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
OCTOBER 8, 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 October 8, 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

1. CALL TO ORDER AND ROLL CALL

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. APPROVAL OF THE AGENDA

4. PROCLAMATIONS

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

Vision 2024 Focus Area(s):

5. SCHEDULED ANNOUNCEMENTS AND PRESENTATIONS

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

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 September 10, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

Vision 2024 Focus Area(s):

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

Vision 2024 Focus Area(s):

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

Vision 2024 Focus Area(s):

9.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]

Vision 2024 Focus Area(s):

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

Vision 2024 Focus Area(s):

10. OLD BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

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

Vision 2024 Focus Area(s):

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

Vision 2024 Focus Area(s):

11. NEW BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

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

Vision 2024 Focus Area(s):

11.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]

Vision 2024 Focus Area(s):

11.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]

Vision 2024 Focus Area(s):

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

Vision 2024 Focus Area(s):

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

Vision 2024 Focus Area(s):

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

Vision 2024 Focus Area(s):

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

Vision 2024 Focus Area(s):

11.h. 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):

12. ADJOURNMENT

ITEM NO. 4a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM:

DEPARTMENT: Town Manager's Office

AGENDA TYPE: Proclamations

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

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:
Domestic Violence Awareness Month: October 2026

RECOMMENDED MOTION:
N/A

STAFF RECOMMENDATION:

N/A

FISCAL ANALYSIS:
N/A

Attachments

Domestic Violence Awareness Month Proclamation

Domestic Violence Awareness Month

October 2026

Official Proclamation

WHEREAS, *domestic violence is a serious crime that affects people of all races, ages, gender, and income levels. Domestic violence is widespread and affects over 4 million Americans each year. At least one in three members of our community have witnessed an incident of domestic violence; and*

WHEREAS, *children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and*

WHEREAS, *domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and*

WHEREAS, *only a coordinated community effort will help put a stop to this heinous crime; and*

WHEREAS, *Domestic Violence Awareness Month provides an excellent opportunity for our community to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims;*

NOW THEREFORE, *I, Kell Palguta, Mayor of the Town of Prescott Valley, Arizona, do hereby proclaim the month of October as:*

Domestic Violence Awareness Month

and urge all of our citizens to work together, with one goal in mind, to eliminate domestic violence from our community.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the Town of Prescott Valley to be affixed this 8th day of October 2026.

Attest: _____ ***Mayor:*** _____

Fatima Fernandez, Town Clerk ***Kell Palguta, Mayor***

TOWN OF PRESCOTT VALLEY 1876 ARIZONA

Town of Prescott Valley

ITEM NO. 9a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

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 September 10, 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 September 10, 2026

RECOMMENDED MOTION:
Motion to approve the Regular Town Council Meeting Minutes of September 10, 2026.
VOTE.

STAFF RECOMMENDATION:
Staff recommends approval of the Regular Town Council Meeting Minutes of September 10, 2026.

FISCAL ANALYSIS:
N/A

Attachments

Regular Town Council Meeting Minutes of September 10, 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
September 10, 2026

Present: Kell Palguta, Mayor
Matt Zurcher, Vice Mayor
Kendall Schumacher, Councilmember
Michael Greer, Councilmember
Kenneth Freund, Councilmember
Janell Kiehl, Councilmember
Kymberli Lopez, 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 Prescott Valley Police Department Chaplain Chita Olson followed by the recitation of the pledge of allegiance.

3. APPROVAL OF THE AGENDA

Motion by Councilmember Kendall Schumacher, seconded by Vice Mayor Matt Zurcher to approve the agenda as presented minus item 8d, which will be removed and brought back at a later date.

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

7 - 0 Passed

4. PROCLAMATIONS

a. Constitution Week [Yavapai Chapter, Daughters of the American Revolution - Jeanne Corrigan, Regent; Elizabeth Shaw, Vice Regent; Kathy Houchin, Recording Secretary; Debbie Lamb, Corresponding Secretary; Karon Larsen, Chaplain, and Linda Shebek, Member]

The Town of Prescott Valley proclaimed September 17 through 23, 2026 to be Constitution Week.

Jeanne Corrigan, Regent, accepted the proclamation recognizing Constitution Week on behalf of the Yavapai Chapter Daughters of the American Revolution and thanked the Town for its support in honoring the U.S. Constitution.

5. CALL TO THE PUBLIC

Public Comment #1: Resident Bruce Evans stated that he was speaking as a private citizen and expressed opposition to the proposed Code of Conduct, raising concerns that its enforcement provisions could be subject to abuse and result in unnecessary investigations and use of Town resources. He referenced a lawsuit he filed related to the Amazon petition and shared concerns regarding the potential impacts of implementing the proposed Code of Conduct. He then encouraged the Council not to move forward with the proposal.

