR
www.arizona811.com
ARIZONA STATUTE REQUIRES MIN OF 2 WORKING DAYS NOTICE BEFORE YOU EXCAVATE

RFDS DATA

DESIGN PACKAGE BASED ON RF DATA SHEET

RFDS NAME: AZL01779
RFDS DATE: 19-MAR-2024
WOID: RFDS-25152
ASSIGNED TO:
LAST MODIFIED DATE: 11-MAY-2024
LAST MODIFIED BY: MU3198

NUMBER OF SECTORS:	3
NUMBER OF ANTENNAS:	9
NUMBER OF RRH'S:	9
NUMBER OF FIBER/DC SQUIDS:	2
NUMBER OF OPTICAL TRUNK CABLES:	2
NUMBER OF DC TRUNK CABLES:	4

JURISDICTIONAL APPROVAL

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

PRELIMINARY FOR REVIEW ONLY

REV.	DATE	REVISION DESCRIPTION
B	05-22-25	RAD CENTER REVISION
A	05-02-25	ISSUE FOR REVIEW

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE. THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:
AZL01779
PRONGHORN PARK
7931 E RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315
YAVAPAI COUNTY
FA: 15521594 USID: 315136

DRAWN BY: JR
CHECKED BY: SEG

SHEET TITLE:
TITLE SHEET

T-1
REV.: B

OWNERSHIP OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS IN INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF AT&T. AND ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF AT&T. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSED PROFESSIONAL IN WRITING.

NEW ANTENNA	GROUT OR PLASTER
EXISTING ANTENNA	(E) BRICK
GROUND ROD	(E) MASONRY
GROUND BUS BAR	CONCRETE
MECHANICAL GRND. CONN.	EARTH
CADWELD	GRAVEL
GROUND ACCESS WELL	PLYWOOD
ELECTRIC BOX	SAND
TELEPHONE BOX	WOOD CONT.
LIGHT POLE	WOOD BLOCKING
FND. MONUMENT	STEEL
SPOT ELEVATION	CENTERLINE
SET POINT	PROPERTY/LEASE LINE
REVISION	MATCH LINE
GRID REFERENCE	WORK POINT
DETAIL REFERENCE	
ELEVATION REFERENCE	
SECTION REFERENCE	

LEGEND

1

A	AMPERE
A.B.	ANCHOR BOLT
ABV.	ABOVE
AC	ALTERNATE CURRENT/AIR CONDITIONER
ACCA	ANTENNA CABLE COVER ASSEMBLY
ADD'L	ADDITIONAL
A.F.F.	ABOVE FINISHED FLOOR
A.F.G.	ABOVE FINISHED GRADE
AIC	AMPERE INTERRUPTING CAPACITY
ALUM.	ALUMINUM
ALT.	ALTERNATE
ANT.	ANTENNA
APPROX.	APPROXIMATE(LY)
ARCH.	ARCHITECT(URAL)
AT.	AMPERE TRIP
AWG.	AMERICAN WIRE GAUGE
BATT.	BATTERY
BD.	BOARD
BLDG.	BUILDING
BLK.	BLOCK
BLKG.	BLOCKING
BM.	BEAM
B.N.	BOUNDARY NAILING
BR.	BRANCH
BRKR.	BREAKER
BTCW.	BARE TINNED COPPER WIRE
BTS.	BASE TRANSMISSION SYSTEM
B.O.F.	BOTTOM OF FOOTING
B/U	BACK-UP CABINET
C	CONDUIT
CAB.	CABINET
CANT.	CANTILEVER(ED)
CB.	CIRCUIT BREAKER
CDMA	CODE-DIVISION MULTIPLE ACCESS (2G & 3G)
CDUK	CONSOLIDATION DISTRIBUTION UNIT KIT
C.I.P.	CAST IN PLACE
CKT.	CIRCUIT
CLG.	CEILING
CLR.	CLEAR
CMU	CONCRETE MASONRY UNIT (JAMB BLOCKS)
COL.	COLUMN
CONC.	CONCRETE
CONN.	CONNECTION(OR)
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
d	PENNY (NAILS)
DBL.	DOUBLE
DC	DIRECT CURRENT
DEM.	DEMAND
DEPT.	DEPARTMENT
D.F.	DOUGLAS FIR
DIA.	DIAMETER
DIAG.	DIAGONAL
DIM.	DIMENSION
DWG.	DRAWING(S)
DWL.	DOWEL(S)
EA.	EACH
EGR.	EMERGENCY GENERATOR RECEPTACLE
EL.	ELEVATION
ELEC.	ELECTRICAL
ELEV.	ELEVATOR
EMT.	ELECTRICAL METALLIC TUBING
E.N.	EDGE NAIL
ENCL.	ENCLOSURE
ENG.	ENGINEER
EQ.	EQUAL
EXST. (E)	EXISTING
EXP.	EXPANSION
EXT.	EXTERIOR
FAB.	FABRICATION(OR)
FAC.	FACTOR
F/A	FIRE ALARM
F.F.	FINISH FLOOR
F.G.	FINISH GRADE
FIN.	FINISH(ED)
FLR.	FLOOR
FLUOR	FLUORESCENT
FDN.	FOUNDATION
F.O.C.	FACE OF CONCRETE
F.O.M.	FACE OF MASONRY
F.O.S.	FACE OF STUD
F.O.W.	FACE OF WALL
F.S.	FINISH SURFACE
FT.(')	FOOT (FEET)
FTG.	FOOTING
FU	FUSE
G	GROUND
GR	GROWTH (CABINET)
GA.	GAUGE
GEN.	GENERATOR
GI.	GALVANIZE(D)
G.F.C. I.	GROUND FAULT CIRCUIT INTERRUPTER
GLB. (GLU-LAM)	GLUE LAMINATED BEAM
GND	GROUND
GPS	GLOBAL POSITIONING SYSTEM
GRND.	GROUND
GSM	GLOBAL SYSTEM MOBILE (2G+ MOBILE TECH.)
HDBC	HARD DRAWN COPPER WIRE
HDR.	HEADER
HGR.	HANGER
HPS	HIGH PRESSURE SODIUM
HT.	HEIGHT
ICGB.	ISOLATED COPPER GROUND BUS
IN.(")	INCH(ES)
INT.	INTERIOR
LB.(#)	POUND(S)
L.B.	LAG BOLTS
L.F.	LINEAR FEET (FOOT)
LG.	LENGTH
L	LONG(ITUDINAL)
LPS	LOW PRESSURE SODIUM
LTE	LONG TERM EVOLUTION (4G MOBILE TECH.)
MAS.	MASONRY
MAX.	MAXIMUM
M.B.	MACHINE BOLT
MECH.	MECHANICAL
MFR.	MANUFACTURER
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MLO	MAIN LUGS ONLY
MTD.	MOUNTED
MTG.	MOUNTING
MTL.	METAL
MTS.	MANUAL TRANSFER SWITCH
N	NEUTRAL
(N)	NEW
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
NO.(#)	NUMBER
N.T.S.	NOT TO SCALE
OBIF	OPTICAL BASEBAND INTERFACE
OH	OVERHEAD
O.C.	ON CENTER
OPNG.	OPENING
P	POLE
P/C	PRECAST CONCRETE
PCS	PERSONAL COMMUNICATION SERVICES
PH	PHASE
PLY.	PLYWOOD
PNLBD	PANELBOARD
PPC	POWER PROTECTION CABINET
PRC	PRIMARY RADIO CABINET
PRI	PRIMARY
P.S.F.	POUNDS PER SQUARE FOOT
P.S.I.	POUNDS PER SQUARE INCH
P.T.	PRESSURE TREATED
PWR.	POWER (CABINET)
QTY.	QUANTITY
RAD.(R)	RADIUS
RBS	RADIO BASE STATION
RCPT.	RECEPTACLE
REF.	REFERENCE
REINF.	REINFORCEMENT(ING)
REQ'D.	REQUIRED
RGS.	RIGID GALVANIZED STEEL
RRU	REMOTE RADIO UNIT (RADIO TRANSCEIVER)
RX-AIT	RECEIVER AIR INTERFACE TRAY
SAF	SAFETY
SCH.	SCHEDULE
SDBC	SOFT DRAWN BARE COPPER
SEC	SECONDARY
SHT.	SHEET
SIM.	SIMILAR
S.N.	SOLID NEUTRAL
SPEC.	SPECIFICATION(S)
SQ.	SQUARE
S.S.	STAINLESS STEEL
STD.	STANDARD
STL.	STEEL
STRUC.	STRUCTURAL
SURF	SURFACE
SW	SWITCH
TEL.	TELEPHONE
TEMP.	TEMPORARY
THK.	THICK(NESS)
TMAS	TOWER MOUNTED AMPLIFIER (DC SUPPLY VOLTAGE)
T.N.	TOE NAIL
T.O.A.	TOP OF ANTENNA
T.O.C.	TOP OF CURB
T.O.F.	TOP OF FOUNDATION
T.O.P.	TOP OF PLATE (PARAPET)
T.O.S.	TOP OF STEEL
T.O.W.	TOP OF WALL
TYP.	TYPICAL
U.G.	UNDER GROUND
U.L.	UNDERWRITERS LABORATORY INC.
UMTS	UNIVERSAL MOBIL TECH. SYS. (3G MOBILE TECH.)
U.N.O.	UNLESS NOTED OTHERWISE
V	VOLT
VAC	VOLT ALTERNATING CURRENT
V.I.F.	VERIFY IN FIELD
W	WATT OR WIRE
WD	WIDE(WIDTH)
W/	WITH
W/O	WITHOUT
WD.	WOOD
W.P.	WEATHERPROOF
WT.	WEIGHT
XFER	TRANSFER
XFMR	TRANSFORMER
XLPE	CROSS-LINK POLYETHYLENE
℄	CENTERLINE
ℙ	PLATE, PROPERTY LINE

ABBREVIATIONS

2

GENERAL NOTES

3

1. THE FACILITY IS AN UNOCCUPIED DIGITAL TELECOMMUNICATION FACILITY.
2. PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
3. PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
4. THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
5. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
6. ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
7. THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION ENGINEER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
8. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS.
9. PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
10. DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
11. REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWING (SHEET LS1 OR SHEET C-1), SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ENGINEER.
12. THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF AT&T.
13. KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE.
14. PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATERTIGHT USING LIKE MATERIALS IN ACCORDANCE WITH NRCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN DETAILING CLARIFICATION FOR SITE-SPECIFIC CONDITIONS FROM ENGINEER, IF NECESSARY, BEFORE PROCEEDING.
15. BEFORE ORDERING AND/OR BEFORE FABRICATING/CONSTRUCTING/INSTALLING ANY ITEMS, VERIFY THE TYPES AND QUANTITIES.
16. CONTRACTOR SHALL PROVIDE SITE FOREMAN WITH A CELLULAR PHONE AND PAGER, AND KEEP SAME ON SITE WHENEVER PERSONNEL ARE ON SITE.
17. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE SITE AND NOTIFY THE PROJECT MANAGER OF ANY DISCREPANCIES BEFORE STARTING ANY WORK.
18. CONTRACTOR TO PROVIDE COMPLETE SET OF AS BUILT DRAWINGS WITHIN 10 WORKING DAYS OF PROJECT COMPLETION.
19. CONTRACTOR IS TO EXCAVATE 6" BELOW EXISTING GRADE AND SPRAY WITH WEED CONTROL. REPLACE WITH CLASS II AGGREGATE BASE AND CRUSHED WASHED ROCK. AS SPECIFIED ON SITE PLAN.
20. CONTRACTOR SHALL PROVIDE TOILET FACILITY DURING ALL PHASES OF CONSTRUCTION.
21. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR THE FABRICATION OF MATERIALS TO BE INSTALLED AT THE SITE, THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS INCLUDING AS-BUILT DIMENSIONS OF EXISTING STRUCTURES OR STRUCTURAL ELEMENTS HAVING A BEARING ON THE SCOPE OF THE WORK TO BE PERFORMED. IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE DIMENSIONS OR CONDITIONS FOUND TO BE EXISTING IN THE FIELD, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OBTAIN DESIGN RESOLUTION PRIOR TO PROCEEDING WITH THE PORTION(S) OF THE WORK AFFECTED. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO SO NOTIFY THE ENGINEER AND OBTAIN RESOLUTION BEFORE PROCEEDING.

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1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

PRELIMINARY
FOR REVIEW ONLY

REV.	DATE	REVISION DESCRIPTION
B	05-22-25	RAD CENTER REVISION
A	05-02-25	ISSUE FOR REVIEW

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:

AZL01779
PRONGHORN PARK
7931 E RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315
YAVAPAI COUNTY

FA: 15521594 USID: 315136

DRAWN BY:	CHECKED BY:
JR	SEG

SHEET TITLE:

GENERAL NOTES,
ABBREVIATIONS & LEGEND

T-2

REV.: B

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LESSOR'S LEGAL DESCRIPTION

TRACT 22 AND E, PRONGHORN RANCH–UNIT V AMENDED, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 49 OF MAPS, PAGE 83.

NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AND IS NOT INTENDED TO VERIFY OWNERSHIP.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

FLOOD ZONE

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE 'X' AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04025C1714H, DATED AUGUST 24, 2021. ZONE 'X' IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.

SURVEY DATE

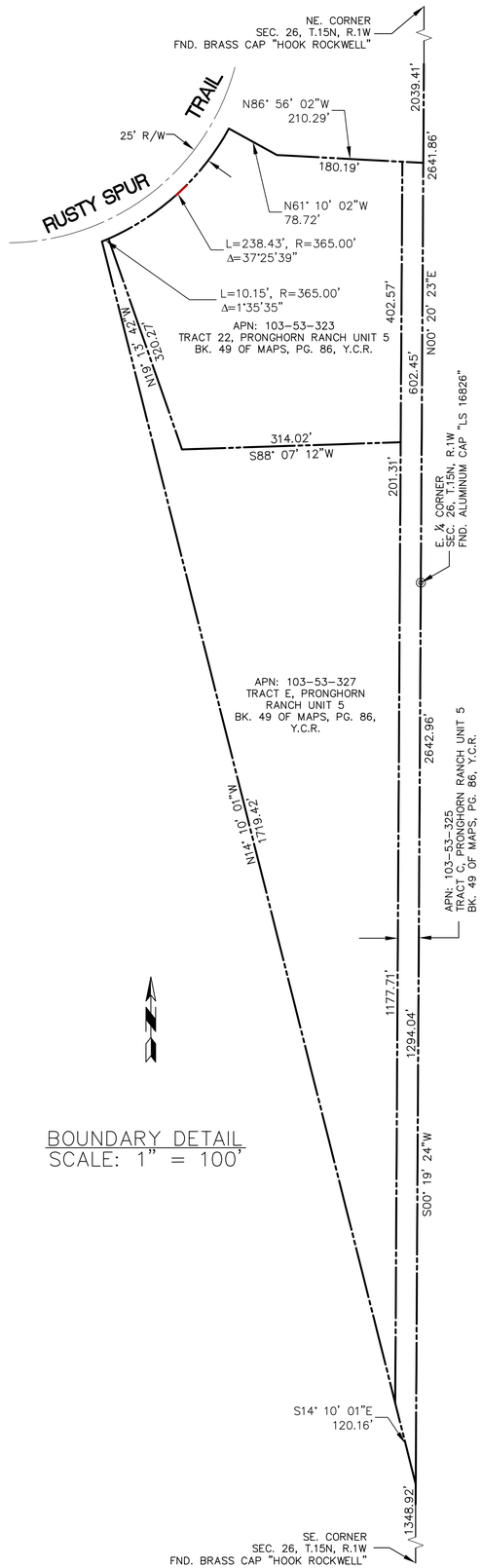
THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 04/16/2025.

SITE BENCHMARK

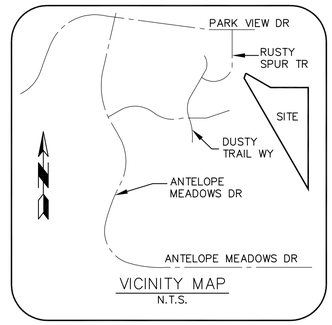
ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

BASIS OF BEARING

BEARINGS SHOWN HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.



BOUNDARY DETAIL
SCALE: 1" = 100'



VICINITY MAP
N.T.S.

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL01779

SITE ADDRESS:
7931 E. RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

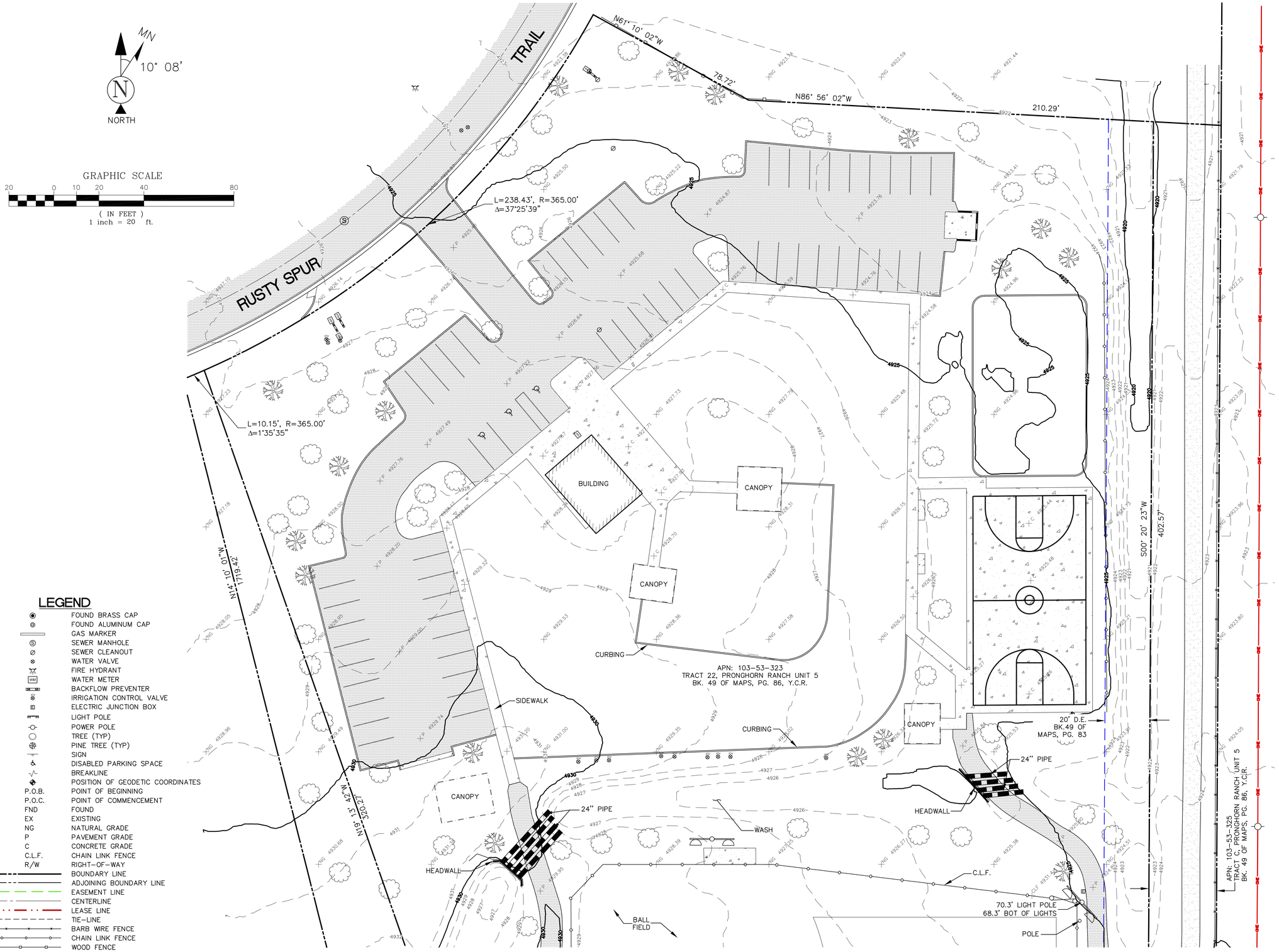
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PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1782
www.terramarksurveying.com

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51969
MARK J.
GRIM
04/18/25
ARIZONA, U.S.A.
EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203055	MG	MG

SHEET NO.:	SHEET NAME:
1 OF 4	LS-1



LEGEND

◉	FOUND BRASS CAP
◎	FOUND ALUMINUM CAP
	GAS MARKER
Ⓢ	SEWER MANHOLE
⌀	SEWER CLEANOUT
⊗	WATER VALVE
	FIRE HYDRANT
WM	WATER METER
	BACKFLOW PREVENTER
	IRRIGATION CONTROL VALVE
	ELECTRIC JUNCTION BOX
	LIGHT POLE
	POWER POLE
	TREE (TYP)
	PINE TREE (TYP)
	SIGN
	DISABLED PARKING SPACE
	BREAKLINE
	POSITION OF GEODETIC COORDINATES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
P	PAVEMENT GRADE
C	CONCRETE GRADE
C.L.F.	CHAIN LINK FENCE
R/W	RIGHT-OF-WAY
	BOUNDARY LINE
	ADJOINING BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
	LEASE LINE
	TIE-LINE
	BARB WIRE FENCE
	CHAIN LINK FENCE
	WOOD FENCE
OHE	O/H ELECTRIC LINE
	PAVED AREA
	GRAVEL AREA
	CONCRETE AREA

SEE DETAIL LS-3

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL01779

SITE ADDRESS:
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PRESCOTT VALLEY, AZ 86315

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

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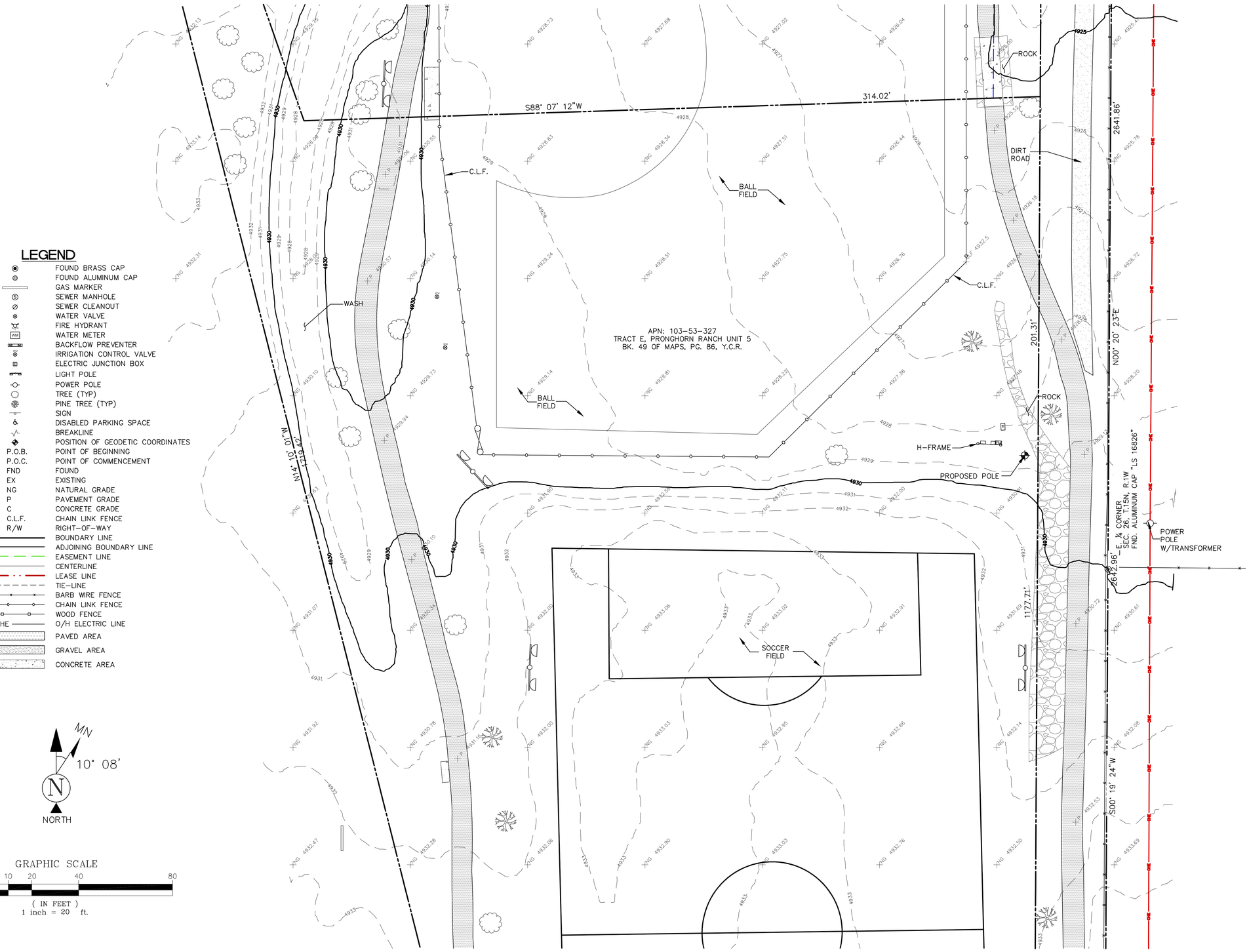
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51969
MARK J.
GRIM
Date Signed 04/18/25
ARIZONA, U.S.A.
EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203055	MG	MG

SHEET NO.:	SHEET NAME:
2 OF 3	LS-2

SEE DETAIL LS-2



LEGEND

◉	FOUND BRASS CAP
◎	FOUND ALUMINUM CAP
	GAS MARKER
Ⓢ	SEWER MANHOLE
	SEWER CLEANOUT
	WATER VALVE
	FIRE HYDRANT
WM	WATER METER
	BACKFLOW PREVENTER
	IRRIGATION CONTROL VALVE
	ELECTRIC JUNCTION BOX
	LIGHT POLE
	POWER POLE
	TREE (TYP)
	PINE TREE (TYP)
	SIGN
♿	DISABLED PARKING SPACE
	BREAKLINE
	POSITION OF GEODETIC COORDINATES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
P	PAVEMENT GRADE
C	CONCRETE GRADE
C.L.F.	CHAIN LINK FENCE
R/W	RIGHT-OF-WAY
	BOUNDARY LINE
	ADJOINING BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
	LEASE LINE
	TIE-LINE
	BARB WIRE FENCE
	CHAIN LINK FENCE
	WOOD FENCE
OHE	O/H ELECTRIC LINE
	PAVED AREA
	GRAVEL AREA
	CONCRETE AREA

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

SEE DETAIL LS-4

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10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL01779

SITE ADDRESS:
7931 E. RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

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MARK J.
GRIM
Date Signed 04/18/25
ARIZONA, U.S.A.

EXPIRES 03/31/26

SITE SURVEY

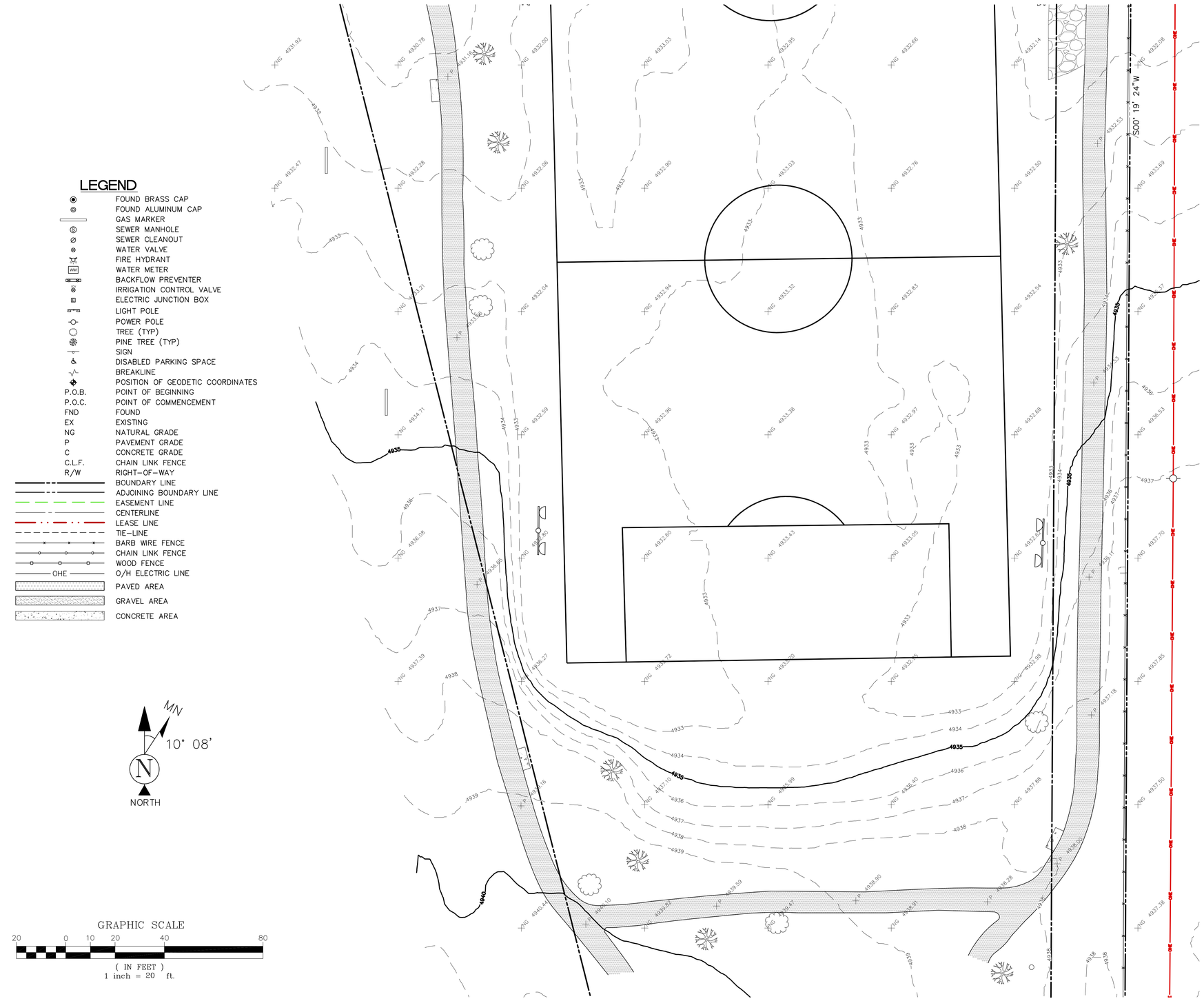
JOB NO:	FIELD BY:	DRAWN BY:
2203055	MG	MG

SHEET NO.:	SHEET NAME:
3 OF 4	LS-3

SEE DETAIL LS-3

LEGEND

◉	FOUND BRASS CAP
◎	FOUND ALUMINUM CAP
	GAS MARKER
Ⓢ	SEWER MANHOLE
⌀	SEWER CLEANOUT
⊗	WATER VALVE
	FIRE HYDRANT
WM	WATER METER
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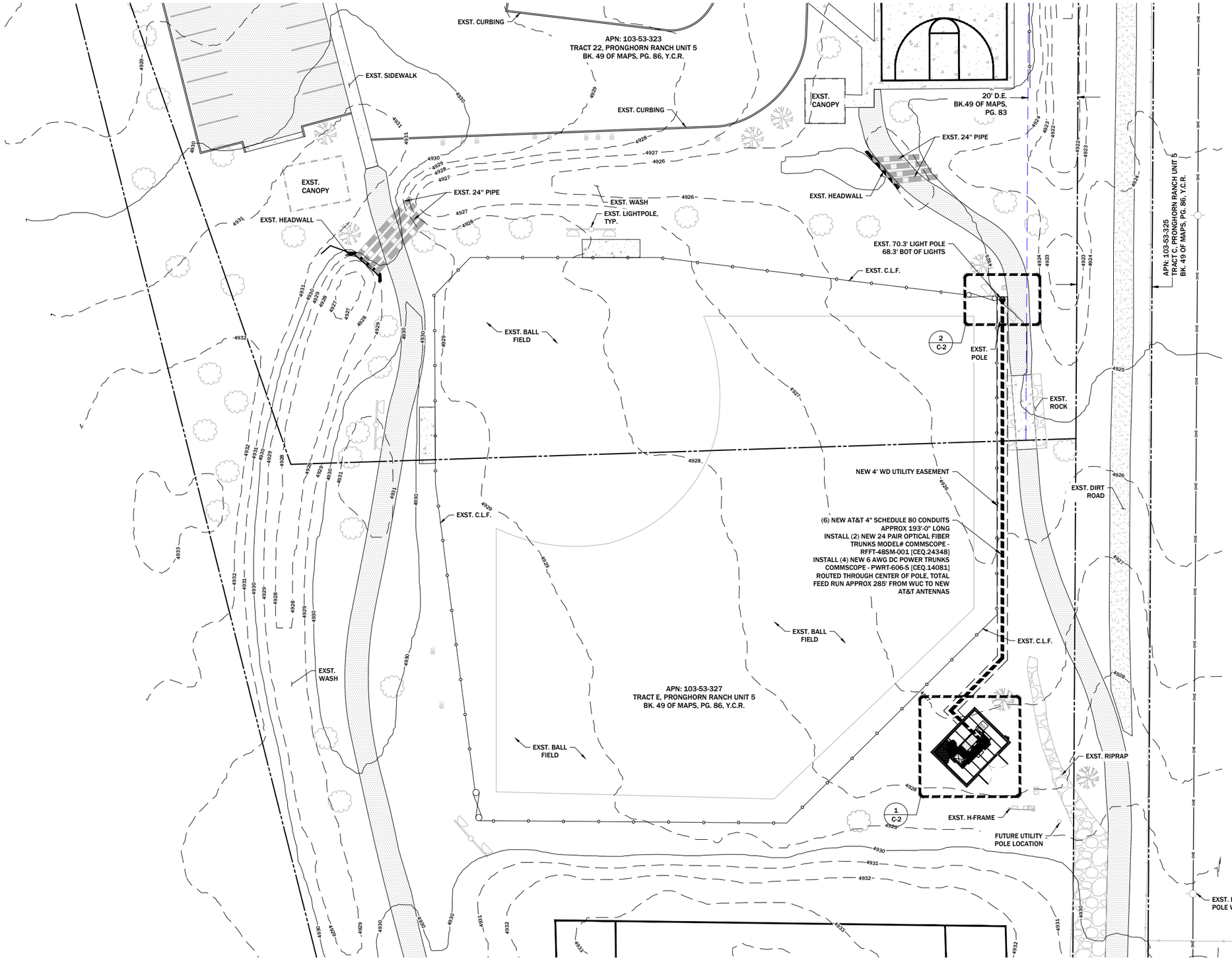
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51969
MARK J.
GRIM
Date Signed 04/18/25
ARIZONA, U.S.A.
EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203055	MG	MG

SHEET NO.:	SHEET NAME:
4 OF 4	LS-4



SITE PLAN

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

20' 10' 0" 20'

1

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SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

PRELIMINARY
FOR REVIEW ONLY

REV.	DATE	REVISION DESCRIPTION
B	05-22-25	RAD CENTER REVISION
A	05-02-25	ISSUE FOR REVIEW

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:

AZL01779
PRONGHORN PARK
7931 E RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315
YAVAPAI COUNTY

FA: 15521594 USID: 315136

DRAWN BY:	CHECKED BY:
JR	SEG

SHEET TITLE:

SITE PLAN

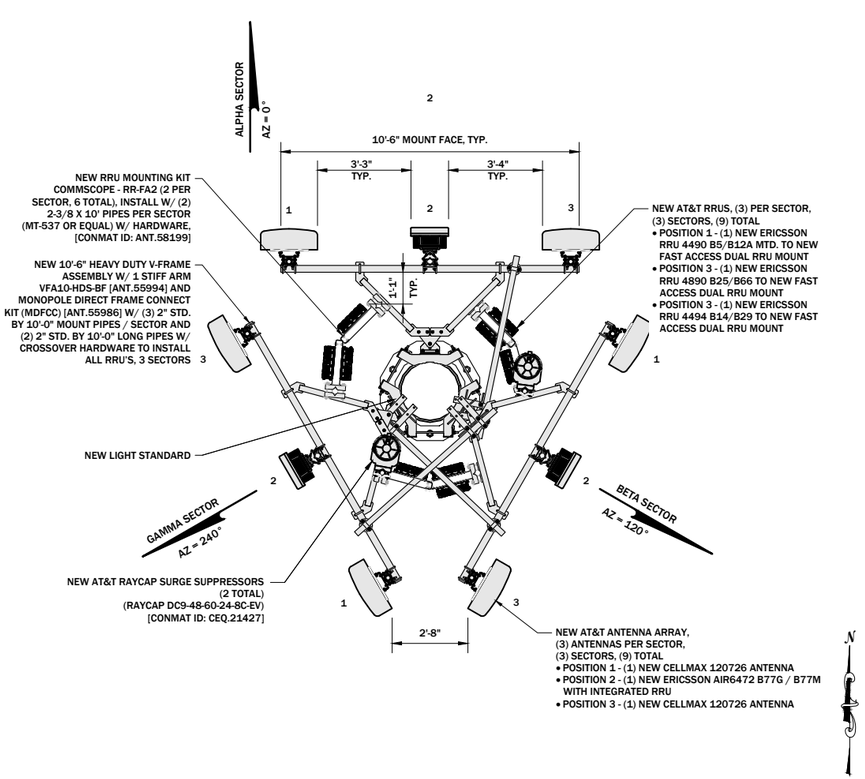
C-1 REV.: **B**

ANTENNA SCHEDULE				
	ANTENNA MODEL NUMBER	RAD CTR	AZIMUTH	RRH MODEL NUMBER
ALPHA SECTOR				
POSITION 1	CELLMAX 120726	80'	0°	ERICSSON 4490 B5/B12A
POSITION 2	ERICSSON AIR6472 B77G / B77M	82.5'	0°	INTEGRATED WITHIN: ERICSSON AIR6472 B77G / B77M
POSITION 3	CELLMAX 120726	80'	0°	ERICSSON 4890 B25/B66 ERICSSON 4494 B14/B29
BETA SECTOR				
POSITION 1	CELLMAX 120726	80'	120°	ERICSSON 4490 B5/B12A
POSITION 2	ERICSSON AIR6472 B77G / B77M	82.5'	120°	INTEGRATED WITHIN: ERICSSON AIR6472 B77G / B77M
POSITION 3	CELLMAX 120726	80'	120°	ERICSSON 4890 B25/B66 ERICSSON 4494 B14/B29
GAMMA SECTOR				
POSITION 1	CELLMAX 120726	80'	240°	ERICSSON 4490 B5/B12A
POSITION 2	ERICSSON AIR6472 B77G / B77M	82.5'	240°	INTEGRATED WITHIN: ERICSSON AIR6472 B77G / B77M
POSITION 3	CELLMAX 120726	80'	240°	ERICSSON 4890 B25/B66 ERICSSON 4494 B14/B29

ANTENNA CONFIGURATION TABLE

NOT TO SCALE

3

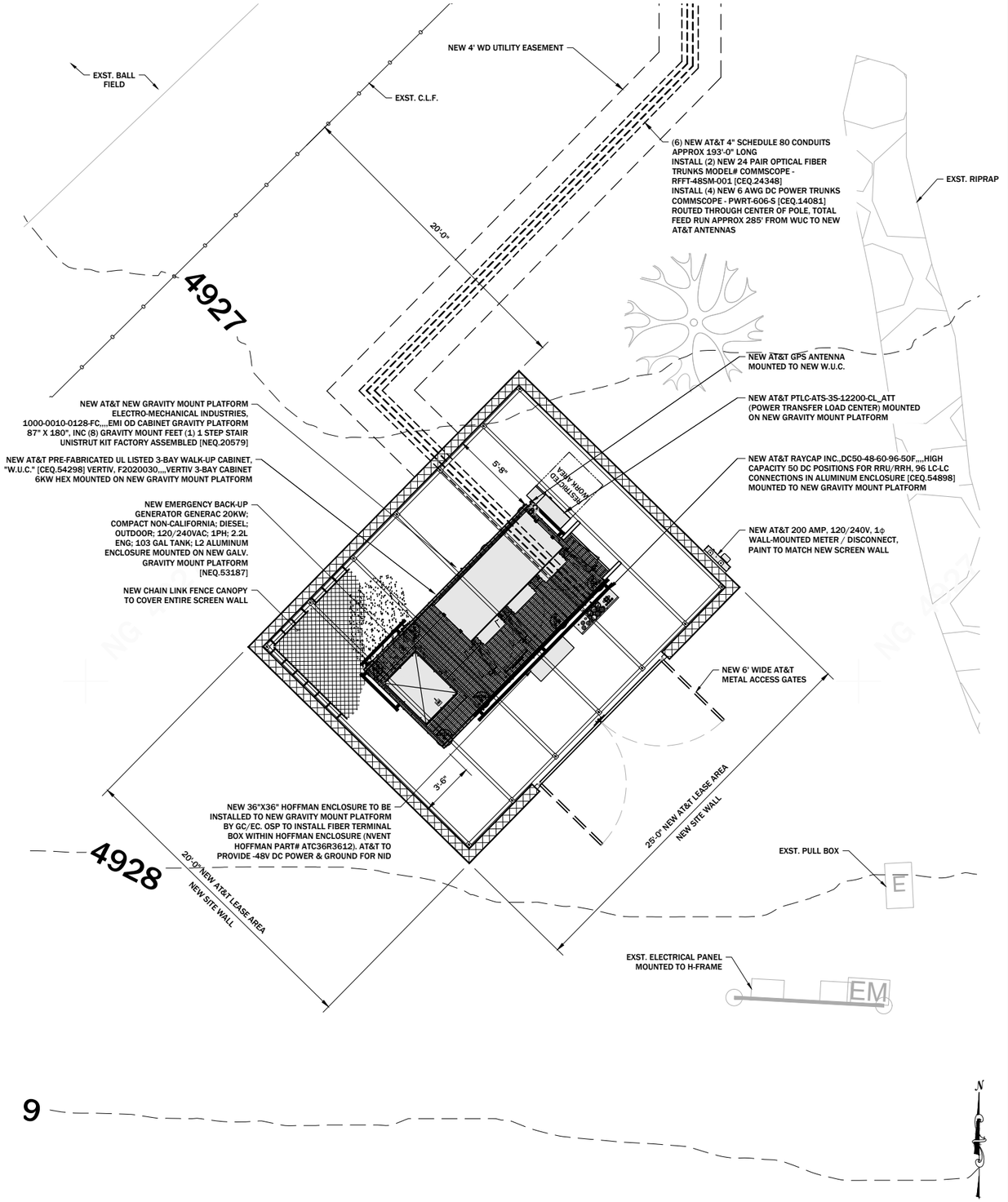


ANTENNA LAYOUT

22"x34" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0"

2' 1' 0" 2'

2



EQUIPMENT PLAN

22"x34" SCALE: 1/4" = 1'-0"
11"x17" SCALE: 1/8" = 1'-0"

4' 3' 2' 1' 0" 4'

1

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

PRELIMINARY FOR REVIEW ONLY

REV.	DATE	REVISION DESCRIPTION
B	05-22-25	RAD CENTER REVISION
A	05-02-25	ISSUE FOR REVIEW

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:

AZL01779
PRONGHORN PARK
7931 E RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315
YAVAPAI COUNTY

FA: 15521594 USID: 315136

DRAWN BY:	CHECKED BY:
JR	SEG

SHEET TITLE:

EQUIPMENT PLAN
AND ANTENNA LAYOUT

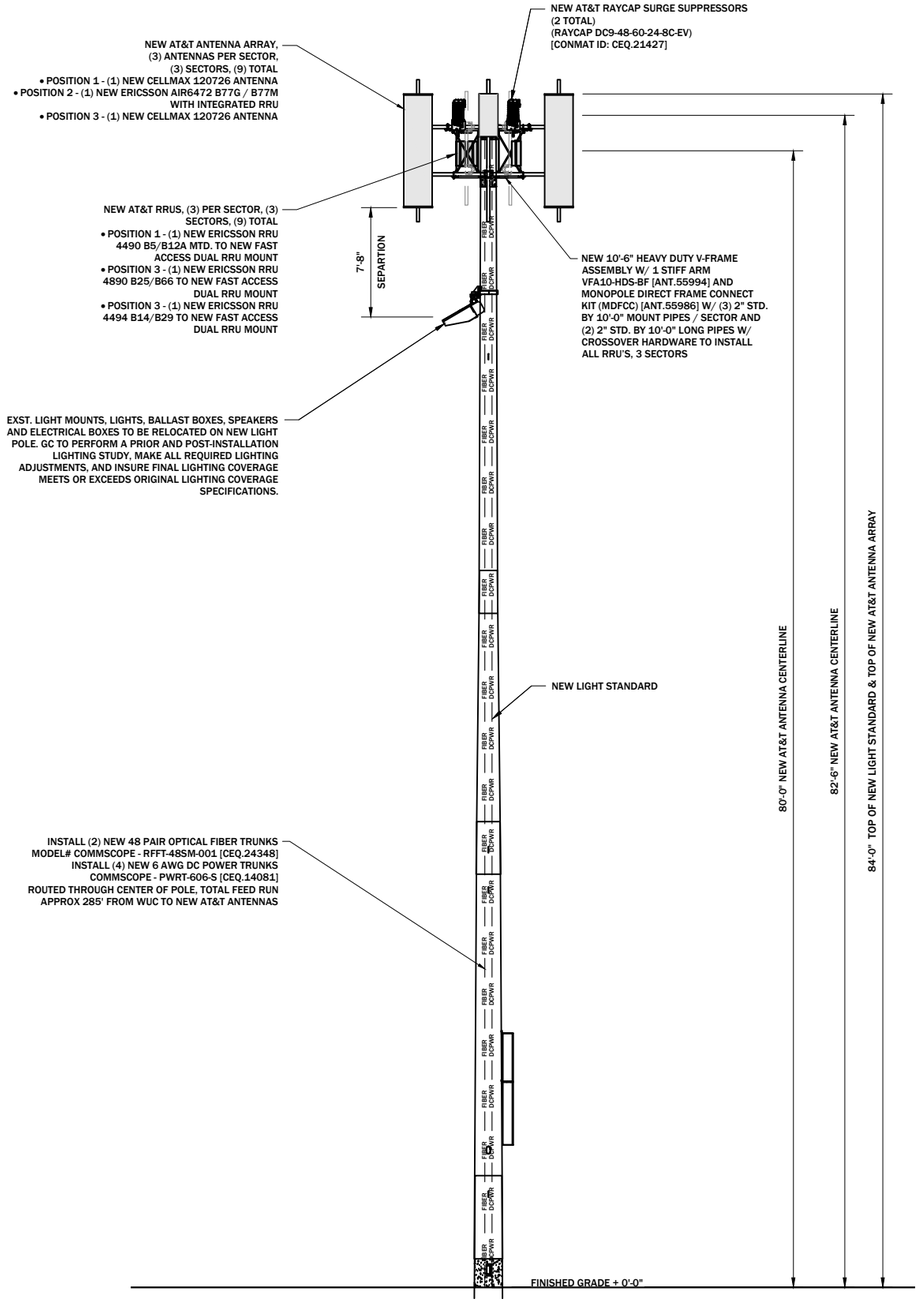
C-2

REV.: B

OWNERSHIP OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS IN INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF AT&T. AND ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF AT&T. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSED PROFESSIONAL IN WRITING.