Public Comment #2: Resident Dave Larner stated opposition to the proposed Ethics and Standards Policy, questioning the motivations for bringing the policy forward and raising concerns regarding its potential application. He read an excerpt from Section III. Expectations of Public Officials, and referenced a recent Council interaction as an example of conduct he believed was inconsistent with the policy's expectations regarding mutual respect and teamwork.

Public Comment #3: Resident Ashly Gardikis described challenges faced by local workers, retirees, young professionals, and families seeking affordable housing options within the community. She encouraged continued efforts to expand housing opportunities for those who work and wish to remain in Prescott Valley.

Public Comment #4: Resident Maria Ginter encouraged respectful and ethical public discourse, emphasizing the importance of focusing on facts and the issues rather than personal disagreements. She acknowledged her own past conduct and encouraged residents and public officials to engage differing viewpoints with maturity and respect.

Public Comment #5: Resident Ron Anderson raised concerns regarding the effectiveness of the Town's Flock camera system and the Police Department's response to two incidents he previously reported, including a motorcycle-related incident and a threatening encounter at a local business. He also raised concerns regarding individuals misrepresenting pets as service animals.

Mayor Palguta recommended that Ron Anderson speak with the Lieutenant or Chief of Police present at the meeting, as they may be able to address some of the questions

raised.

Public Comment #6: Resident Lawrence Neigel commemorated the one-year anniversary of Charlie Kirk's death and spoke about the importance of respectful and open communication. He raised concerns regarding a reported interaction involving individuals distributing election-related materials and the use and oversight of surveillance equipment within the Town. He also voiced support for the use of the word 'shall' within the proposed Ethics and Standards Policy.

Public Comment #7: Resident Mike Wubker spoke in support of establishing standards of conduct for public officials and encouraged the Council to adopt a clear, meaningful ethics statement.

Public Comment #8: Resident Joanna Wubker supported the adoption of an ethics policy that clearly defines expectations for elected officials and applies equally to all elected officials. She stated that the policy should include independent oversight, clear reporting requirements, protections against retaliation, and regular public review. She emphasized that residents deserve leadership that demonstrates maturity, respect, accountability, and integrity.

Public Comment #9: Resident Robert Vree raised concerns regarding the condition of streets following utility trenching and construction, citing uneven pavement and cracking. He asked whether the affected streets would be resurfaced or repaired.

Mayor Palguta directed Robert Vree to provide his contact information to Town staff for follow-up regarding his specific concerns.

Public Comment #10: Resident Karolyn Zurn stated her opposition to license plate readers and surveillance cameras and encouraged the Council to consider a Code of Ethics and Conduct policy applicable to the Council as well as Town Board and Commissions. She also commented on Proposition 404 and the proposed mining activity near Government Tank, stating that the Council owes it to the residents of the area to stand behind the provisions of the General Plan.

Public Comment #11: Resident Andrea Sansone read a statement on behalf of resident Walt Hutton regarding the proposed Code of Conduct for elected leaders and officials. The statement identified concerns with the existing complaint and review process and summarized amendments previously submitted addressing standards for factual accuracy and independent review of complaints. He requested that the Council refer the proposed amendments for review and consider them at a future meeting for formal discussion and vote.

Mayor Palguta confirmed that the Council had received Mr. Hutton's correspondence regarding the matter.

Public Comment #12: Resident Sharon Fried opposed the Town's use of Flock cameras and other surveillance technology, citing Fourth Amendment protections and requesting greater accountability through a Code of Conduct.

Public Comment #13: Resident Jennifer Pratt vocalized concerns regarding community

division, misinformation, and residents feeling unheard or inadequately represented. Regarding the Code of Conduct, she acknowledged a Councilmember's prior acceptance of responsibility and corrective actions, stating that such actions demonstrated a level of integrity worth acknowledging. She then encouraged the Council to promote unity.

Public Comment #14: Resident Isabel Cerecedes requested that the Town adopt an updated and enforceable Code of Conduct applicable to elected and appointed officials, citing concerns regarding personal attacks, intimidation, retaliation, and conduct on social media. She referenced prior statements made by the Mayor and Vice Mayor regarding the policy under consideration and requested that the proposed update include a formal complaint and reporting process, independent review of complaints, and meaningful disciplinary measures.

6. COUNCIL COMMUNICATIONS: SUMMARY OF CURRENT EVENTS

There was no discussion on this item.

7. MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Gilbert Davidson announced upcoming community events, including a Volunteer Fair featuring Town and nonprofit volunteer opportunities, the Town's Fall Festival, and the Healing Field Ceremony commemorating the 25th Anniversary of 9/11.

8. CONSENT AGENDA

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to approve the Consent Agenda, items 8a, 8b and 8c (by electronic vote).