STRUCTURAL AND MOUNT ANALYSIS NOTES:

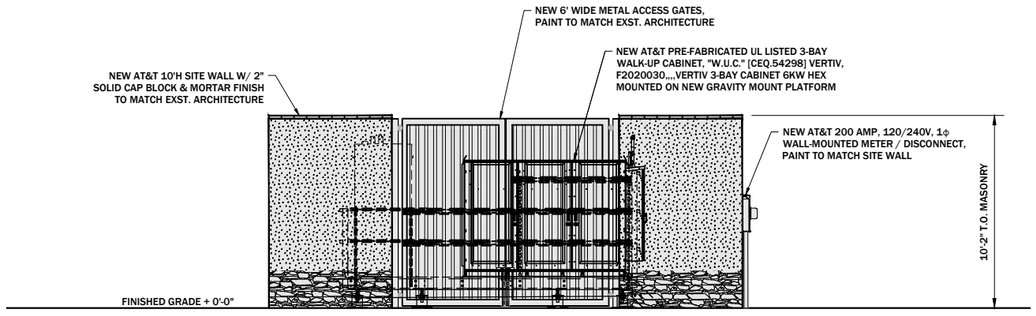
1. THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING STRUCTURAL AND MOUNT ANALYSIS.
2. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE STRUCTURAL AND MOUNT ANALYSES FOR ANY CONDITIONS PRIOR TO INSTALLATION.
3. ANY REQUIRED MOUNT MODIFICATION DESIGN OR MOUNT REPLACEMENT SHALL BE APPROVED BY EOR.



LIGHT STANDARD ELEVATION

22"x34" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"
4' 2' 0" 4'

1



SITE WALL ELEVATION AT AT&T EQUIPMENT AREA

22"x34" SCALE: 1/4" = 1'-0"
11"x17" SCALE: 1/8" = 1'-0"
4' 3' 2' 1' 0" 4'

2

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AT&T
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MESA, AZ 85201-5419

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PROJECT INFORMATION:

AZL01779
PRONGHORN PARK
7931 E RUSTY SPUR TRAIL
PRESCOTT VALLEY, AZ 86315
YAVAPAI COUNTY

FA: 15521594 USID: 315136

DRAWN BY:	CHECKED BY:
JR	SEG

SHEET TITLE:

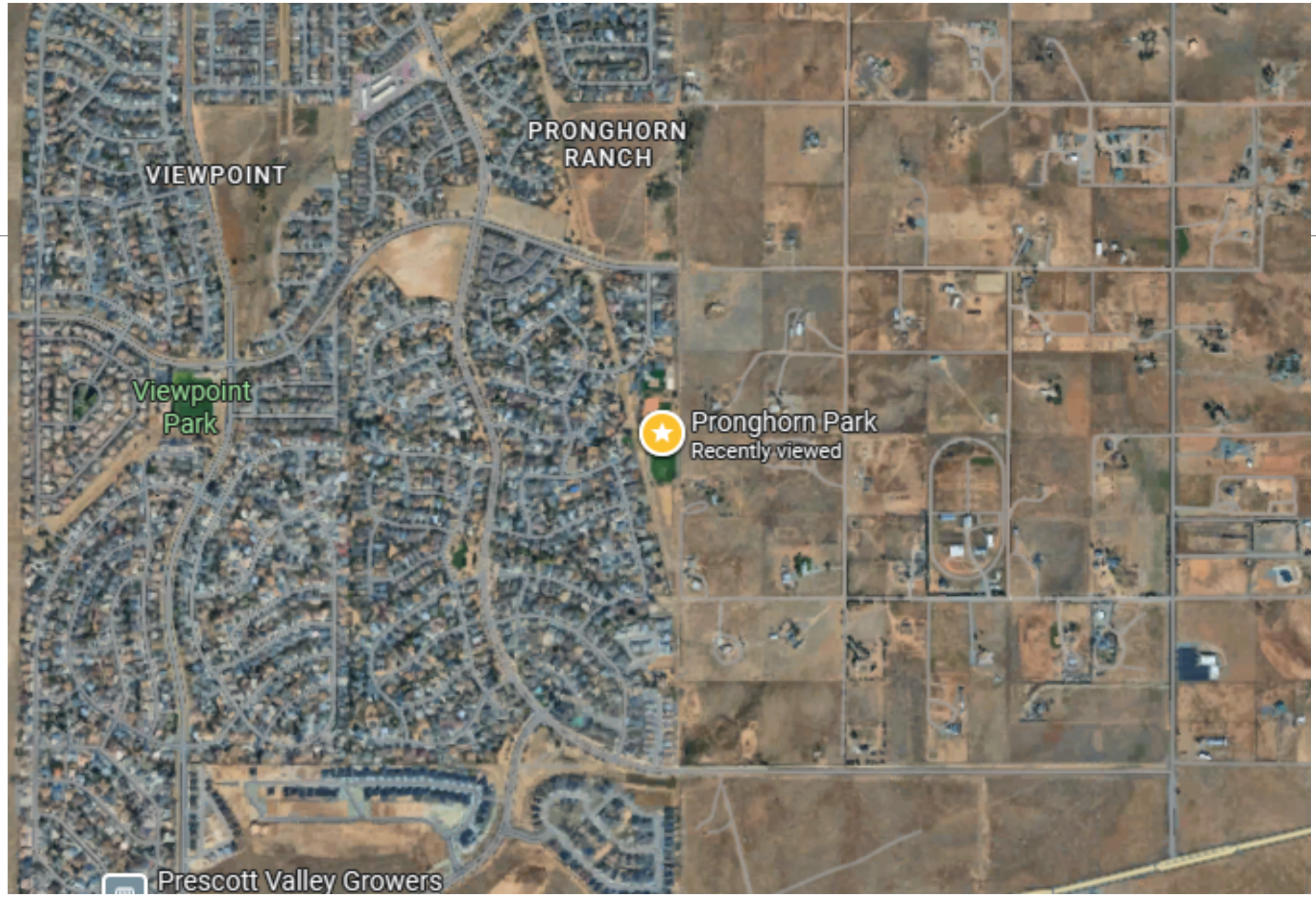
ELEVATIONS

C-3 REV.: **B**

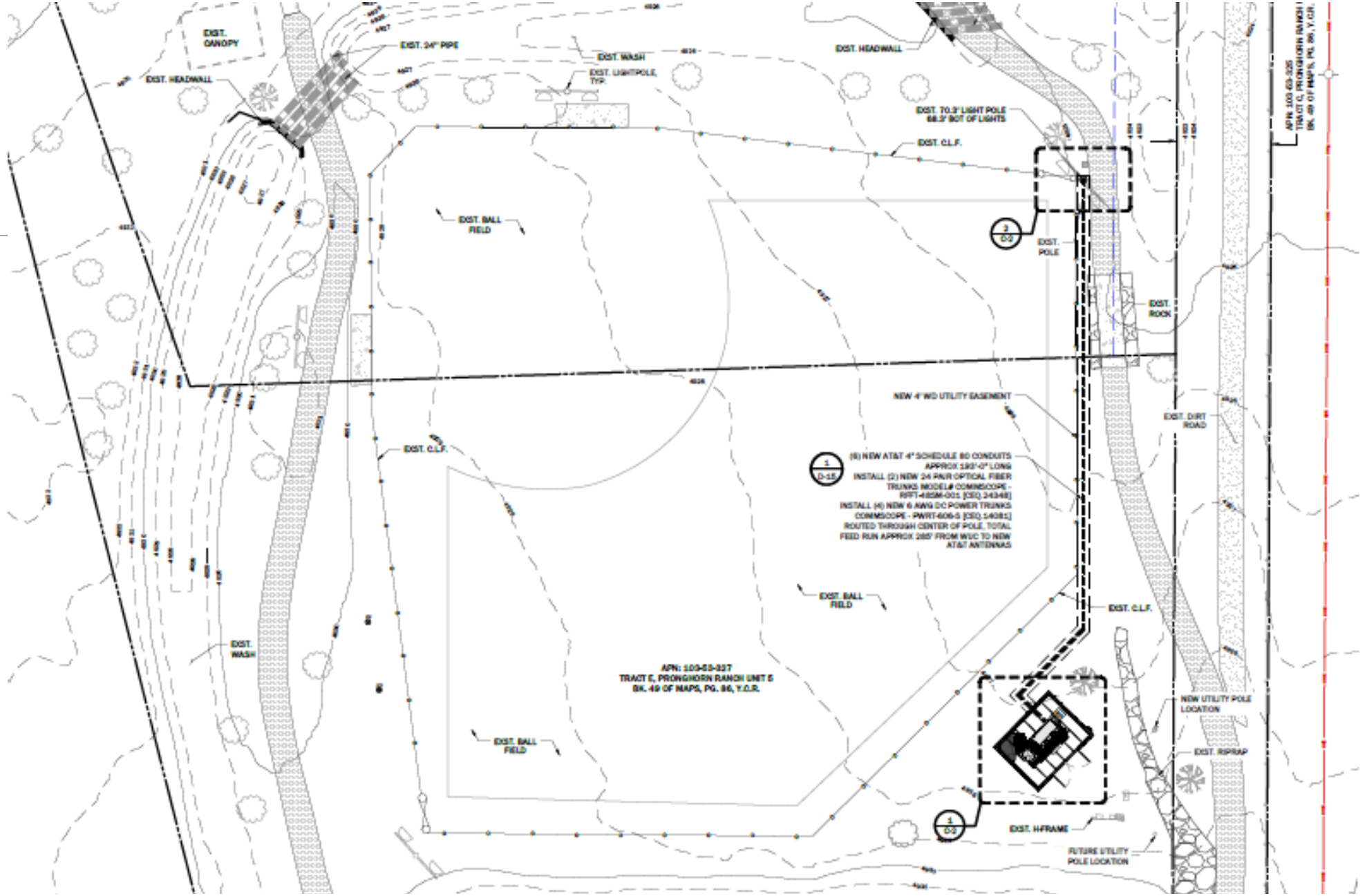
Pronghorn Park
7931 E. Rusty Spur Trail
Prescott Valley, AZ 86315

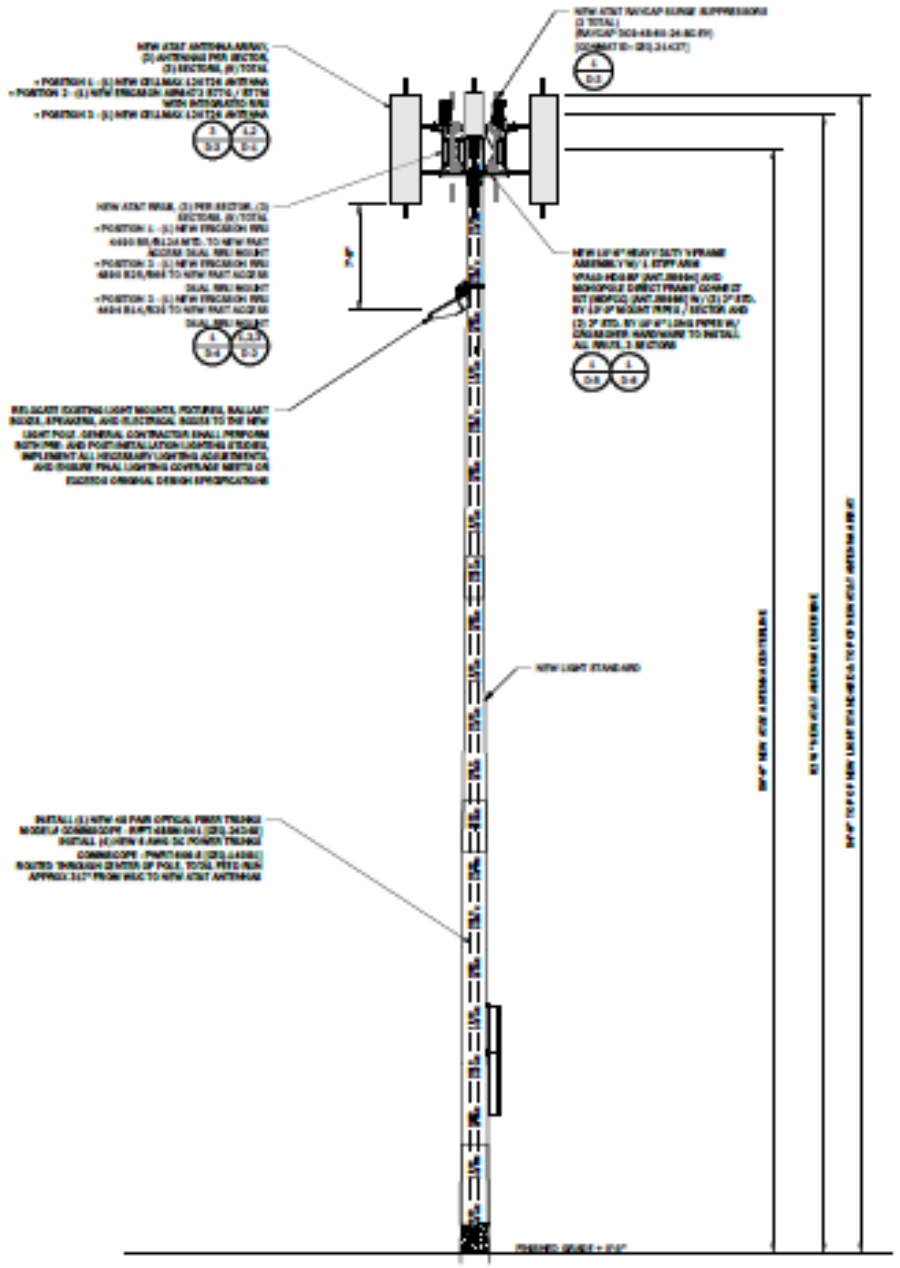


AT&T NEW SITE DEVELOPMENT FOR BALLFIELD LIGHT POLE SEPTEMBER 2026

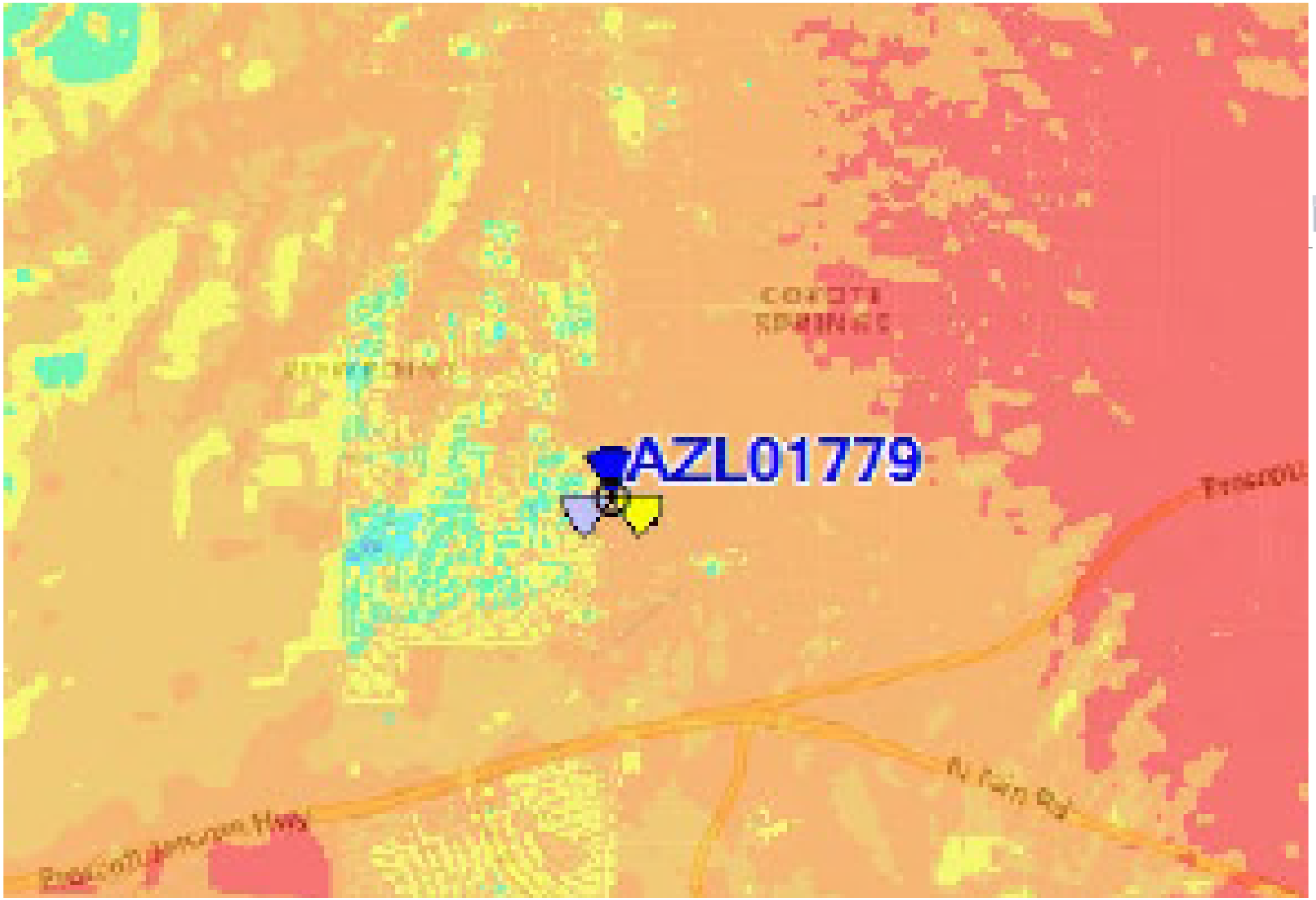

VIEWPOINT
PRONGHORN RANCH
Viewpoint Park
Pronghorn Park
Recently viewed
Prescott Valley Growers


Rusty Spur Trail
E Falcon Crest Rd


EXIST. CANOPY
EXIST. 24" PIPE
EXIST. HEADWALL
EXIST. WASH
EXIST. LIGHTPOLE, TYP.
EXIST. HEADWALL
EXIST. 70.3' LIGHT POLE
68.3' BOT OF LIGHTS
EXIST. C.L.F.
EXIST. BALL FIELD
3
D-2
EXIST. POLE
EXIST. ROCK
NEW 4' WD UTILITY EASEMENT
EXIST. DIRT ROAD
EXIST. C.L.F.
1
D-1.5
(6) NEW AT&T 4" SCHEDULE 80 CONDUITS APPROX 180'-0" LONG
INSTALL (2) NEW 24 PAIR OPTICAL FIBER TRUNKS MODEL# COMMSCOPE - RIPT-48SM-001 [CEQ 34048]
INSTALL (4) NEW 6 AWG DC POWER TRUNKS COMMSCOPE - PWRT-606-S [CEQ 14081]
ROUTED THROUGH CENTER OF POLE. TOTAL FEED RUN APPROX 285' FROM WLC TO NEW AT&T ANTENNAS
EXIST. BALL FIELD
EXIST. C.L.F.
EXIST. WASH
APN: 103-03-327
TRACT E, PRONGHORN RANCH UNIT 5
BK. 49 OF MAPS, PG. 86, Y.C.R.
NEW UTILITY POLE LOCATION
EXIST. RIPRAP
EXIST. BALL FIELD
1
D-2
EXIST. H-FRAME
FUTURE UTILITY POLE LOCATION


NEW LIGHT STANDARD




AZL01779
Legend
RSRP (dBm) - Indoor
Best RSRP (RS EPRE) Level (dBm) >= -90
Best RSRP (RS EPRE) Level (dBm) >= -98
Best RSRP (RS EPRE) Level (dBm) >= -103
Best RSRP (RS EPRE) Level (dBm) >= -108
Best RSRP (RS EPRE) Level (dBm) >= -113
Best RSRP (RS EPRE) Level (dBm) >= -116
Best RSRP (RS EPRE) Level (dBm) >= -118
Best RSRP (RS EPRE) Level (dBm) >= -126



Legend

RSRP (dBm) - Indoor

- Best RSRP (RS EPRE) Level (dBm) >= -90
- Best RSRP (RS EPRE) Level (dBm) >= -98
- Best RSRP (RS EPRE) Level (dBm) >= -103
- Best RSRP (RS EPRE) Level (dBm) >= -108
- Best RSRP (RS EPRE) Level (dBm) >= -113
- Best RSRP (RS EPRE) Level (dBm) >= -116
- Best RSRP (RS EPRE) Level (dBm) >= -118
- Best RSRP (RS EPRE) Level (dBm) >= -126

Enhancement to Pronghorn Ranch and surrounding area

AT&T 5G coverage in this area is very low. Data Speeds (DL and UL) confirm the low coverage for the area. The only way to alleviate the burden on the surrounding is to build a new wireless communication tower that will create a more consistent and uniform coverage area.

ITEM NO. 11h

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Gilbert Davidson, Town Manager

DEPARTMENT: Town Manager's Office

AGENDA TYPE: New Business

SUBJECT: Telecommunications Lease Town & Allynx, New Cingular Wireless (AT&T) Public Works Yard - Consideration & Possible Action (Authorize Signature) [Ryan Judy, Deputy Town Manager]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
The Town of Prescott Valley has previously entered into an agreement (December 19, 1999) granting a right-of-first-refusal to Allynx Corp. to lease certain Town facilities for purposes of entering into subleases with wireless telecommunications providers. Allynx has had considerable experience in the location of such telecommunications facilities, and originally assisted Prescott Valley, Prescott, Chino Valley, and Yavapai County

develop a joint telecommunications plan in response to new federal law. The joint telecommunications plan encourages such facilities to be located on various public structures (e.g., water tanks, light poles, etc.) where possible.

In 2018, the Town entered into a Lease/Sublease with Allynx/Verizon to locate a monopole in the Town's Public Works yard on Long Mesa Drive. The tower was constructed in the backlot, which is addressed as 8475 Laredo Dr and nicknamed by the carrier as the "Volcano" site. In 2022, the Town entered into a Lease/Sublease with Allynx/DISH Wireless to co-locate another cellular array on this monopole. On December 5, 2025, the Town received a termination letter from DISH Wireless. AT&T (through New Cingular Wireless PCS, LLC) now desires to co-locate on this monopole in the space that DISH Wireless previously occupied.

The proposed Lease between the Town and Allynx (and the Sublease between Allynx and New Cingular Wireless) typically have similar provisions. The Lease with the Town is for an initial term of 5 years (with 6 extension options of 5 years apiece if Allynx and New Cingular Wireless are not in default). New Cingular Wireless is not required to pay Allynx (or Allynx to pay the Town) monthly payments until the facility is constructed (and considerable time is given to New Cingular Wireless to decide if and when it will construct the facility). Once payments begin, they are subject to increase over time.

[Note: Town Code 2-02-040(D) requires the Mayor to execute and authenticate by his signature any instruments conveying or acknowledging conveyance of Town real property interests. It is therefore proposed that the Mayor be authorized to sign the Lease between the Town and Allynx for the "Volcano (PW Yard)" Telecom Facility.]

RECOMMENDED MOTION:
Motion to authorize signature of the Lease Agreement between the Town and Allynx Corp. for the purpose of co-locating a telecommunications facility with New Cingular Wireless (AT&T) on an existing monopole at the Town's Public Works Yard. **VOTE**.

STAFF RECOMMENDATION:
Staff recommends authorizing signature of the Lease Agreement with Allynx for the purpose of co-locating a telecommunications facility on an existing monopole at the Town's Public Works Yard.

FISCAL ANALYSIS:
During the Initial Term (60 months) Allynx will pay rent to the Town of $1,162.00 per month. During each additional 5-year term thereafter, rent shall be increased by 15%. Within 60 days after execution of the Sublease, AT&T shall make a one-time payment of $15,000 to Allynx (for payment to the Town).

Attachments

Allynx Lease - Volcano (PW Yard)
New Cingular Wireless (ATT&T) Sublease - Volcano (PW Yard)

ANTENNA SITE LEASE
ALLYNX ATT VOLCANO

THIS ANTENNA SITE LEASE (this **"Lease"**) is dated for reference purposes only this 12th day of November, 2026, by and between the Town of Prescott Valley, a municipal corporation of Arizona (**"Lessor"**), and Allynx Corporation, an Arizona corporation **("Tenant"**).

WITNESSETH THAT:

A. Lessor owns certain real property located at 8475 E Laredo Drive, Prescott Valley, Arizona 86315, as more particularly described in **Exhibit A** (**"Property"**); and

B. Tenant desires to obtain a lease over a portion of the Property (the **"Premises"**), described in Exhibit A and generally shown on the site plan attached hereto as **Exhibit B** (**"Site"**) for the purpose of subleasing (**"Sublease"**) the Site to New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Sublessee**") for the purpose particularly described in Paragraph 3 below ("**Facility")**.

NOW, THEREFORE, the parties hereto, having exchanged good, valuable and satisfactory consideration, agree as follows:

1. **Lease**. Lessor hereby leases to Tenant for the Term (as defined in Paragraph 2 below) the Site for the use described in Paragraph 3 below. This Lease includes the right to use the areas immediately adjoining the Site for the purpose of access and installing any necessary utilities for Lessor's use of the Site. In the event that Lessor and Tenant have not agreed on the precise location of the Site as of the date hereof, Lessor and Tenant agree that the precise location (including the access and utilities rights-of-way and easements) shall be located by a survey prepared by a surveyor, at Tenant's expense, and such survey shall then be attached hereto as a new Exhibit C and shall control in the event of any discrepancy with Exhibit B.

2. **Terms and Commencement.** The initial term of this Lease shall be sixty (60) months ("**Initial Term**") commencing upon the Commencement Date (as defined herein). The Initial Term shall commence on the earlier of the first day of the month after Sublessee commences construction of any portion of the Antenna Facilities, or (ii) on the first day of the month following the date that is eighteenth (18) months following the Effective Date), whichever occurs first ("**Commencement Date**"). In the event the date of commencing construction of the Antenna Facilities is determinative and such date falls between the 1st and 15th of the month, the Initial Term shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Initial Term shall commence on the 1st day of the following month. Sublessee shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Sublessee commences installation of the Antenna Facilities on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. The Term of this Sublease shall automatically renew for six (6) additional five (5) year terms (each a **"Renewal Term"**) unless Sublessee notifies Sublessor, in writing, of Sublessee's intention not to renew this Sublease, at least six (6) months prior to the expiration of the Initial Term or the current Renewal Term.

Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent in each Renewal Term shall be one hundred fifteen percent (115%) of the Rent payable with respect to the immediately preceding five (5) year term. The Initial Term and each Renewal Term shall be collectively referred to as the "**Term**." If Sublessee shall remain in possession of the Premises at the expiration or earlier termination of this Lease, such possession shall be deemed a month-to-month tenancy ("**Holdover Tenancy**") on the same terms and conditions of this Lease. Either Party may terminate the Holdover Tenancy by giving thirty (30) days prior written notice to the other, in which case the Holdover Tenancy shall thereupon terminate on the last day of the month following the month in which the notice is given. Rent for each month of the Holdover Tenancy shall be one hundred twenty-five percent (125%) of Rent payable in the last month of the Term.

3. **Use**. The Premises are located adjacent to land subleased to Verizon Wireless (VAW) LLC ("**Verizon**") on which exists a tower structure ("**Tower**"). It is intended Sublessee will use the Premises in connection with the Tower. The Premises may be used by Sublessee for its construction, maintenance, repair and operation of a communications facility, the transmission and reception of communication signals and for construction, maintenance, repair or replacement of communications fixtures and related equipment, cables, accessories and improvements, which may include antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively "**Antenna Facilities**"). Nothing contained in this Lease or the Sublease shall restrict or prevent the Town from the full performance of all of its duties as a governmental entity. So long as Sublessee has obtained all applicable Governmental Approvals (as defined below) and is in compliance with same (including but not limited to the ordinances of the Town), Sublessee shall have the right, at its sole cost and expense, without the prior consent of the Town or Sublessor, to replace, repair, upgrade or otherwise modify the Antenna Facilities or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto. It is understood and agreed that Sublessee's ability to use the Premises is contingent upon its obtaining, after the Effective Date, all of the certificates, permits and other approvals that may be required by any Federal, State, County or Town authorities (collectively the **"Governmental Approvals"**), as well as satisfactory soil boring tests which will permit Sublessee's use of the Premises as set forth above. Lessor shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Sublessee. In the event that: (i) any application for Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Sublessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; (iii) Sublessee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Sublessee determines that any soil boring tests are unsatisfactory; (v) Sublessee determines that the Premises is no longer technically compatible for its use; (vi) Sublessee, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes; or (vii) Sublessee loses the ability to utilize the Tower, then Lessee shall have the right to terminate this Lease.

4. **Access.** Lessor shall grant Tenant and the Sublessee under the Sublease the non-exclusive right (the "**Access and Utilities Rights of Way**") for ingress and egress, in accordance with Section 7 below (and as described in Exhibit A), over or along a right-of-way

extending from the nearest public right-of-way to the Premises, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Site and through the Premises and Lessor's appurtenant Property to enable Tenant to construct, install, operate, maintain, repair, replace and remove any or all of the Facility or Equipment and the right for the installation and maintenance of utility wires, poles and cables, conduits and pipes over, under or along a separate five foot (5') wide right of way (the "**Utilities Rights of Way**").

5. **No Lien.** The Facility and Equipment, including, without limitation, the antennae, antenna arrays, communications equipment and support equipment located on the Site, shall at all times be the sole property of Subtenant. Tenant and Subtenant shall keep the Property and the Site free from mechanics' liens arising out of construction and Tenant and Subtenant shall comply with all applicable building codes, regulations and ordinances required for use of the Site.

6. **Rent.**

a. Tenant shall pay to Lessor, on the 10th day of every calendar month during the Term, rent as follows: (a) during the Initial Term, during the first 60 months of the Term, One Thousand One Hundred Sixty-Two and No Hundreds Dollars ($1,162.00) per month. During each Additional Term thereafter, rent shall be in the amount charged, per month, during the most recent Term increased by fifteen percent (15%). If Tenant shall sublease any portion of the Site to more than one subtenant or licensee, the rent for the applicable month shall be increased by fifty percent (50%) for each subtenant after the first subtenant.

b. The Sublease provides Sublessee shall, within sixty (60) days following execution of the Sublease, pay the sum of Fifteen Thousand Dollars ($15,000) ("Initial Payment") to Tenant to be paid by Tenant to Landlord. Promptly upon receipt of the Initial Payment, Tenant shall pay the Initial Payment to Landlord.

7. **Indemnity and Insurance.** Tenant shall, and each subtenant shall, indemnify and hold Lessor harmless from any claim, demand or cause of action which may arise from Tenant's/subtenant's negligent act or omission or willful misconduct in the construction, use, operation or maintenance of the Facility and Equipment, and their use of the Site, except for any occurrence attributable, in whole or in part, to Lessor and/or its assigns, other Tenants, their agents, employees, customers, invitees or contractors.

Tenant shall (directly or through its subtenants), throughout the Term, carry adequate insurance to protect the parties hereto against any and all claims, demands, actions, judgments, costs, expenses and liabilities which may arise out of or result, directly or indirectly, from Tenant's use of the Site, except to the extent such liability shall arise out of or result from the negligence of Lessor and/or its assigns, other Tenants, agents, employees, customers, invitees or contractors. Such insurance policy shall be a combined single limit policy in an amount of not

less than $2,000,000 per occurrence and may be in the form of general coverage or floating policies covering this and other Sites.

8. **Lessor's Non-Interference.** Except for radio frequency transmitter equipment or barriers or physical conditions which exist as of the date first-above written, Lessor agrees for itself and Lessor's successors and assigns not to construct or permit or otherwise allow to be constructed on the Property, any barrier or physical condition that would impede or interfere with the Permitted Use of the Site under this Lease. In addition, Lessor shall not cause or permit any interference with the construction, installation, maintenance or operation of the Facility, or any interference with the proper and optimum placement and operation of all Equipment and apparatus on the Site. In the event any such interference shall occur, Lessor shall, at no cost or expense to Tenant, immediately take or cause to be taken all such actions as are necessary to correct and eliminate such interference.

9. **Quiet Enjoyment.** Lessor warrants and agrees that Tenant, upon paying the rent and performing the covenants herein provided, shall peaceably and quietly have and enjoy the Site. If Lessor, at any time during the Term of this Lease, sells, transfers or otherwise conveys all or any part of the Site to any transferee other than Tenant, such transfer shall be under and subject to this Lease and all of Tenant's rights hereunder.

10. **Utilities and Taxes.** Tenant shall pay all utility service charges to the extent required for its use of the Site. Lessor and Tenant shall reasonably cooperate to provide for a separate metering of such utilities. Any expense associated with providing for such separate metering shall be borne solely by Tenant. Lessor shall pay for all real property taxes and assessments against the Site, except that Tenant shall pay to Lessor any increase in such taxes or assessments based solely on the assessed value of any improvements constructed by Tenant on the Site for operation of the Facility. Tenant shall pay all personal property taxes assessed against the Facility and Equipment.

11. **Removal of Property.** Tenant shall, within thirty (30) days following the expiration or earlier termination of the Term, remove the Facility and Equipment and restore the Site to its condition at the commencement of the, reasonable wear and tear and damage by casualty excepted.

12. **Subleasing.** Lessor acknowledges and agrees that Tenant will sublease all or any portion of the Site, Facility or Equipment to one or more wireless service providers licensed by the Federal Communications Commission for a Permitted Use consistent with this Lease. Lessor's sole compensation shall be the increase in rent set forth in this Lease. As used in this Lease, the term Tenant shall include all sublessees. All subleases shall contain a provision substantially stating the Sublease is under and is subordinate to the Antenna Site Lease for the Site between Sublessor and The Town of Prescott Valley as Lessor. Sublessee agrees to execute such reasonable subordination Leases and estoppel certificates as Lessor may require from time to time. Lessor, for its part, agrees to enter into a reasonable non-disturbance Lease with any sublessees.

13. **Title Matters.** Lessor represents and warrants to Tenant that it has full authority to enter into this Lease and that Lessor has fee title to the Property or a leasehold interest in the Property and the Site is not and shall not be subject to any leases, documents, liens, encumbrances or restrictions, nor are there any violations of law, ordinances or regulations, of which Lessor is aware, which might prevent or negatively impact upon Tenant's proposed use and occupancy of the Site.

14. **Maintenance and Repairs.** The Sublease shall require Sublesse, during the Term, at Sublessee's sole cost and expense, maintain in good condition and repair those improvements made to the Site.

15. **Assignment.** Tenant may not assign this Lease and the Sublease shall require the Sublessee may not assign the Sublease, without the prior consent of Lessor Tenant nor Subleasee, except that, without the consent of Lessor, assign this Lease: (a) to any corporation or entity which is owned by or closely affiliated or to any subsidiary or parent; (b) to a corporation or other entity with which it may merge or consolidate; (c) to a purchaser of all or substantially all of the outstanding ownership of its units or assets; (d) to any transferee of its Federal Communications Commission for Personal Communications Services; or (e) in connection with any Secured Financing as more particularly provided in Paragraph 18 below.

16. **Eminent Domain.** If during the Term the whole or any part of the Site is taken by eminent domain or condemnation or sold under threat of exercise of said power (all of which are herein called **"Condemnation"**), Tenant may terminate this Lease upon written notice to Lessor within thirty (30) days after Tenant receives written notice of such Condemnation from Lessor. Further, regardless of whether this Lease is terminated as provided in this Paragraph, Tenant shall, in the event of a Condemnation, be entitled to receive just compensation from the condemning authority or transferee for loss of all or any portion of the Site, this Lease and/or Facility, Use or Equipment, including, without limitation, the value of any personal property and trade fixtures taken, the cost of relocating the Facility or any portion thereof and any loss of business.

17. **Default.** Tenant shall be in default if it fails to pay Rent within ten (10) days after written notice from Lessor. Either party shall be in default upon their failure to observe or perform any of their respective obligations for thirty (30) days after receipt of written notice (or any such lesser period as may be expressly provided in this Lease) unless the default is of such nature that it cannot be cured within thirty (30) days and the party in default commences a cure within thirty (30) days or such lesser time as expressly provided and works diligently to cure. In the event of such default, the non-defaulting party may thereafter pursue any and all remedies available at law or in equity, including without limitation, the right, but not the obligation, to cure such default and submit a written statement of costs incurred for curing the default to the defaulting party. The defaulting party shall have thirty (30) days following receipt of such a written statement to reimburse the non-defaulting party for costs incurred.

18. **Mutual Agreements.** Lessor and Tenant agree that: (a) time is of the essence of each and every provision of this Lease; (b) except as otherwise expressly provided in this Lease, whenever the consent or approval of either party hereto is required, that party shall not

unreasonably withhold or delay such consent or approval; (c) this Lease shall be construed and enforced in accordance with the laws of the State of Arizona; (d) each and all of the rights and obligations of the parties under this Lease shall be binding upon and shall inure to the benefit of the parities hereto and their respective heirs, successors and assigns; (e) the invalidity of any portion of this shall not affect the remainder of this Lease; (f) in the event that any action shall be instituted by either of the parties hereto or by any Secured Party as described herein below for the enforcement of any rights or remedies in or under this Lease, the prevailing party shall be entitled to recover from the other party all costs incurred by said prevailing party in such action, including, but not limited to, reasonable attorneys' fees; and (g) in the event that any Exhibits referred to in this Lease have not been prepared as of the date hereof, they may be attached after the execution of this Lease.

19. **Additional Agreements.** From and after the date of this Lease, each of the parties hereto shall promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such instruments or documents, and shall take all actions pursuant to the provisions of this Lease, as may reasonably be requested by any party hereto to carry out the intent or purpose of the provisions of this Lease. This Lease shall include, but not be limited to, Lessor's execution of Leases or grants of easements to any public authority or public utility; subordinations, which include non-disturbance clauses; joining in applications for government permits or approvals which are necessary or appropriate for the Permitted Use of the Site and operation of the Facility and Equipment as provided in this Lease. This Lease shall be construed according to the fair meaning of the language; may be signed in counterparts; and facsimile signatures shall be sufficient unless originals are required by third parties.

20. **Security Interest and Assignment.** Lessor agrees that, at all times during the Term, Tenant shall have the absolute and unconditional right from time to time to grant to any person or entity (a **"Secured Party"**) a security interest in some or all of the Facility or Equipment and/or any of Tenant's furniture, fixtures, equipment and/or other property and/or to assign or pledge this Lease to any person or entity for purposes of financing the Facility or Equipment or for the operation of its business (**"Secured Financing"**). Lessor hereby waives any and all rights or interest which Lessor may have or acquire to or in the Facility, Equipment and/or any of Tenant's furniture, fixtures, equipment and/or other property (**"Personal Property"**) utilized or to be utilized in connection therewith and hereby agrees that same will not constitute realty regardless of the law of fixtures and/or the manner in which same are affixed to or placed on the Site or otherwise. Accordingly, Lessor shall not grant, create or purport to grant or create any security interest whatsoever in the Facility and/or Tenant's Personal Property utilized or to be utilized in connection therewith. Upon the expiration or earlier termination of this Lease, Lessor will give to any Secured Party, of which it has received notice, the right, within sixty (60) days after such event, to enter upon the Site for the purpose of removing any property in which it holds a security interest. Lessor hereby expressly agrees to promptly execute, acknowledge and deliver to Tenant, from time to time, upon request by Tenant, all such instruments and documents as are reasonably requested by Tenant, in order to carry out the intent and purpose of this Paragraph.

21. **Notices.** Any notice or demand shall be in writing, be deemed given if personally delivered, mailed certified mail, return receipt, or sent by overnight courier to the address and to

the attention of the parties' respective designees as stated below. Any change in address or change in the identity of the person to whose attention notices or demands are to be directed shall be communicated as herein provided.

Tenant:	Allynx Corporation Attn: Richard Q. Nye 7025 N 47th St. Paradise Valley, AZ 85253 Phone: (602) 757-1113 Email: nye@allynxcorp.com	Lessor:	Town of Prescott Valley Attn: Town Manager 7501 E Skoog Blvd Prescott Valley, AZ 86314 Phone: (520) 759-3100 Fax: (520) 759-3125

22. **Termination.** The Parties agree the purpose of this Lease is to facilitate the Sublease and default or termination of the Sublease shall cause the co-terminus termination of this Lease or suspension of payment of Rent under this Lease to the extent of Sublessor's default under the Sublease.

23. **Entire Agreement.** This Lease along with all exhibits and attachments or other documents attached hereto or named herein constitutes the entire and exclusive agreement between Lessor and Tenant relative to the Site. All prior or contemporaneous oral agreements, understandings and discussions relative to the leasing of the Site are merged in or revoked by this Lease. This Lease and such exhibits, attachments and other documents may be altered, amended or revoked only by instrument in writing signed by Lessor and Tenant. Each writing, diagram or plat referred to in this Lease as being attached to this Lease as an exhibit or otherwise designated in this Lease as an exhibit to this Lease, is made a part of this Lease.

24. **Hazardous Substances.** With prior written notice to Lessor, the Tenant shall have the right, but not the duty, to enter upon the Property and conduct, at Tenant's sole cost and expense and for its sole benefit, a Phase I environmental assessment to determine the presence of hazardous substances within, on, or under the Property. "Hazardous substance" shall mean any material, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor represents, to its best knowledge (without having conducted any independent investigation), that there are not pre-existing conditions involving hazardous substances on or within the Site, and Lessor and Tenant each warrant to the other that they will not generate, store or dispose of any hazardous substance within, on, or under the Property, except in accordance with all local, state and federal regulations governing the proper use, storage and disposal of such substances. Each shall indemnify and defend the other from any losses, claims, damages, penalties and liabilities arising from any breach of this provision, without regard to whether Tenant has exercised its right to conduct an environmental assessment of the Property. This obligation to indemnify and defend shall survive the expiration or earlier termination of this Lease.

25. **Authority to Execute.** Lessor and Tenant represent and warrant that each person executing this Lease on behalf of Lessor or Tenant is duly authorized to execute and deliver this Lease on behalf of such party.

26. **Exhibits**. Certain attachments may be appended to this Lease and denominated Exhibits. Such attachments, if any, shall constitute a part of the Lease.

27. **Conflict-of-Interest.** This Lease may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict-of-interest as described therein by any person significantly involved in negotiating this Lease on behalf of the Lessor.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each party hereto has executed this Antenna Site Lease, as of the day and year first written above.

LESSOR: Town of Prescott Valley, a municipal corporation of Arizona

By: _____
Kell Palguta, Mayor

Attest: _____
Fatima Fernandez, Town Clerk

Approved as to form: _____
Ivan Legler, Town Attorney

TENANT: Allynx Corporation, an Arizona corporation

By: _____
Richard Q. Nye., President

EXHIBIT A

Legal Description of the Property

APN: 103-33-29
A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1, 2064.51 FEET;

THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF SHERRIL DRIVE, 688.10 FEET;

THENCE NORTH 87° 01' 06" EAST, ALONG THE CENTERLINE OF LAREDO DRIVE, 210.00 FEET;

THENCE SOUTH 02° 58' 54" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90° 00' 00" EAST, 10.29 FEET;

THENCE SOUTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" WEST, 20.00 FEET;

THENCE NORTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" EAST, 9.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 300 SQUARE FEET.

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1,

2064.51 FEET; THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF

SHERRIL DRIVE, 688.10 FEET; THENCE NORTH 87° 01' 06" EAST, ALONG THE

CENTERLINE OF LAREDO DRIVE, 210.00 FEET; THENCE SOUTH 02° 58' 54"

EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF

TERMINUS. CONTAINS 854 SQUARE FEET.

EXHIBIT B

Docusign Envelope ID: AE7FA864-0230-0CA3-0281-14FA830CA58E

LESSOR'S LEGAL DESCRIPTION

LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO THE PLAT OF RECORD ON FILE IN THE OFFICE OF THE COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA IN BOOK 14 OF MAPS, PAGE 44.

EXCEPTING THEREFROM ALL THE GAS, OIL, MINERALS AND PETROLEUM AS RESERVED IN VARIOUS INSTRUMENTS OF RECORD.

NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AS DEFINED BY THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS AND IS NOT INTENDED TO VERIFY OWNERSHIP. ALL MEASUREMENTS SHOWN HEREON ARE RECORD, CALCULATED OR MEASURED.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SITE BENCHMARK

ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

BASIS OF BEARING

THE NORTH LINE OF LOT 6465 THROUGH LOT 6478 AS MEASURED BETWEEN FOUND MONUMENTS BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

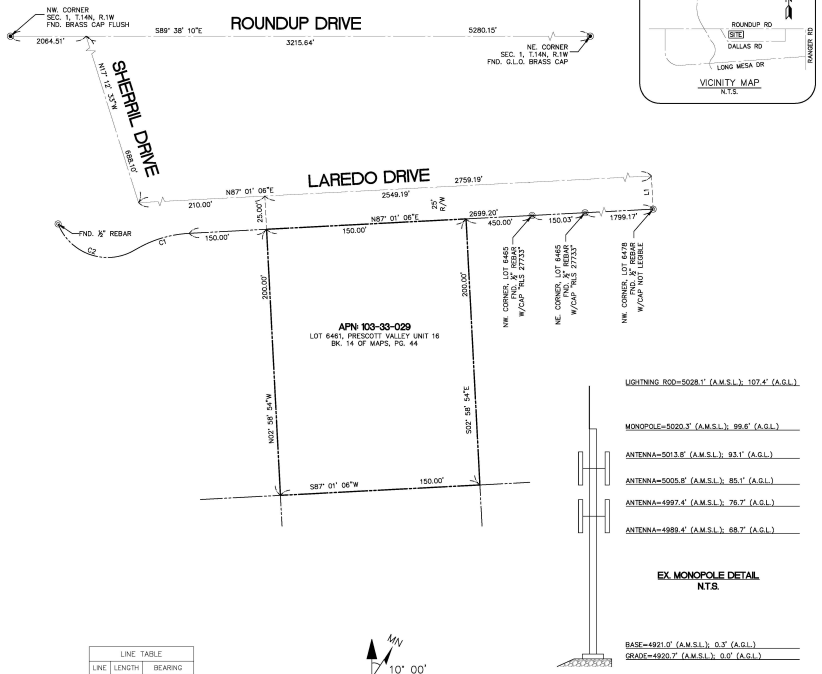
BEARING=N87° 01' 05"E

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 04/16/2025.

FLOODZONE

THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE "X" AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04025C1714H, DATED AUGUST 24, 2021. ZONE 'X' IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.



LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	S2° 58' 54"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.87'	87.50'	28°04'18"
C2	69.43'	40.00'	99°27'04"



BOUNDARY DETAIL
SCALE: 1" = 30'

EX. MONOPOLE DETAIL
N.T.S.

CENTER OF GEODETIC COORDINATES

EXISTING 99.6' MONOPOLE LOCATION
LATITUDE: 34° 37' 36.542" (34.6268172°) NORTH (NAD83)
LONGITUDE: 112° 18' 57.443" (112.3159575°) WEST (NAD83)
ELEVATION @ GRADE = 4920.7' (NAVD88)

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

TERRAMARK
LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1782
www.terramarksurveying.com

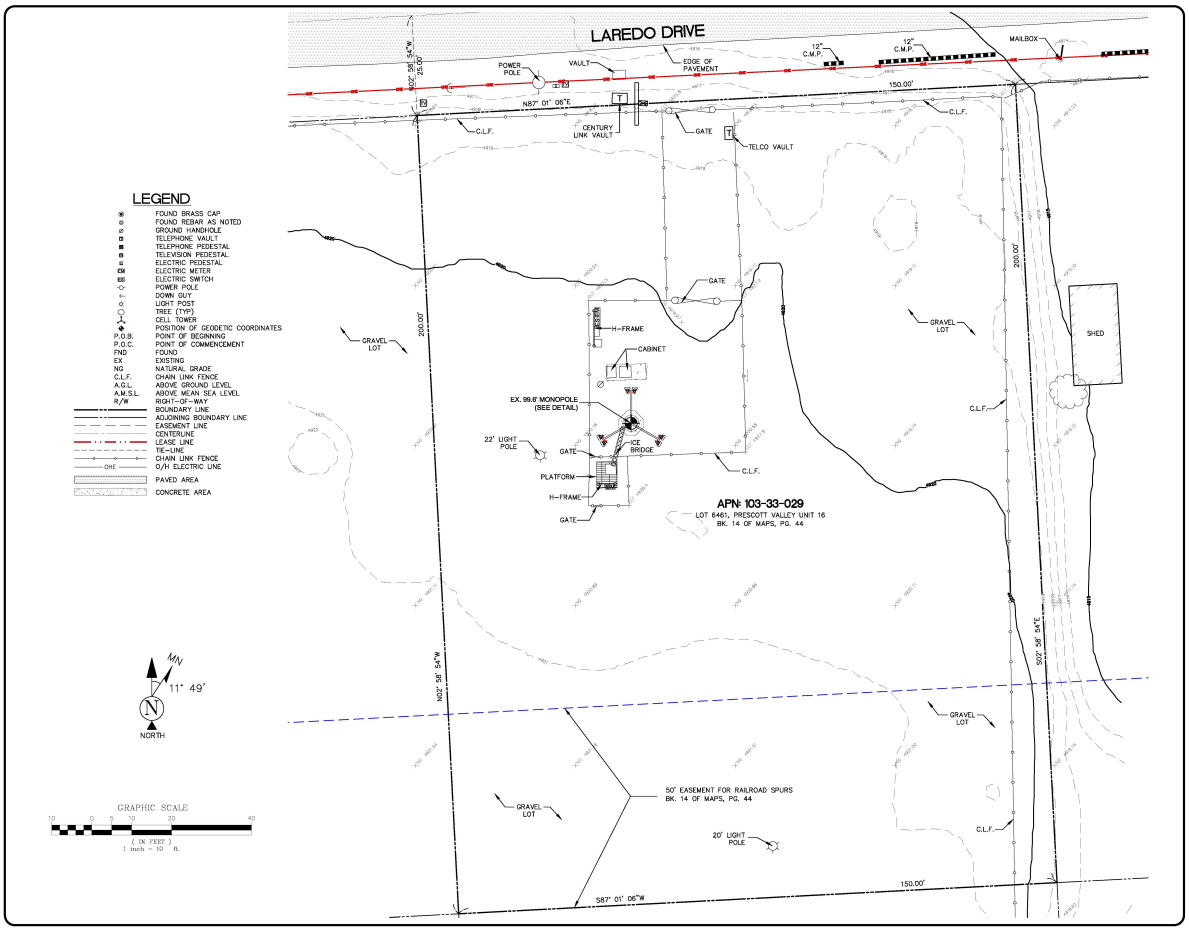
EXPIRES 03/31/26

SITE SURVEY

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2203056	MG	MG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1

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10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
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8475 E. LAREDO DRIVE
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P. 480-440-1748
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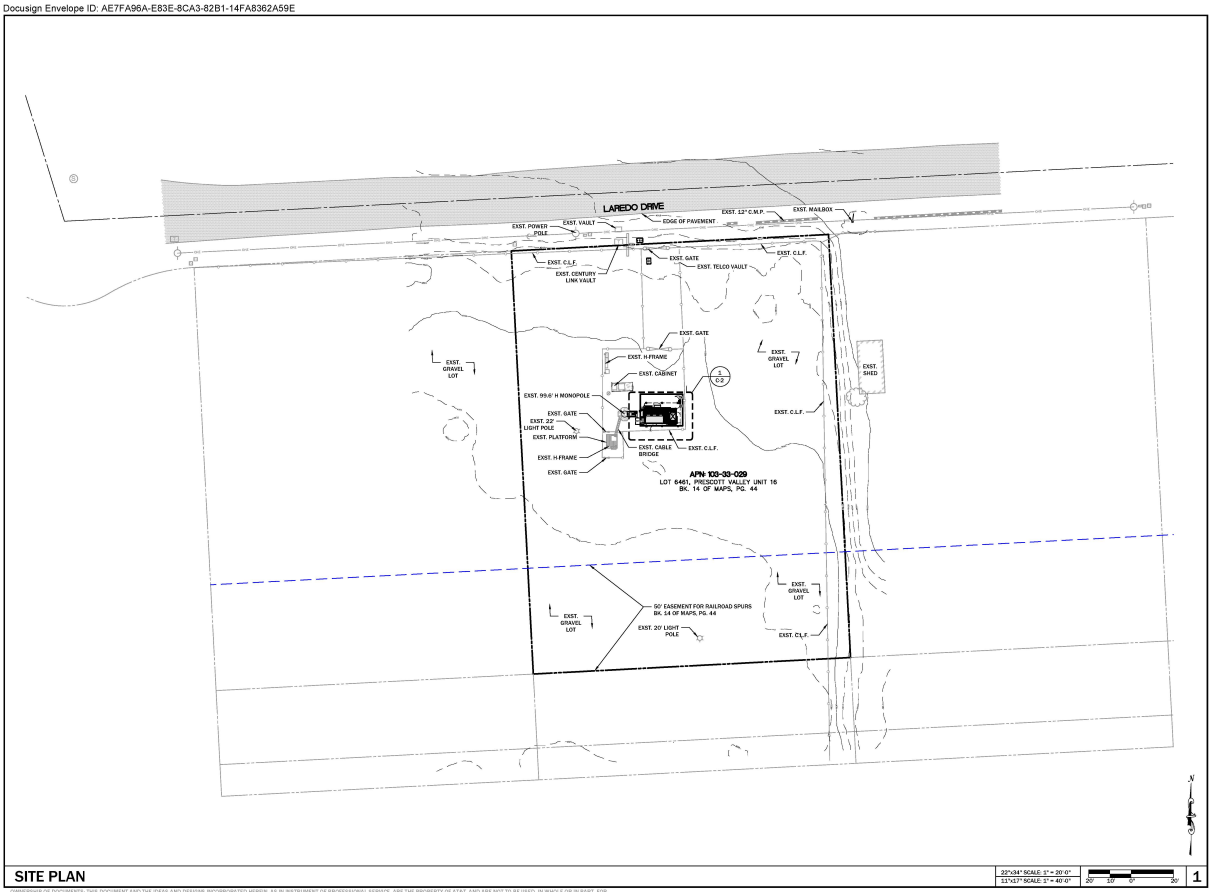
MICHAEL GRAY
REGISTERED LAND SURVEYOR
50903
ARIZONA U.S.A.
EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203056	MG	MG

SHEET NO.:	SHEET NAME:
2 OF 2	LS-2

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E



SITE PLAN

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

20' 10' 0' 20'

1

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ANNAPOLIS, MD 21401

SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

Registered Professional Engineer (Civil)
CERTIFICATE NO.
51689
SAMUEL EDUARDO GONZALEZ
10/31/25
Date Signed
ARIZONA U.S.A.

EXPIRES: 12/31/2027

REV.	DATE	REVISION DESCRIPTION
0	10-31-25	ISSUE FOR PERMIT

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPECS. UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:

AZL02594
VB AZ-5473 VOLCANO
8475 E LAREDO DR
PRESCOTT VALLEY, AZ 85344
YAVAPAI COUNTY

FA: 15200595 USID: 502203

DRAWN BY:	CHECKED BY:
JR	SEG

SHEET TITLE: SITE PLAN

C-1

REV.: 0

Docusign Envelope ID: AE7FA904-0230-4CA3-8201-14FA93CA436C

LESSOR'S LEGAL DESCRIPTION

LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO THE PLAT OF RECORD ON FILE IN THE OFFICE OF THE COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA IN BOOK 14 OF MAPS, PAGE 44.

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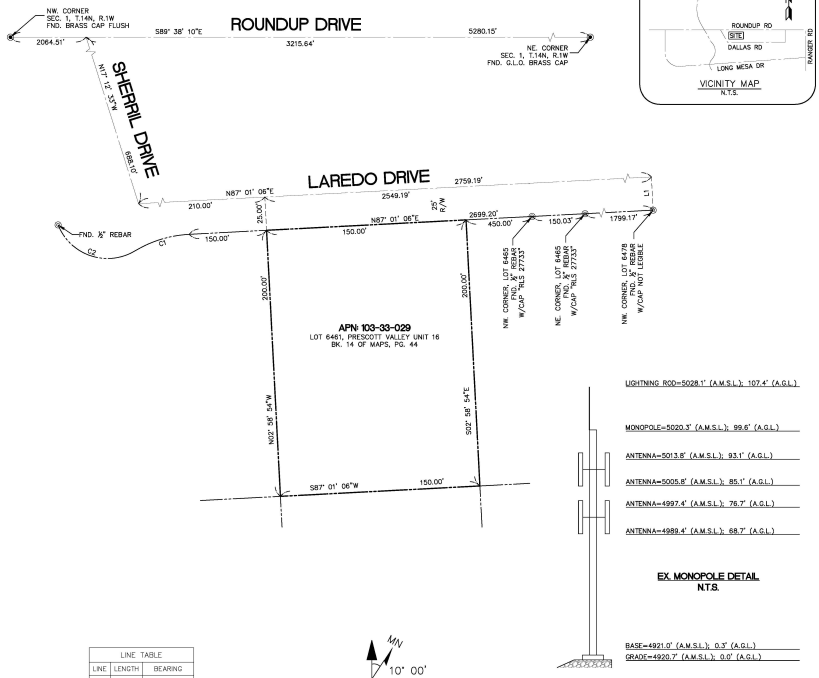
BEARING=N87° 01' 06"E

SURVEY DATE

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VICINITY MAP
N.T.S.

EX. MONOPOLE DETAIL
N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	S2° 58' 54"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
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SCALE: 1" = 30'

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LONGITUDE: 112° 18' 57.443" (112.315957°) WEST (NAD83)
ELEVATION @ GRADE = 4920.7' (NAVD88)

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10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

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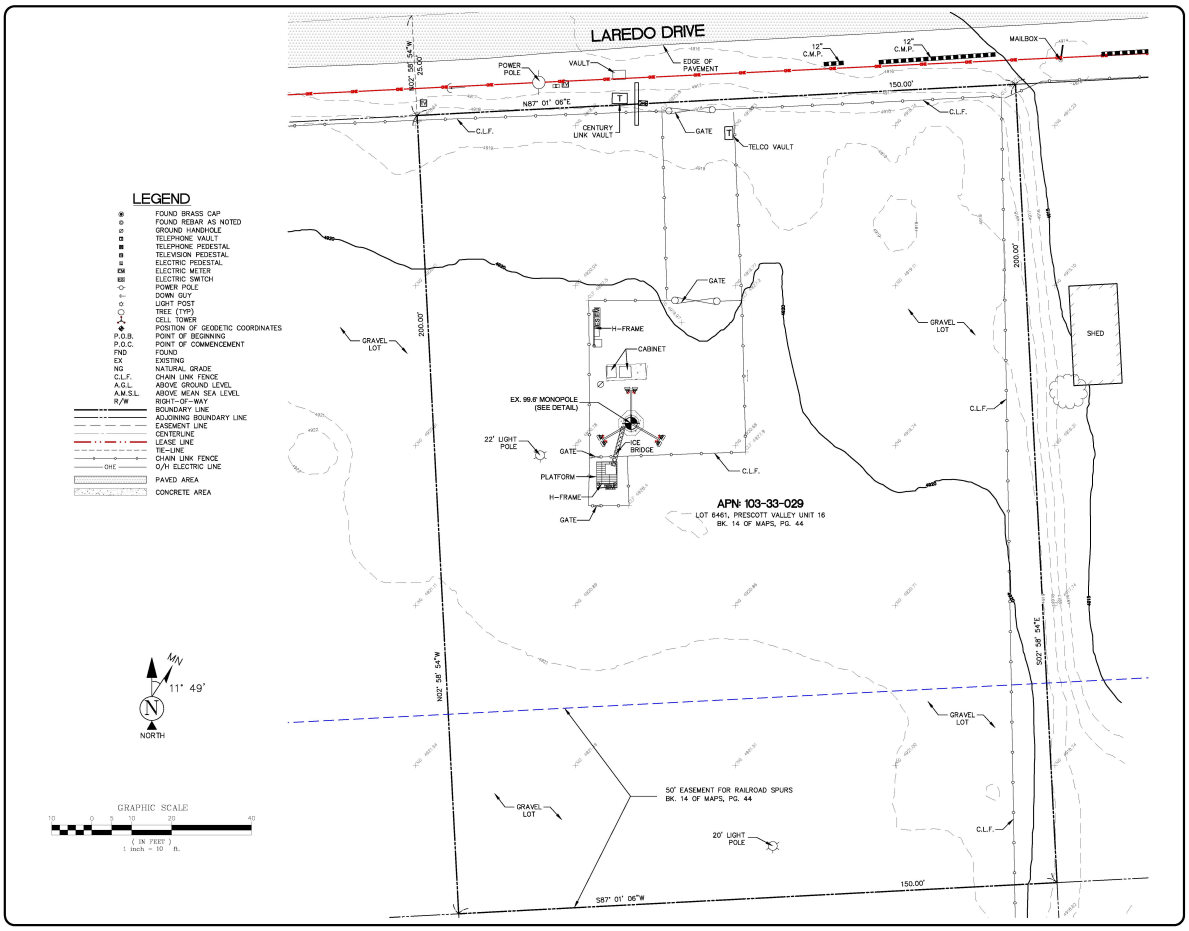
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SITE SURVEY

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SHEET NO.:	SHEET NAME:
1 OF 2	LS-1

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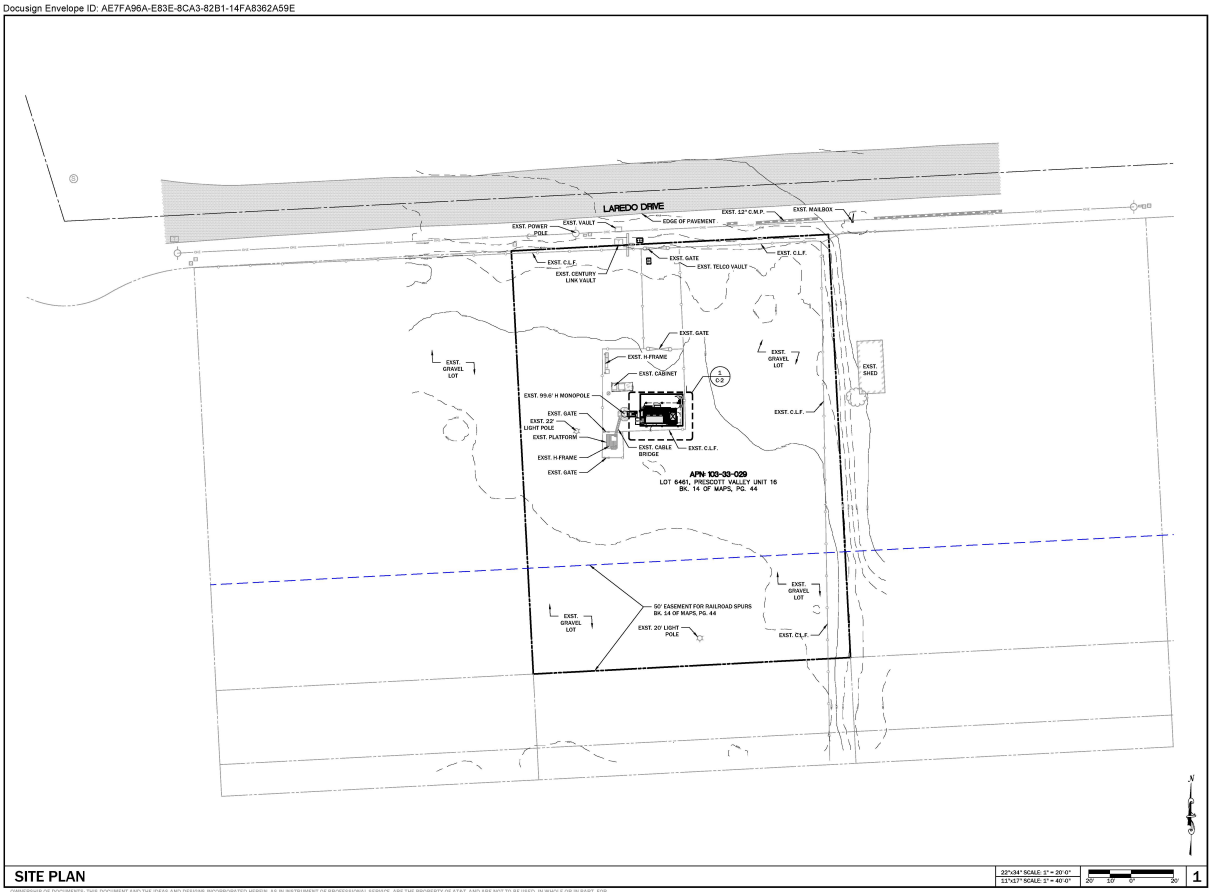
MICHAEL GRAY
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EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
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SHEET NO.:	SHEET NAME:
2 OF 2	LS-2

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SITE PLAN

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

20' 10' 0' 20'

1

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SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

Registered Professional Engineer (Civil)
CERTIFICATE NO.
51689
SAMUEL EDUARDO GONZALEZ
10/31/25
Date Signed
ARIZONA U.S.A.

EXPIRES: 12/31/2027

REV.	DATE	REVISION DESCRIPTION
0	10-31-25	ISSUE FOR PERMIT

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPECS. UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:

AZL02594
VB AZ-5473 VOLCANO
8475 E LAREDO DR
PRESCOTT VALLEY, AZ 85344
YAVAPAI COUNTY

FA: 15200595 USID: 502203

DRAWN BY:	CHECKED BY:
JR	SEG

SHEET TITLE: SITE PLAN

C-1

REV.: 0

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

SITE SUBLEASE

Volcano

THIS SITE SUBLEASE (this "**Sublease**") is dated for reference _____, 2026 (the "**Effective Date**"), and is entered into between Allynx Corporation, an Arizona corporation ("**Sublessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Sublessee**"). Sublessor and Sublessee shall each be referred to herein as a "**Party**" or collectively, as the "**Parties.**"

WHEREAS, Sublessor is the Lessee of that certain plot, parcel or tract of land, as described on Exhibit A together with all rights and privileges arising in connection therewith, located at 8475 E. Laredo Drive, Prescott Valley, Arizona 86314, and Sublessor desires to grant to Sublessee the right to use a portion of the Property in accordance with this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Sublease. Effective on the latter of the signatures of the Parties on this Sublease ("**Effective Date**"), Sublessor hereby subleases to Sublessee, for the Permitted Use described in Section 3 below, a portion of the **Property**, such portion being described on Exhibit B (the "**Premises**").

2. Term. The initial term of this Sublease shall be sixty (60) months ("**Initial Term**") commencing upon the Commencement Date (as defined herein). The Sublease shall commence on the earlier of the first day of the month after Sublessee commences construction of any portion of the Antenna Facilities, or (ii) on the first day of the month following the date that is Eighteen (18) months following the Effective Date, whichever occurs first ("**Commencement Date**"). In the event the date of commencing construction of the Antenna Facilities is determinative and such date falls between the 1st and 15th of the month, the Initial Term shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Initial Term shall commence on the 1st day of the following month. Sublessor and

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Sublessee agree that it shall give notice in writing the Commencement Date in the event the Commencement Date is based upon the date Sublessee commences installation of the Antenna Facilities on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required.

3. Permitted Use. The Premises are located adjacent to land subleased to Verizon Wireless (VAW) LLC ("**Verizon**") on which exists a tower structure ("**Tower**"). It is intended Sublessee will use the Premises in connection with the Tower. The Premises may be used by Sublessee for its construction, maintenance, repair and operation of a communications facility, the transmission and reception of communication signals and for construction, maintenance, repair or replacement of communications fixtures and related equipment, cables, accessories and improvements, which may include antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively "**Antenna Facilities**"). Sublessee recognizes and agrees that the Property is owned by the Town of Prescott Valley ("**Town**") and leased to Sublessor under that certain Antenna Site Lease effective as of the Effective Date (**"Allynx Lease"**) a true and accurate copy of which is attached hereto as Exhibit C. Nothing contained in this Sublease or the Allynx Lease shall restrict or prevent the Town from the full performance of all of its duties as a governmental entity. So long as Sublessee has obtained all applicable Governmental Approvals (as defined below) and is in compliance with same (including but not limited to the ordinances of the Town), Sublessee shall have the right, at its sole cost and expense, without the prior consent of the Town or Sublessor, to replace, repair, upgrade or otherwise modify the Antenna Facilities or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto. It is understood and agreed that Sublessee's ability to use the Premises is contingent upon its obtaining, after the Effective Date, all of the certificates, permits and other approvals that may be required by any Federal, State, County or Town authorities (collectively the **"Governmental Approvals"**), as well as satisfactory soil boring tests which will permit Sublessee's use of the Premises as set forth above. Sublessor, at no cost to Sublessor, shall reasonably cooperate with Sublessee in its effort to obtain such

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approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Sublessee. In the event that: (i) any application for Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Sublessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; (iii) Sublessee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Sublessee determines that any soil boring tests are unsatisfactory; (v) Sublessee determines that the Premises is no longer technically compatible for its use; (vi) Sublessee, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes; or (vii) Sublessee loses the ability to utilize the Tower, then Sublessee shall have the right to terminate this Sublease. Notice of Sublessee's exercise of its right to terminate ("**Termination Notice**") shall be given to Sublessor in writing by certified mail, return receipt requested, and shall be effective on the later of: (i) the last day of the third (3rd) month following the month of mailing of such notice by Sublessee; or (ii) the last day of such later month as designated by Sublessee in the Termination Notice ("**Termination Date**"). From and after the Termination Date, Sublessee's obligation to pay Rent under this Sublease shall terminate and the Parties shall have only those duties stated herein to survive termination.

It is expressly understood that this Sublease is subordinate to the Allynx Lease.

4. Consideration.

(a) For the duration of the Initial Term, Sublessee shall pay Sublessor as rent, the amount of One Thousand Four Hundred and No/100 Dollars ($1,400.00) per month (**"Rent"**). Rent shall be payable monthly in advance, on first day of each month and shall be delinquent on the sixth day of each month, to Sublessor at Sublessor's address specified below; provided that the initial Rent payment commencing on the Commencement Date shall not actually be due to Sublessor from Sublessee until sixty (60) days after the Commencement Date. For the purpose of this Sublease, all references to **"month"** shall be deemed to refer to a calendar month.

(b) Within sixty (60) days after the full execution of this Sublease by both Parties, Sublessee shall pay to Sublessor for the payment by Sublessor to the Town, the sum of Fifteen Thousand and No/100 Dollars ($15,000.00).

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(c) As a condition precedent to any payments due under this Sublease, Sublessor agrees to provide Sublessee with a completed IRS Form W-9, or its equivalent, upon execution of this Sublease and at such other times as may be reasonably requested by Sublessee, including any change in Sublessor's name or address.

5. Renewal.

(a) The Term of this Sublease shall automatically renew for six (6) additional five (5) year terms (each a **"Renewal Term"**) unless Sublessee notifies Sublessor, in writing, of Sublessee's intention not to renew this Sublease, at least six (6) months prior to the expiration of the Initial Term or the current Renewal Term. Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent in each Renewal Term shall be one hundred fifteen percent (115%) of the Rent payable with respect to the immediately preceding five (5) year term. The Initial Term and each Renewal Term shall be collectively referred to as the "**Term.**"

(b) If Sublessee shall remain in possession of the Premises at the expiration or earlier termination of this Sublease, such possession shall be deemed a month-to-month tenancy ("**Holdover Tenancy**") on the same terms and conditions of this Sublease. Either Party may terminate the Holdover Tenancy by giving thirty (30) days prior written notice to the other, in which case the Holdover Tenancy shall thereupon terminate on the last day of the month following the month in which the notice is given. Rent for each month of the Holdover Tenancy shall be one hundred twenty-five percent (125%) of Rent payable in the last month of the Term.

6. Interference. Subject to Sublessee's right to use the Premises as set forth in this Sublease, Sublessee shall not otherwise use or affirmatively allow the use of the Premises in any way which materially interferes with the existing use of the Property by Sublessor, the Town or any existing lessees or licensees of Sublessor or the Town as of the Effective Date. Sublessee recognizes and agrees the Town intends to use the property immediately surrounding the Premises for its municipal purposes and Sublessee assumes the risks which relate to or may arise from such use, regardless of whether foreseeable. Except as provided in the immediately preceding sentence and this Sublease, the Town or Sublessor shall not use, nor shall the Town or

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Sublessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which materially adversely interferes with Sublessee's use of the Premises. In the event any such interference does not cease within forty-eight (48) hours after written notice to Sublessor, the Parties acknowledge that continuing interference is an event of default which may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, (i) to bring a court action to enjoin such interference, or (ii) to terminate this Sublease immediately upon written notice to Sublessor.

7. Improvements; Utilities; Access.

(a) Sublessee shall cause all construction and activities on the Premises or the Property to occur lien-free and in compliance with all applicable laws and ordinances. Except for the Antenna Facilities and any utility facilities installed by Sublessee or a servicing utility company located within the Utilities Right of Way described on Exhibit B, all improvements on the Property shall remain the exclusive property of the Town subject to this Sublease. Sublessee shall have the right to remove the Antenna Facilities and all improvements constructed or installed by Sublessee at any time during this Sublease. Sublessee shall remove the Antenna Facilities, no later than ninety (90) days after termination of this Sublease. Any personal property remaining on or about the Premises after such ninety (90) day period shall be deemed abandoned by Sublessee and may be disposed of by Sublessor without restriction, subject to the provisions of this Sublease for prior perfected purchase money security interests, and provided that Sublessee shall reimburse and the Sublessor and the Town from any cost or expense of removing or disposing of such items. Notwithstanding anything to the contrary contained in this Sublease, Sublessee shall have no obligation to remove or pay for the removal of any foundations more than three feet (3') below grade or underground utilities. The provisions of this Sub-Section shall survive termination of this Sublease.

(b) Sublessee, at its expense, shall repair and restore to their original condition, with the same kind and quality materials and even with the original grade and surfaces (reasonable wear and tear and damage from the elements excepted), damage to the Premises or the Property

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caused by Sublessee in the installation, maintenance, use or removal of its Antenna Facilities. The provisions of this Sub-Section shall survive termination of this Sublease.

(c) Sublessee shall install, maintain and repair a locked fence and gate at the location shown on Exhibit B which shall prevent access by persons, including but not limited to toddlers and unsupervised children; provided, Sublessor shall have reasonable access to the Premises for the purpose of maintaining, repairing and securing its operations and facilities of which the Premises is a part under the following conditions: (i) the Sublessor shall provide forty-eight (48) hours prior written notice prior to any proposed access to the Premises; (ii) Sublessee shall have the right to have a representative present for any access to the Premises; (iii) neither the Town nor Sublessor shall be permitted to touch, tamper with or alter any of the Antenna Facilities; (iv) Sublessor and/or Town, as the case may be, shall be responsible for any damage caused to the Antenna Facilities resulting from any access to the Premises by the Town or Sublessor; and (v) any access by the Town or Sublessor shall not materially interfere with Sublessee's operations. Notwithstanding the foregoing, in the case of an emergency (which, as used herein, is an imminent and immediate threat to the public's safety and welfare), subsections (i), (ii) and (iii) may not apply. Sublessor acknowledges and agrees on behalf of itself and Town that Sublessee provides emergency communications services for first responders, and therefore Sublessor shall use best efforts not to allow or cause any interference with or disruption to Sublessee's use and operation of the Antenna Facilities.

(d) Sublessee shall, at Sublessee's expense, keep and maintain the Antenna Facilities now or hereafter located on the Premises in commercially reasonable condition and repair during the Term of this Sublease, normal wear and tear and damage by the elements excepted. Sublessee shall not install any of the Antenna Facilities on the Premises until all required Governmental Approvals are obtained. Sublessor will maintain and repair the Property and access thereto, and all areas of the Premises where Sublessee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

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(e) Sublessee shall have the right, subject to and in accordance with required Governmental Approvals, to install utilities, at Sublessee's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators) in accordance with plans and specifications approved by Sublessor and the Town in writing in advance, which approval shall not be unreasonably withheld, delayed or conditioned; provided that all plans and specifications attached to this Sublease at Exhibit B and Exhibit D are deemed approved by Sublessor and Town. Sublessor hereby grants Sublessee and/or the servicing utility company use of the Utilities Right of Way, until termination, subject to and in accordance with required Governmental Approvals, to place electric, fiber, and telephone utilities to the Antenna Facilities, and to install necessary conduit and sleeving from the electrical transformers and the fiber and telephone demarcation points to the point of connection within the Property, in order to service the Antenna Facilities. Sublessee shall install separate meters for utilities used by the Antenna Facilities; provided, however, Sublessee shall not interrupt or cause to be interrupted any existing utility service to the Property without the prior written consent of the Sublessor and the Town, which consent shall not be unreasonably conditioned, delayed or withheld.

(f) As partial consideration for Rent paid under this Sublease, Sublessor hereby grants Sublessee and Sublessee's agents, employees and contractors, the an easement for ingress, egress, and access from a public right of way to and from the Premises and Utilities Right of Way, by service road only and not through the pedestrian main gate, adequate to install, maintain and remove power, fiber and telephone service cables, conduit and ancillary equipment, and to service the Premises and the Antenna Facilities at all times during the Term (the "**Access Right of Way**"). Sublessee shall have 24-hours-a-day, 7-days-a-week access to Antenna Facilities during the Term, subject to reasonable security rules and procedures established by Sublessor or the Town from time to time. If Sublessee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Sublessor hereby grants Sublessee, or any UAS operator acting on Sublessee's behalf, express permission to fly over the

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applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

(g) Sublessee shall use only contractors, architects and engineers licensed in the State of Arizona in the category and class applicable to the work being performed, for installation of the Antenna Facilities.

(h) No portion of the Antenna Facilities which is visible from any point outside of the Property, shall be installed or its appearance modified without the prior written approval of Sublessor and the Town (which approval shall not be unreasonably conditioned, withheld or delayed beyond ten (10) days). After Sublessor's or Town's (i) failure to respond in writing to Sublessee's proposed Plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by Sublessee after comment from Sublessor in accordance with this Sub-Section, the plans will be deemed approved.

(i) Other than those required under applicable law, Sublessee shall not post any advertising or name identification on the Antenna Facilities and shall not advertise or promote its services at the Property.

8. Termination. Except as otherwise provided herein, this Sublease may be terminated as follows:

(a) By written notice to Sublessee if Sublessee fails to pay Rent within twenty (20) days after receipt of written notice to Sublessee that any payment of Rent is due and unpaid;

(b) By written notice to the defaulting Party if the defaulting Party fails to cure a material default within thirty (30) days after receipt of written notice by the non-defaulting Party specifying the material default and demanding cure or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period; or

(c) Immediately upon written notice if the Premises are destroyed or damaged so as in Sublessee's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the Parties shall cease at the option of Sublessee, and Sublessee shall be entitled to the reimbursement of any Rent prepaid by Sublessee. If Sublessee elects to continue this Sublease, then all Rent shall abate until fifteen

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(15) days after the Premises and/or Antenna Facilities are substantially restored to the condition existing immediately prior to such damage or destruction.

9. Taxes.

(a) Sublessee shall have the responsibility to pay any taxes, assessments, or charges attributable to and levied upon Sublessee's leasehold improvements on the Premises, and any sales tax which may arise from a transfer of any of the Antenna Facilities. Notwithstanding the foregoing, Sublessee shall not have the obligation to pay any tax, assessment, or charge that Sublessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Sublessee liable for any portion of Sublessor's income or rental taxes in connection with any rents Sublessor receives, and the Premises, the Property and otherwise. Except as set forth in this Paragraph, Sublessor shall have the responsibility to pay all personal property and real estate taxes, assessments, and charges owed on its leasehold and/or ownership interests in the Property, the Premises, and improvements thereon, and shall do so prior to the imposition of any lien on the Property.

(b) Sublessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Sublessee is wholly or partly responsible for payment. Sublessor shall reasonably cooperate with Sublessee at Sublessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Sublessee, there is a reduction, credit or repayment received by the Sublessor for any taxes previously paid by Sublessee, Sublessor agrees to promptly reimburse to Sublessee the amount of said reduction, credit or repayment. In the event that Sublessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Sublessor will pursue such dispute at Sublessee's sole cost and expense upon written request of Sublessee.

(c) In the event Sublessor receives a notice of assessment with respect to which taxes or assessments are imposed on Sublessee's leasehold improvements on the Premises, Sublessor

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shall provide Sublessee with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Sublessor does not provide such notice or notices to Sublessee in a timely manner and Sublessee's rights with respect to such taxes are prejudiced by the delay, Sublessor shall reimburse Sublessee for any increased costs directly resulting from the delay. If Sublessor provides a notice of assessment to Sublessee within such time period and requests reimbursement from Sublessee as set forth below, then Sublessee shall reimburse Sublessor for the tax or assessments identified on the notice of assessment on Sublessee's leasehold improvements, which has been paid by Sublessor. If Sublessor seeks reimbursement from Sublessee, Sublessor shall, no later than thirty (30) days after Sublessor's payment of the taxes or assessments for the assessed tax year, provide Sublessee with written notice including evidence that Sublessor has timely paid same, and Sublessor shall provide to Sublessee any other documentation reasonably requested by Sublessee to allow Sublessee to evaluate the payment and to reimburse Sublessor.

(d) Sublessee shall have the right but not the obligation to pay any taxes due by Sublessor hereunder if Sublessor fails to timely do so, in addition to any other rights or remedies of Sublessee. In the event that Sublessee exercises its rights under this Section 21(e) due to such Sublessor default, Sublessee shall have the right to deduct such tax amounts paid from any monies due to Sublessor from Sublessee.

10. Insurance and Subrogation.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Antenna Facilities or to the Premises, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter in effect. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

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(b) Sublessee agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of $2,000,000 per occurrence and in the aggregate based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Sublessee agrees it will include the Town and Sublessor as an additional insured as their interest may appear under the Allynx Lease or this Sublease. Such additional insured coverage: (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Sublessee, its employees, agents or independent contractors; (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Sublessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Sublessor, its employees, agents or independent contractors; and (iii) shall not exceed Sublessee's indemnification obligation under this Agreement, if any.

(c) Notwithstanding the foregoing, Sublessee shall have the right to self-insure the coverage required in Sub-Section (b). In the event Sublessee elects to self-insure its obligation to include Sublessor as an additional insured, the following provisions shall apply (in addition to those set forth in Sub-Section (b)): (i) Sublessor shall promptly and no later than thirty (30) days after notice thereof provide Sublessee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Sublessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Sublessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Sublessee; and (iii) Sublessor shall fully cooperate with Sublessee in the defense of the claim, demand, lawsuit, or the like.

11. Hold Harmless Each Party shall indemnify and hold the other harmless against any third-party claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The provisions of this Section shall survive expiration or earlier termination of this Sublease.

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12. Notices. All notices, requests, demands and other communications required hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Sublessee, to:

For Notices of Default to Sublessee:
(a) To Sublessee's Lease Administration Department by email at NoticeIntake@att.com; and
(b) To Sublessee's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: AZL02594;
Cell Site Name: Volcano Prescott (AZ)
Fixed Asset #: 15521594
208 S. Akard Street
Dallas, TX 75202-4206

If to Sublessor, to:

Allynx Corporation
Attn: Richard Q. Nye
7025 N 47th St
Paradise Valley, AZ 85253
Phone: (602) 602-757-1113
Email: nye@allynxcorp.com

With a copy to:

Town of Prescott Valley
Attn: Town Manager
7501 E Skoog Boulevard
Prescott Valley, AZ 86314
Phone: (520) 759-3100
Fax: (520) 759-3125

13. Quiet Enjoyment, Title and Authority.

(a) Sublessor covenants and warrants to Sublessee that: (i) Sublessor has full right, power and authority to execute this Sublease, to sublease the Premises to Sublessee, and to grant Sublessee use of the Access Right of Way and the Utilities Right of Way; (ii) Sublessor has good and unencumbered leasehold interest to the Premises free and clear of any liens or mortgages, except those disclosed to Sublessee in writing herein, if any, which will not interfere with Sublessee's rights to or use of the Premises; and (iii) execution and performance of this Sublease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Sublessor. If Sublessor's leasehold interest in the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then

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Sublessor will provide promptly to Sublessee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Sublessor and the holder of such security interest.

(b) Except as otherwise provided herein, Sublessor covenants that at all times during the Term, Sublessee is hereby granted sole, actual, quiet and peaceful use, possession and enjoyment of the Premises, without hindrance or ejection by any persons lawfully claiming under Sublessor or Town, and no part thereof shall be disturbed as long as this Sublease has not been terminated, all in accordance with the terms of this Sublease.

(c) Sublessee covenants and warrants that prior to the date it commences operation of the Antenna Facilities it will hold and will continue to hold during the Term of this Sublease, all Governmental Approvals necessary to operate the Antenna Facilities.

14. Environmental Laws. Sublessor warrants and agrees that neither Sublessor nor, to Sublessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Sublessor's leased space at the Property in violation of any law or regulation. Sublessor and Sublessee each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any law or regulation. Sublessor and Sublessee each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. **"Hazardous Material"** shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos). In the event Sublessee becomes aware of any Hazardous Materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Sublessee's sole determination, renders the condition of the Premises or Property unsuitable for Sublessee's use, or if Sublessee believes that the leasing or continued leasing of the Premises would expose Sublessee to undue risks of liability to a government agency or other third party, then Sublessee will have the right, in

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addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Sublessor.

15. Assignment and Sub-Subleasing.

(a) Sublessee shall have the right to assign this Sublease, in whole or in part (including any rights to renew), to (i) Sublessee's Affiliates (as defined below), (ii) any entity with a net worth of at least Twenty Million and No/100 Dollars ($20,000,000), (iii) any entity that acquires all or substantially all of the Sublessee's assets in the market as defined by the Federal Communications Commission in which the Property is located, or (iv) an entity whose primary business is managing and maintaining wireless communications towers, on the same terms and conditions hereof. As used herein, **"Sublessee's Affiliates"** means any person or entity which controls, is controlled by, or is under common control with, Sublessee, or any corporation or entity which results from a merger or consolidation with Sublessee or with any entity that controls Sublessee. No transfer or assignment of the stock of Sublessee, or any controlling interest in Sublessee, whether by sale, merger, exchange or other means, shall constitute an assignment of this Sublease.

(b) Sublessee may, upon notice to Sublessor, mortgage or grant a security interest in this Sublease and/or the Antenna Facilities, and may assign this Sublease and Sublessee's interest in the Antenna Facilities to any mortgagees, deed of trust lenders or beneficiaries, or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as **"Mortgagees"** and individually as **"Mortgagee"**), provided such Mortgagees agree in writing, delivered to Sublessor, to be bound by the terms and provisions of this Sublease. In such event, Sublessor shall execute such reasonable consent to leasehold financing as may reasonably be required by Mortgagees. The consent may include an agreement by Sublessor to notify Sublessee and Sublessee's Mortgagees simultaneously of any default by Sublessee and to give Mortgagees the same right to cure any default as Sublessee or to remove any property of Sublessee or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Sublease. All such notices to Mortgagees shall be sent to Mortgagees at the address

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specified by Sublessee upon entering into a financing agreement. Failure by Sublessor to give Mortgagees such notice shall not diminish Sublessor's rights against Sublessee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Sublessee or Mortgagees located on the Premises, as provided in this Sublease.

(c) Except as provided in this Section 15, Sublessee shall not assign, transfer, or encumber its interest in this Sublease without the prior written consent of Sublessor and the Town, which consent shall not be unreasonably withheld, delayed or conditioned. Any transfer in violation of this Sub-Section shall be void. Upon notification to Sublessor of an assignment, transfer or sale permitted by this Section 15, Sublessee will be relieved of all future performance, liabilities and obligations under this Sublease to the extent of such assignment.

(d) Sublessee shall not allow a third-party's use of the Premises for collocation, as defined by the FCC, whether it be by formal sublease, license or other agreement without the prior written consent of Sublessor for which consent Sublessor may require additional Rent, not to exceed the Rent then payable under this Sublease. All rights and responsibilities of Sublessee set forth in this Sublease shall be enjoyed by and be binding on any co-locator. Notwithstanding anything to the contrary herein, Sublessee may sublet all or any portion of the Premises in the event of a public emergency and/or for safety systems purposes (i.e. police, ambulance, and/or fire), that may be required or ordered by any governmental authority having jurisdiction over Sublessee and/or the Property. Notwithstanding anything to the contrary contained herein, Sublessor acknowledges that Sublessee has been selected to build, operate, maintain and manage the nationwide broadband network dedicated for use by police, firefighters, emergency medical services and other first responders known as "FirstNet." As such, Sublessee may use the Premises for FirstNet purposes, without the same being considered an assignment or subletting or otherwise being in violation of this Agreement.

16. Successors and Assigns. This Sublease and any easements and rights of way granted herein shall run with Sublessor's leasehold interest, and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives and assigns.

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17. Waiver of Sublessor's Lien. Sublessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Sublease, regardless of whether or not the same is deemed real or personal property under applicable laws.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be awarded its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each Party agrees to furnish to the other, within twenty (20) business days after receipt of written request from the other or from the Town, such truthful estoppel information as may reasonably be requested.

(c) This Sublease constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Sublease must be in writing and executed by both Parties.

(d) If either Party is represented by a real estate broker in this transaction, that Party shall be fully responsible for any fee due such broker and shall hold the other Party harmless from any claims for commission by such broker.

(e) Each Party agrees to cooperate with the other in executing any documents (including the Memorandum of Sublease shown in Exhibit C attached hereto) necessary to give notice of this Sublease and give effect to the provisions of this Sublease. The Memorandum of Sublease may be recorded in place of this Sublease, by either Party; this Sublease shall not be recorded.

(f) This Sublease shall be construed in accordance with the laws of the State of Arizona and venue for any court action or dispute resolution shall be in Yavapai County, Arizona. Sublessor and Sublessee hereby consent to personal jurisdiction of courts with jurisdiction over Yavapai County, Arizona.

(g) If any term of this Sublease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Sublease, which shall continue in full force and effect. The

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Parties intend that the provisions of this Sublease be enforced to the fullest extent permitted by applicable law. Accordingly, the Parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) Sublessor and Sublessee each represent to the other that each of the parties executing this Sublease on behalf of Sublessor or Sublessee is authorized to do so by requisite action of their respective company.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Sublessee and Sublessor.

(j) AS IS WITH ALL CONDITIONS AND FAULTS. Sublessee acknowledges and agrees the Premises was previously used by a user who constructed improvements on and connecting to the Premises. Neither Sublessor nor the Town is knowledgeable or has assessed any such improvements or changes made to the Premises by any prior user. SUBLESSEE AGREES IT WILL FULLY INVESTIGATE AND EVALUATE THE CONDITION OF THE PREMISES IN ALL REGARDS AND ACCEPTS THE PREMISES AND ANY CONNECTING IMPROVEMENTS AS IS, WHERE IS, WITH ALL CONDITIONS, AND FAULTS, KNOW AND UNKNOWN, WHETHER SAME COULD BE DISCOVERED AND HEREBY RELEASES AND DISCHARGES SUBLESSOR AND THE TOWN, THEIR OFFICERS AND EMPLOYEES, FROM ANY DUTY OR LIABILITY ARISING THEREFROM OR WITH RESPECT THERETO.

(k) Solely due to the exercise of its governmental and quasi-governmental duties, the Town may, in the event of an emergency (as defined in Section 7(c)), limit or restrict access to the Property to the extent necessary.

(l) the Town has the statutory right to terminate contracts for use of its real property, including the Allynx Lease. In the event the Town elects to terminate the Allynx Lease, but allow Sublessee's continued use of the Antenna Facilities on the Property, then commencing on the day the Allynx Lease is terminated Sublessor shall be released from this Sublease and Sublessee shall attorn to the Town as its landlord hereunder, and have such rights as mutually

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agreed to by the Town and Sublessee if different than those under this Sublease. If Sublessor's interest in the Allynx Lease is terminated prior to the expiration of the Term of this Sublease due to a default by Sublessor thereunder, when Sublessee is not then in default hereunder, the Town shall recognize Sublessee as its direct Sublessee according to all of the terms and conditions of this Sublease, for the balance of the Term of this Sublease and any extension thereof, as if the Town were the Sublessor under this Sublease. Sublessee will attorn to the Town as its Sublessor, immediately upon the termination of Sublessor's interest in the Allynx Lease; provided, however, that Sublessee will not be obligated to pay any Rent to the Town until Sublessee receives all of the following documentation:

i. Written notice from the Town that the Allynx Lease has been terminated, Town has elected not to terminate the Sublease, and Town is succeeding to all of Sublessor's rights and obligations under the Sublease;

ii. New IRS Form W-9 from Town, if applicable;

iii. Completed and signed AT&T Payment Direction Form; and

iv. Full contact and notice information for Town, including phone numbers, if different from those set forth in Section 12.

Sublessee's possession shall not be disturbed by the Town or anyone claiming by or through the Town so long as Sublessee is not in default under this Sublease.

(m) If Sublessor fails to perform any of its obligations under the Allynx Lease, the Town will give written notice of the failure to Sublessee at the same time notice is given to Sublessor.

(n) Sublessee acknowledges and agrees Sublessor may sublease other parts of the Property (excluding the Premises) for other uses, including telecommunication uses, provided such other users and uses do not interfere with the rights and Permitted Use granted Sublessee hereunder. Sublessee shall provide all technical information regarding their Antenna Facilities to Sublessor, and Sublessor, upon consultation with Sublessee shall determine the suitability of and additional telecommunication users that may be permitted to locate in the vicinity of Sublessee's Antenna Facilities. Any future sublease of the Property shall contain substantially the following provision: "Sublessee acknowledges there are existing uses of the Property which may be

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affected by Sublessee's intended use of the Property. Sublessee shall not interfere with the uses permitted to other users of the Property at the Effective Date of this Sublease."

(o) Condemnation. In the event of any exercise of eminent domain or condemnation with respect to any of the Premises, Sublessor shall be entitled to receive the total award paid or payable as a result of such taking attributable to the value of the portion of the Premises or the Property so taken. Notwithstanding the foregoing, Sublessee shall be entitled to any separate award paid or payable to Sublessee that is attributable to (a) the value of any of Sublessee's Antenna Facilities, (b) the value to Sublessee of the unexpired Sublease Term, if separate from the value of the Sublease to Sublessor, or (c) to moving expenses Sublessee incurred as a result of such taking, or any combination of thereof.

(p) No Joint Venture. By executing this Sublease the Parties are not establishing any joint undertaking, joint venture or partnership. Each Party shall be deemed to act solely for its own account.

(q) Compliance with Laws. Sublessor represents and warrants that, as of the Effective Date, the Property complies with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, local and other governmental or quasi-governmental authorities having jurisdiction over the Property (collectively, **"Laws"**).

(r) Town Contact. For purposes of contacting a responsible party with respect to maintenance, repair and service issues for the Property, Sublessee may contact the following person:

Public Works Director, Town of Prescott Valley,
or person serving in that capacity,
(928) 759-3071.

(s) Cooperation. Sublessor and Sublessee hereby agree to cooperate with regard to any reasonable requests made subsequent to execution of this Sublease to correct any clerical errors contained in this Sublease and to provide any and all additional documentation deemed necessary to effectuate the transaction contemplated by this Sublease.

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(t) Allynx Lease. Notwithstanding anything to the contrary contained in this Sublease, Sublessor will indemnify Sublessee against any loss, liability, and expenses (including reasonable attorneys' fees and costs) arising out of any default under the Allynx Lease caused by Sublessor. Sublessor represents, warrants, and agrees to Sublessee that: (1) pursuant to the terms of the Allynx Lease, a complete copy of which is attached hereto as Exhibit E, Sublessor has the right to grant Sublessee use of the Premises, Access Right of Way, and Utilities Right of Way, as permitted in this Sublease; (2) as of the Effective Date, the Allynx Lease is in full force and effect and unmodified; (3) to the best of Sublessor's knowledge, neither Town nor Sublessor is, or with the giving of notice, or the passage of time (or both), will be in default under any of the terms or conditions of the Allynx Lease; (4) during the Term, Sublessor will not terminate, materially modify, amend or assign the Allynx Lease in a manner which adversely affects the rights or obligations of Sublessee without the prior written consent of Sublessee; (5) during the Term, Sublessee shall not be responsible for any cost or expense under the Allynx Lease unless expressly set forth in this Sublease with specific reference to the applicable section of the Allynx Lease; and (6) Sublessor shall timely perform and comply with all the terms and conditions of the Allynx Lease, and not do anything or permit anything that would result in a default under or cause the Allynx Lease to be terminated early. Within thirty (30) days after the Effective Date, Sublessor agrees to provide Sublessee a consent, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit F executed by Sublessor and Town.

(u) Limitation of Liability. Except for indemnification pursuant to Paragraphs 11 and 14, neither Party shall be liable to the other, or any of their respective agents, representatives, employees, or contractors for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

(v) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (1) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (2) use of the term "including" will be

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interpreted to mean "including but not limited to"; (3) whenever a Party's consent is required under this Sublease, except as otherwise stated in this Sublease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (4) exhibits are an integral part of this Sublease and are incorporated by reference into this Sublease; (5) use of the terms "termination" or "expiration" are interchangeable; (6) reference to a default will take into consideration any applicable notice, grace and cure periods; and (7) the singular use of words includes the plural where appropriate.

(w) **WAIVER OF JURY TRIAL**. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE OR THE TRANSACTIONS IT CONTEMPLATES.

(x) All charges payable under this Sublease such as taxes shall be billed by Sublessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Sublessor, and shall not be payable by Sublessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Sublessor. The provisions of this subsection shall survive the termination of this Sublease.

[SIGNATURES APPEAR ON NEXT PAGE]

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EXECUTED as of the later of the dates set forth below.

SUBLESSOR: Allynx Corporation, an Arizona corporation

By: _____

Its: _____

DATE: _____

FID/SS#: _____

SUBLESSEE:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: DocuSigned by: Misty Snowden
CB043DC38081468...

Name: Misty Snowden

Its: ASSOC DIRECTOR-NETWORK DESIGN ENG

Date: 9/30/2026

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT A

Legal Description of the Property

APN: 103-33-29
A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1, 2064.51 FEET;

THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF SHERRIL DRIVE, 688.10 FEET;

THENCE NORTH 87° 01' 06" EAST, ALONG THE CENTERLINE OF LAREDO DRIVE, 210.00 FEET;

THENCE SOUTH 02° 58' 54" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90° 00' 00" EAST, 10.29 FEET;

THENCE SOUTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" WEST, 20.00 FEET;

THENCE NORTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" EAST, 9.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 300 SQUARE FEET.

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ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1, 2064.51 FEET;

THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF SHERRIL DRIVE, 688.10 FEET;

THENCE NORTH 87° 01' 06" EAST, ALONG THE CENTERLINE OF LAREDO DRIVE, 210.00 FEET;

THENCE SOUTH 02° 58' 54" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF TERMINUS.

CONTAINS 854 SQUARE FEET.

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EXHIBIT B

[See Attached Premises Depiction]

Docusign Envelope ID: AE7FABAA-E93E-6CA3-9251-F4FA87A5D5

LESSOR'S LEGAL DESCRIPTION

LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO THE PLAT OF RECORD ON FILE IN THE OFFICE OF THE COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA IN BOOK 14 OF MAPS, PAGE 44.

EXCEPTING THEREFROM ALL THE GAS, OIL, MINERALS AND PETROLEUM AS RESERVED IN VARIOUS INSTRUMENTS OF RECORD.

NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AS DEFINED BY THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS AND IS NOT INTENDED TO VERIFY OWNERSHIP. ALL MEASUREMENTS SHOWN HEREON ARE RECORD, CALCULATED OR MEASURED.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SITE BENCHMARK

ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

BASIS OF BEARING

THE NORTH LINE OF LOT 6465 THROUGH LOT 6478 AS MEASURED BETWEEN FOUND MONUMENTS BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

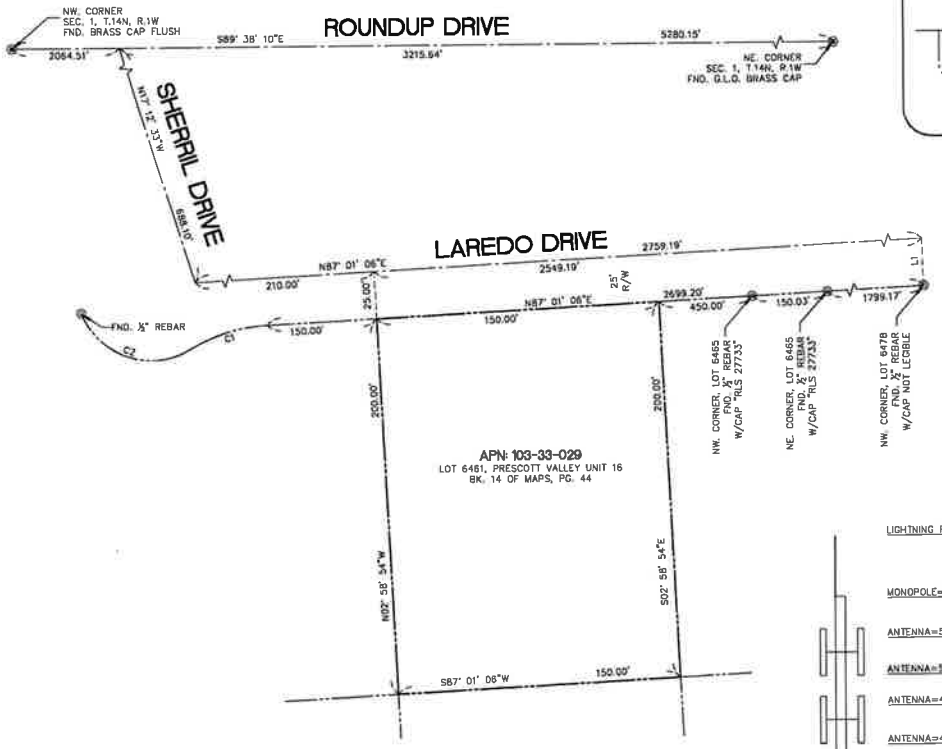
BEARING=N87° 01' 06"E

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 04/16/2025.

FLOODZONE

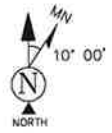
THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE 'X' AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04025C1714H, DATED AUGUST 24, 2021. ZONE 'X' IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.



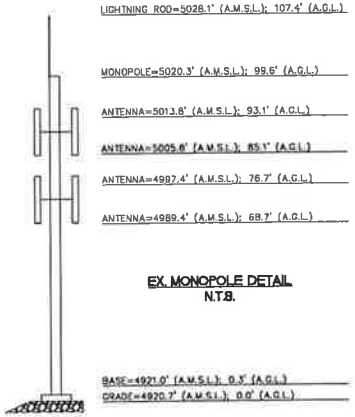


LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	S2° 58' 54"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.87'	87.50'	28°04'18"
C2	69.43'	40.00'	99°27'04"



BOUNDARY DETAIL
SCALE: 1" = 30'



EX. MONOPOLE DETAIL
N.T.S.

CENTER OF GEODETIC COORDINATES

EXISTING 99.6' MONOPOLE LOCATION
LATITUDE: 34° 37' 36.542" (34.62681172°) NORTH (NAD83)
LONGITUDE: 112° 18' 57.447" (112.3159575°) WEST (NAD83)
ELEVATION @ GRADE = 4920.7' (NAVD88)

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

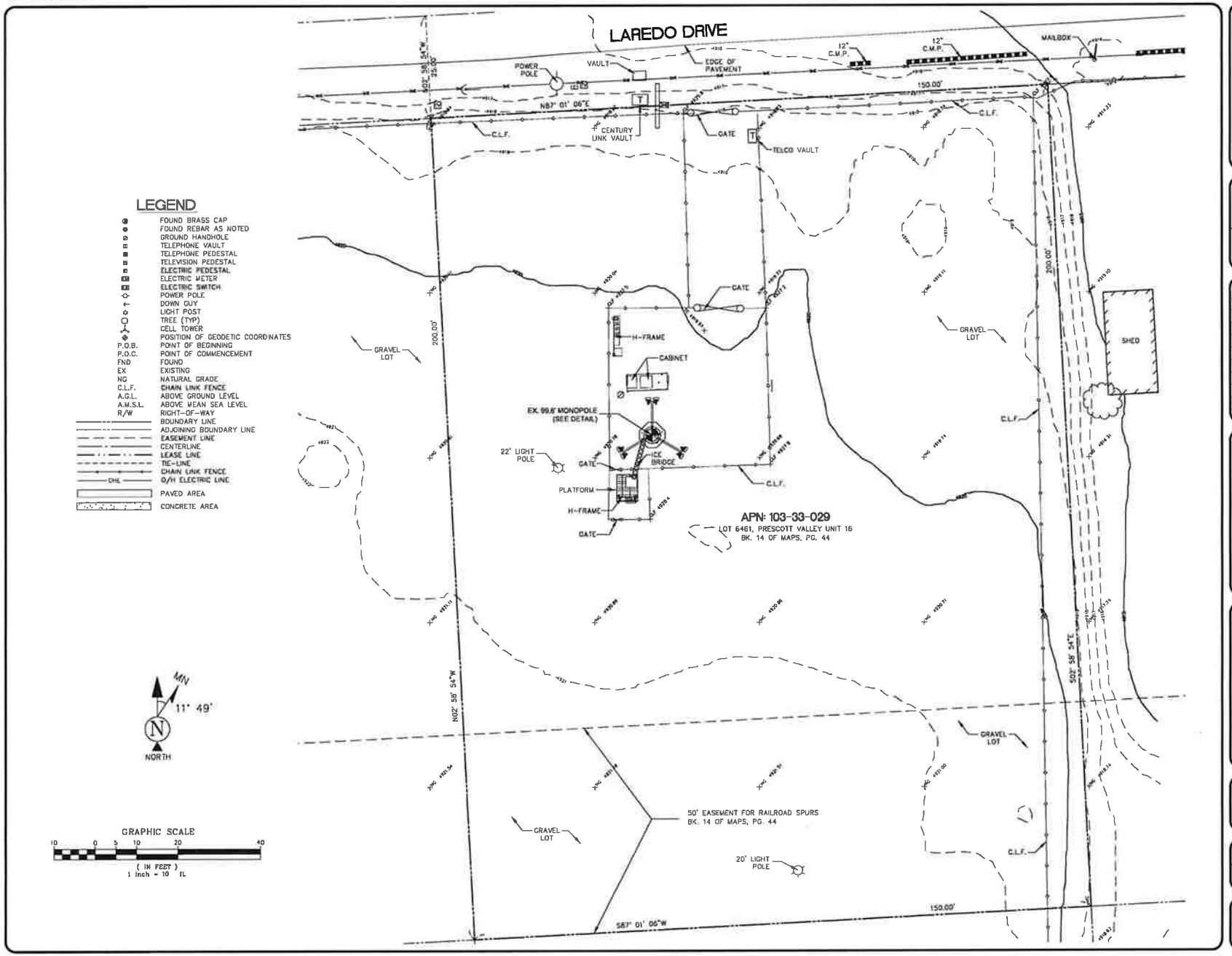
TERRAMARK
LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-153
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1762
www.terramarksurveying.com



SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203056	MG	MG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1



LEGEND

●	FOUND BRASS CAP
●	FOUND REBAR AS NOTED
⊙	GROUND HANDHOLE
▣	TELEPHONE VAULT
■	TELEPHONE PEDESTAL
▣	TELEVISION PEDESTAL
■	ELECTRIC PEDESTAL
⊠	ELECTRIC METER
⊡	ELECTRIC SWITCH
○	POWER POLE
←	DOWN GUY
○	LIGHT POST
○	TREE (TYP)
⅄	CELL TOWER
◈	POSITION OF GEODETIC COORDINATES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
C.L.F.	CHAIN LINK FENCE
A.G.L.	ABOVE GROUND LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
R/W	RIGHT-OF-WAY
	BOUNDARY LINE
	ADJOINING BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
	LEASE LINE
	TIE-LINE
	CHAIN LINK FENCE
O/HE	O/H ELECTRIC LINE
	PAVED AREA
	CONCRETE AREA

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10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

TERRAMARK
LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P: 480-440-1748
F: 623-777-1182
www.terramarksurveying.com

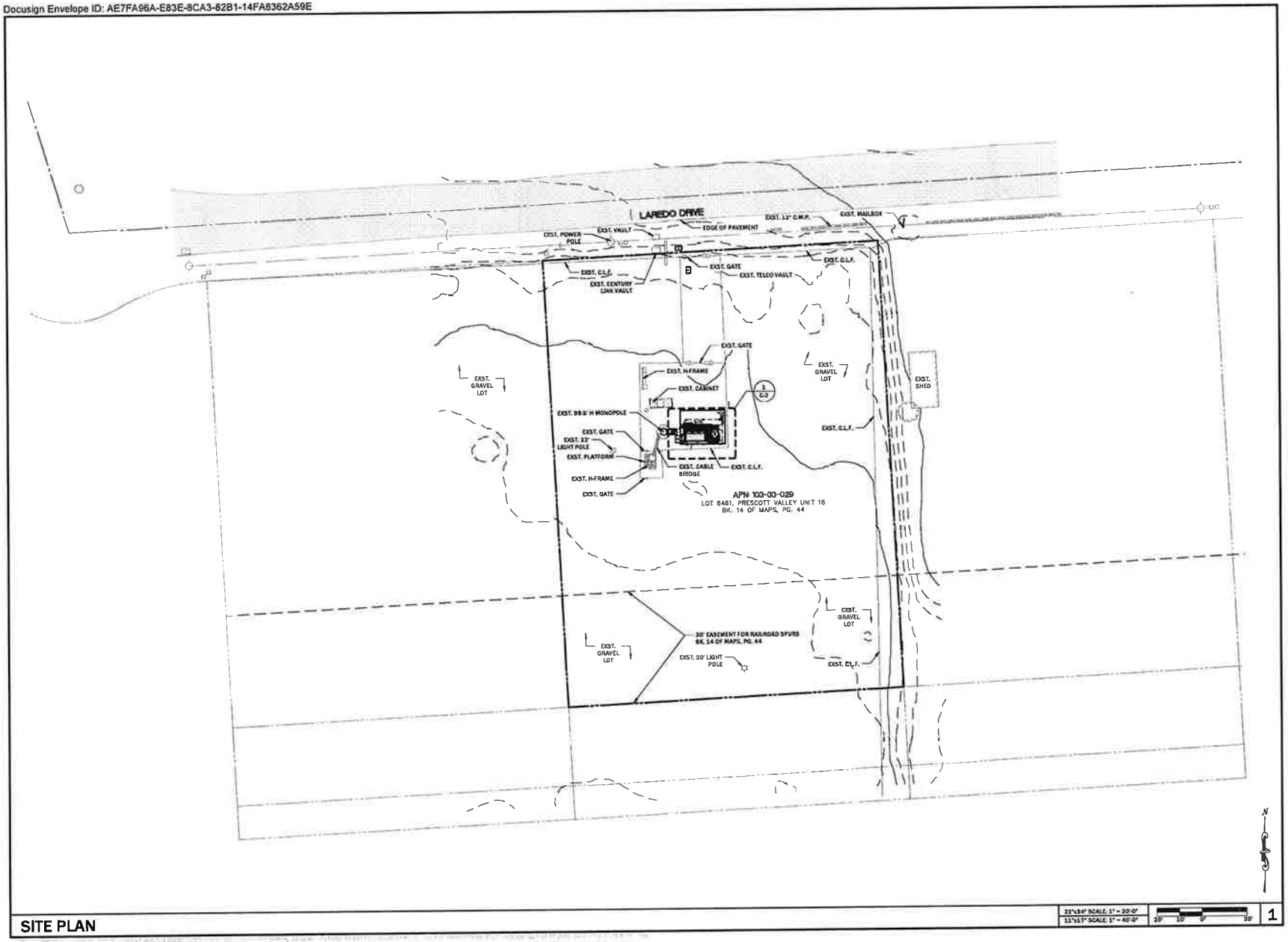
EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203056	MG	MG

SHEET NO.:	SHEET NAME:
2 OF 2	LS-2

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E



SITE PLAN

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

1

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

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10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

Registered Professional Engineer (Civil)
CERTIFICATE NO
51689
SAMUEL EDUARDO
GONZALEZ
Date Signed
10/31/25
ARIZONA, U.S.A.

EXPIRES: 12/31/2027

REV.	DATE	REVISION DESCRIPTION
0	10-31-25	ISSUE FOR PERMIT

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE. THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:

AZL02594
VB AZ-5473 VOLCANO
8475 E LAREDO DR
PRESCOTT VALLEY, AZ 85344
YAVAPAI COUNTY

FA: 15200595 USID: 502203

DRAWN BY: JR
CHECKED BY: SEG

SHEET TITLE: SITE PLAN

C-1

REV: 0

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT C

Memorandum of Sublease

After recording, please return to:

Richard Q. Nye
7025 N 47th St
Paradise Valley, AZ 85253

Market: Arizona
Site Number: AZL01779
Site Name: Pronghorn Park

MEMORANDUM OF SUBLEASE

This Memorandum of Sublease (**"Memorandum"**) gives notice of that certain Site Sublease (**"Sublease"**) by and between Allynx Corporation, an Arizona corporation (**"Sublessor"**), whose mailing address is 7025 N 47th St, Paradise Valley, AZ 85253 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, (**"Sublessee"**) whose mailing address is 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319.

Date of Sublease:

Description of Property" See Exhibit "A" attached hereto.

Demised Premises: See Exhibit "A" attached hereto.

Initial Term: Five (5) years commencing not later than [INSERT]

Renewal Terms: Six (6) additional five-(5) year periods after the expiration of the Initial term of the Sublease.

The purpose of this Memorandum is to give record notice of the Sublease and of the rights created thereby, all of which are hereby confirmed and incorporated herein.

NOW, THEREFORE, Sublessor, in consideration of the rents and covenants provided for in the Sublease to be paid and performed by Sublessee, does hereby demise, convey, grant and let unto Sublessee the Premises upon the terms and subject to the conditions set forth in the Sublease, a copy of which is being held by Sublessor at its address stated above.

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXECUTED as of the later of the dates below, as set forth in the respective acknowledgments of the Parties hereto.

SUBLESSOR: Allynx Corporation, an Arizona corporation

By: __Richard Q. Nye_____

Its: ___President_____

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this _____ day of _____, 20____, before me personally appeared Richard Q. Nye, who identified himself as President of Allynx Corporation, an Arizona corporation, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed on behalf of said Allynx Corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires:
_____

_____
NOTARY PUBLIC

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

SUBLESSEE:

New Cingular Wireless PCS, LLC, a Delaware limited liability company,

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared_____ _____, who identified himself as _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed on behalf of the Sublessee for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires:
_____

_____
NOTARY PUBLIC

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT A to MEMORANDUM OF SUBLEASE

Legal Description of Property

LEASE AREA LEGAL DESCRIPTION
A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1, 2064.51 FEET;

THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF SHERRIL DRIVE, 688.10 FEET;

THENCE NORTH 87° 01' 06" EAST, ALONG THE CENTERLINE OF LAREDO DRIVE, 210.00 FEET;

THENCE SOUTH 02° 58' 54" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90° 00' 00" EAST, 10.29 FEET;

THENCE SOUTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" WEST, 20.00 FEET;

THENCE NORTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" EAST, 9.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 300 SQUARE FEET.

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1, 2064.51 FEET;

THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF SHERRIL DRIVE, 688.10 FEET;

THENCE NORTH 87° 01' 06" EAST, ALONG THE CENTERLINE OF LAREDO DRIVE, 210.00 FEET;

THENCE SOUTH 02° 58' 54" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF TERMINUS.

CONTAINS 854 SQUARE FEET.

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT D

Survey

LESSOR'S LEGAL DESCRIPTION

LOT 6481, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO THE PLAT OF RECORD ON FILE IN THE OFFICE OF THE COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA IN BOOK 14 OF MAPS, PAGE 44.

EXCEPTING THEREFROM ALL THE GAS, OIL, MINERALS AND PETROLEUM AS RESERVED IN VARIOUS INSTRUMENTS OF RECORD.

NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AS DEFINED BY THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS AND IS NOT INTENDED TO VERIFY OWNERSHIP. ALL MEASUREMENTS SHOWN HEREON ARE RECORD, CALCULATED OR MEASURED.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SITE BENCHMARK

ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

BASIS OF BEARING

THE NORTH LINE OF LOT 6465 THROUGH LOT 6478 AS MEASURED BETWEEN FOUND MONUMENTS BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

BEARING=N87° 01' 06"E

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 04/16/2025.

FLOODZONE

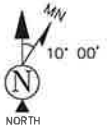
THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE 'X' AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04025C1714H, DATED AUGUST 24, 2021. ZONE 'X' IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.



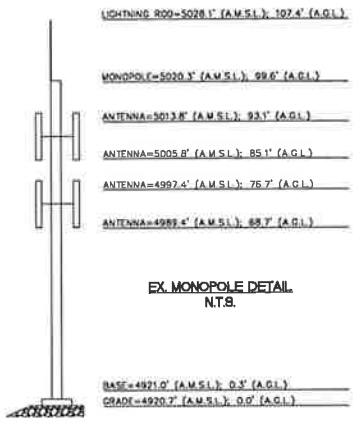


LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	S2° 58' 54"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.87'	87.50'	28°04'18"
C2	69.43'	40.00'	99°27'04"



BOUNDARY DETAIL
SCALE: 1" = 30'



EX. MONOPOLE DETAIL
N.T.S.

CENTER OF GEODETIC COORDINATES

EXISTING 99.6' MONOPOLE LOCATION
LATITUDE: 34° 37' 36.542" (34.626817²) NORTH (NAD83)
LONGITUDE: 112° 18' 57.447" (112.3159575°) WEST (NAD83)
ELEVATION @ GRADE = 4920.7' (NAVD88)

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

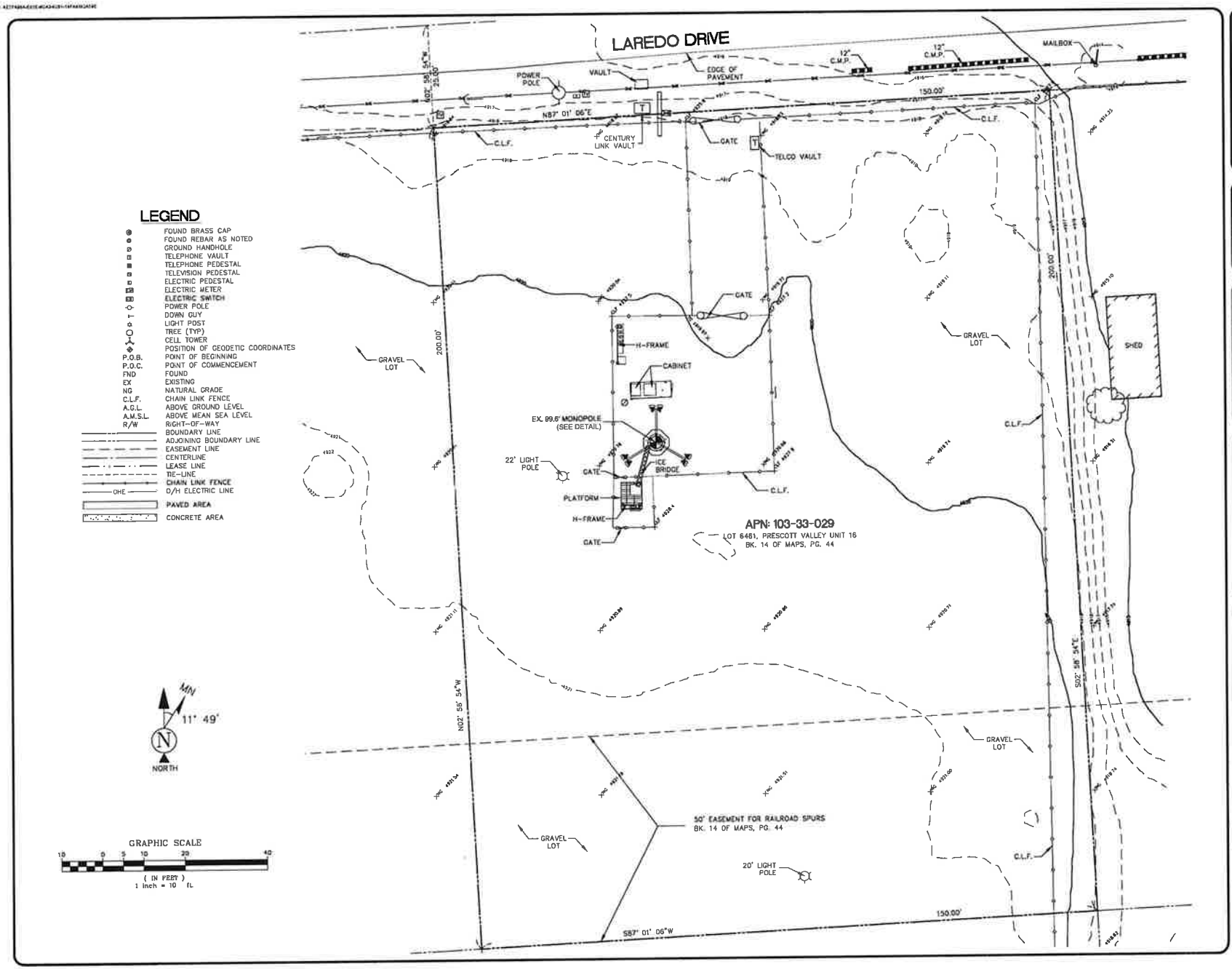
TERRAMARK LAND SURVEYING
24854 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P: 480-440-1748
F: 623-777-1162
www.terramarksurveying.com

EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203056	MG	MG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1



LEGEND

●	FOUND BRASS CAP
●	FOUND REBAR AS NOTED
⊡	GROUND HANDHOLE
⊡	TELEPHONE VAULT
■	TELEPHONE PEDESTAL
■	TELEVISION PEDESTAL
■	ELECTRIC PEDESTAL
EM	ELECTRIC METER
ES	ELECTRIC SWITCH
○	POWER POLE
⊢	DOWN GUY
○	LIGHT POST
○	TREE (TYP)
	CELL TOWER
⊕	POSITION OF GEODETIC COORDINATES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
C.L.F.	CHAIN LINK FENCE
A.G.L.	ABOVE GROUND LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
R/W	RIGHT-OF-WAY
	BOUNDARY LINE
	ADJOINING BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
	LEASE LINE
	TIE-LINE
	CHAIN LINK FENCE
OHE	O/H ELECTRIC LINE
	PAVED AREA
	CONCRETE AREA

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

TERRAMARK LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-183
PEORIA, AZ 85383
P. 480-440-1188
F. 623-777-1182
www.terramarksurveying.com

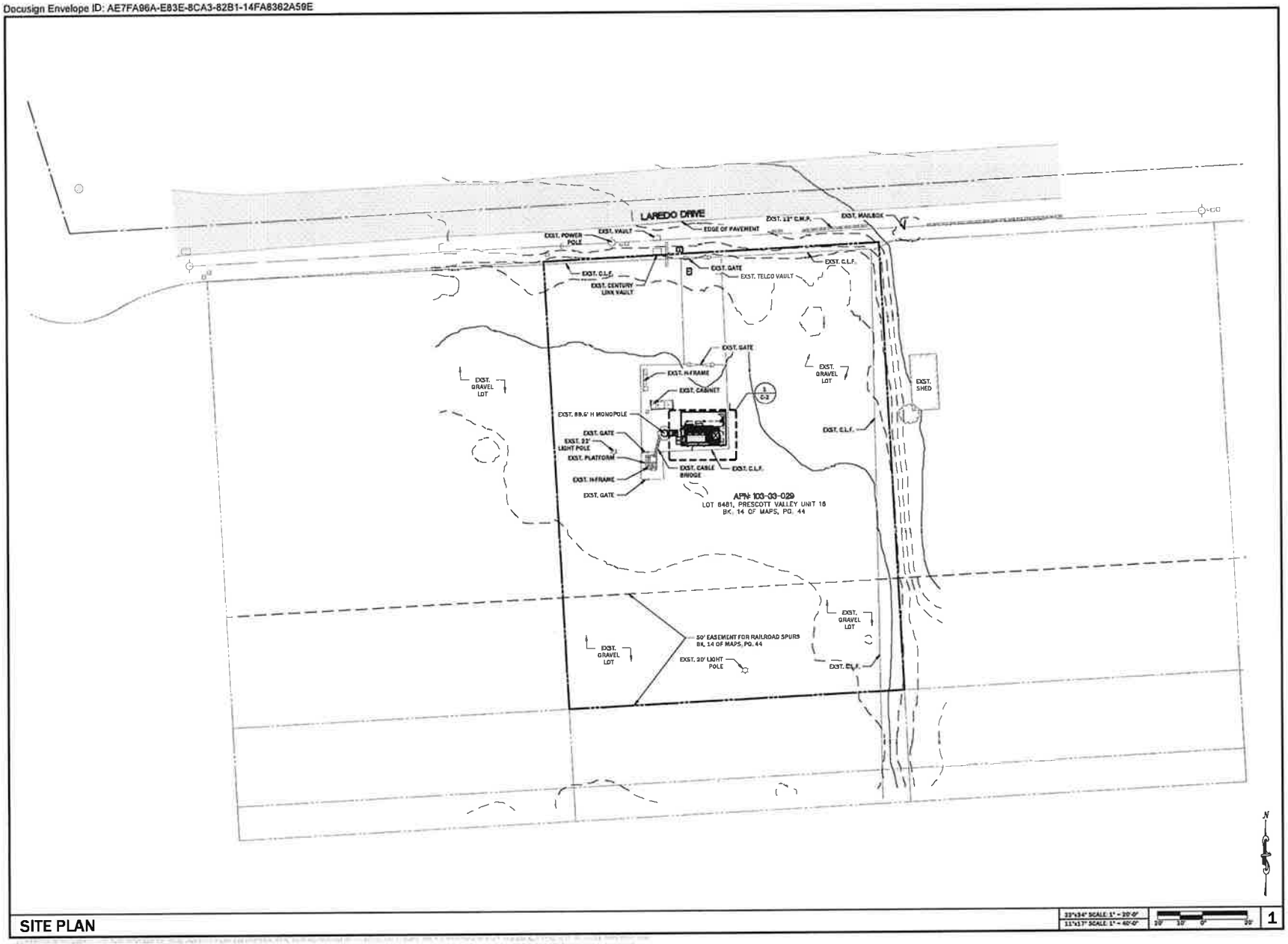
DIXON MARK J. GRAY
EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203056	MG	MG

SHEET NO.:	SHEET NAME:
2 OF 2	LS-2

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E



SITE PLAN

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

1

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

Registered Professional Engineer (Civil)
CERTIFICATE NO
51689
SAMUEL EDUARDO
GONZALEZ
10/31/25
Date Signed
ARIZONA U.S.A.

EXPIRES: 12/31/2027

REV.	DATE	REVISION DESCRIPTION
0	10-31-25	ISSUE FOR PERMIT

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE. THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:

AZL02594
VB AZ-5473 VOLCANO
8475 E LAREDO DR
PRESCOTT VALLEY, AZ 85344
YAVAPAI COUNTY

FA: 15200595 USID: 502203

DRAWN BY:	CHECKED BY:
JR	SEG

SHEET TITLE:
SITE PLAN

C-1

REV.: 0

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT E

Allynx Lease

(Attached)

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT F

CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, by and among the Town of Prescott Valley, Arizona having an address at 7501 E Skoog Boulevard, Prescott Valley, AZ 86314 (hereinafter called "**Town**") and Allynx Corporation, an Arizona corporation having a mailing address 7025 N 47th St, Paradise Valley, AZ 85253(hereinafter called "**Sublessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (hereinafter called "**Sublessee**") .

RECITALS:

A. Town and Sublessor have entered into a lease agreement (the "**Allynx Lease**"), dated [Insert Date] , 20 covering property more fully described on **Exhibit 1** attached hereto and made a part hereof, upon property having a street address of 7931 E. Rusty Spur Trail, Prescott Valley, Arizona 86315 ("**Property**"), a part of which Property contains the Premises (as hereinafter defined); and

B. Sublessee has entered into a certain Site Sublease dated [Insert Date] , 20 (the "**Lease**") with Sublessor, covering property more fully described in **Exhibit 2** attached hereto and made a part hereof (the "**Premises**"); and

C. Sublessee desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Notwithstanding anything contained in the Allynx Lease to the contrary, Town consents to the subleasing by Sublessor of the Premises to Sublessee subject to the terms and conditions contained herein. So long as this Agreement remains in full force and effect, the Lease is and will be subject and subordinate to the Allynx Lease insofar as it affects the real property and fixtures of which the Premises forms a part (but not Sublessee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Allynx Lease.

2. In the event the Allynx Lease is terminated or expires or Town succeeds to the interest of Sublessor or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Town (and its/their heirs, distributes and assigns) and Sublessee; (b) Town agrees not to affect or disturb Sublessee's right to possession of the Premises and any of Sublessee's other rights under the Lease so long as Sublessee is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; (c) Town and Sublessee hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; and (d) notwithstanding any removal or restoration requirements contained in the Allynx Lease, Sublessor shall transfer ownership of its rights, if any, in the Antena Facilities (as defined in the Lease) to Town. Accordingly, from and after any such event, Town and Sublessee will have the same remedies against one another for the breach of an agreement contained in the Lease as Sublessee and Sublessor had before Town succeeded to the interest of Sublessor; provided, however, that Town will not be personally liable for any act or omission of any prior landlord (including Sublessor).

3. Town understands, acknowledges and agrees that, except as expressly provided in Section 2 of this Agreement, Town will acquire no interest in any equipment, trade fixtures and/or other property installed by Sublessee on the Property or Premises and Town hereby expressly waives any interest which Town may have or acquire with respect to such equipment, trade fixtures and/or other property of Sublessee now, or hereafter, located on or affixed to the Property, Premises or any portion thereof, and Town hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property or Premises.

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4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Sublessee which are permitted under the Lease. The term "**Town**," when used in this Agreement, will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Town, whether directly or indirectly.

5. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day of , 20 .

LANDLORD: Allynx Corporation, an Arizona corporation

By: _____
Print Name: Richard Q. Nye
Its: President
Date: [Insert Date]

TENANT: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

TOWN: Town of Prescott Valley

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

ACKNOWLEDGEMENTS

LANDLORD

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Sublessor for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Sublessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Sublessee.

_____
Notary Public: _____
My Commission Expires: _____

TOWN

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____

ITEM NO. 11i

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 11/12/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Mike Townsend, Interim Finance Director

DEPARTMENT: Finance

AGENDA TYPE: New Business

SUBJECT: Replacement Fund Budget Adjustment and Funds Transfer — Consideration & Possible Action (Approve) [Mike Townsend, Interim Finance Director]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

SUMMARY/BACKGROUND:
During the Fiscal Year 2026-27 budget process various equipment replacements were recommended by the Town Manager for funding in the General Fund to be included in a new replacement fund. The budget system, ClearGov, did not have the new replacement fund set up at that time. Staff added the recommended projects to Fund 201 as an interim step to ensure inclusion of the projects. This correction of an error is usually considered an administrative change. However, in the interest of transparency

(and to comply with the budget policy requiring Town Council approval of adjustments to appropriations and transfer of funding between funds), this item is being submitted for formal Town Council approval.

RECOMMENDED MOTION:
Motion to approve a budget adjustment and transfer of funds as described from Fund 201 (Special Revenue Replacement Fund) to Fund 102 (General Fund Replacement Fund). **VOTE.**

STAFF RECOMMENDATION:
Staff recommends approval of the described budget adjustment and transfer of funds from Fund 201 to Fund 102.

FISCAL ANALYSIS:
There is no cost or change to the budgeted projects. This agenda item is to move the appropriation and funding to the appropriate fund.

Library Automated Materials Handler (CL2701)	$268,900
Parks Machinery & Equipment	$456,200
PR – 4 Plex Scoreboards x2	$12,000
PR – Flail Mower	$45,000
PR – Infield Machine	$45,000