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

7 - 0 Passed

a. Regular Town Council Meeting Minutes of August 13, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

b. Special Town Council Executive Session Meeting Minutes of August 27, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

c. Regular Town Council Meeting Minutes of August 27, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

d. Professional Services Agreement with Burgess & Niple Design Lakeshore – Lake Valley Intersection Project (CIP #CS2704) - Consideration & Possible Action (Approve) [Parker Murphy, Traffic Engineer]

Agenda item 8d was removed to be brought forward at a later Council meeting date.

e. Viewpoint Dr. (Manley Dr. to Roundup Dr.) Multi-Use Path Project, CIP# CP2604, Engineering Design, Survey & Construction Phase Contract - Consideration & Possible Action (Approve) [Heather Ruder, Public Works Director]

Councilmember Freund explained that the item was removed from the consent agenda to provide the public with additional information regarding the scope, purpose, and cost of the project.

Heather Ruder, Public Works Director, provided background on the Viewpoint Drive Multi-Use Path Project, noting that the Town was awarded an Arizona Department of Transportation (ADOT) Transportation Alternatives grant. She explained that the grant process could delay the project approximately eighteen months for scoping, which would only advance the project to 15% design. It was recommended foregoing the $58,000 grant and utilizing the $1.8 million included in the adopted budget to expedite the project through full design and construction, citing the project as a key priority for residents, bicyclists, and pedestrians.

Brian Bucholtz, representing Lyon Engineering & Surveying, Inc., introduced himself to the Council.

Councilmember Freund voiced strong support for the project and emphasized its importance for public safety, while questioning the design cost given the relatively flat and uncomplicated terrain.

Brian Bucholtz explained that approximately $93,000 of the design cost was included as an allowance for potential FEMA floodplain remapping requirements, which may not ultimately be necessary.

Councilmember Freund reiterated support for the project and emphasized the importance of publicly discussing significant expenditures.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to approve a Professional Services Agreement with Lyon Engineering & Surveying, Inc. in the amount of $243,650.00 for design services of the Viewpoint MUP Extension, CIP# CP2604, by electronic vote.

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

7 - 0 Passed

f. Professional Services Agreement Ardurra Group Design Bradshaw Mtn Road Bridge Erosion Mitigation Project (CIP #CT2702) - Consideration & Possible Action (Approve) [Jon Leyba, Public Works Engineer]

Councilmember Freund supported the project and the Town’s efforts to protect its assets, noting that he had personally visited and walked the project area. He acknowledged the need for improvements but questioned the design cost.

Jon Leyba, Public Works Engineer, presented an overview of the Bradshaw Mountain Road Bridge Erosion Mitigation Project, noting that the bridge is the sole public access point for approximately 2,800 Quailwood residents and has experienced significant erosion and undermining. The proposed $251,110 professional services agreement would provide hydraulic modeling, engineering analysis, surveying, geotechnical work, and final design for phased stabilization and long-term improvements. The project is fully funded through the FY27 Stormwater Fund, with construction anticipated to be budgeted in FY28. Similiar to the Viewpoint Drive Multi-Use Path Project, one of the largest costs, totaling approximately $86,000, is performing the hydraulic modeling, the drainage report and memo to analyze the complex confluence.

Councilmember Freund reiterated the importance of discussing the project publicly to provide transparency regarding project costs and the Town's obligations and requested staff provide additional information as to ADOT requirements.

Town Manager Gilbert Davidson explained that ADOT conducts bridge inspections throughout Arizona and identified concerns with the Bradshaw Mountain Road Bridge that prompted the project. State law requires professional engineering services to be selected based on qualifications rather than competitive pricing. It was noted that the construction portion of the project would be competitively bid.

Councilmember Freund thanked staff for their responses and explanations.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to approve a Professional Services Agreement with Ardurra Group, Inc. in the amount of $251,110.00 for design services for the Bradshaw Mountain Road Bridge Erosion Mitigation Project, CIP #CT2702, by electronic vote.

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

7 - 0 Passed

9. BOARD, COMMISSION, AND COMMITTEE APPOINTMENTS

a. Recommendation to Appoint Caroline Koons to the Library Board of Trustees to Partial Term with Renewal date of June 30, 2029 - Consideration & Possible Action (Appoint) [Casey Van Haren, Library Director]

Casey Van Haren, Library Director, recognized National Library Card Sign-Up Month and encouraged residents to obtain a library card. Director Van Haren then recommended the appointment of Caroline Koons to the Library Board of Trustees.

Councilmember Freund reinforced the important role the Library and its staff play in supporting youth, education, and the learning process within the community.

Mayor Palguta thanked Caroline Koons for her willingness to volunteer.

Motion by Councilmember Kendall Schumacher, seconded by Vice Mayor Matt Zurcher to appoint Caroline Koons to the Library Board of Trustees for the remainder of a term with a renewal date of June 30, 2029 by electronic vote.

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

7 - 0 Passed

10. OLD BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

a. Updates to Prescott Valley Tax Code in Coordination with League of Arizona Cities and Towns - Consideration & Possible Action (2nd Reading) [Ivan Legler, Town Attorney]

Fatima Fernandez, Town Clerk, read Ordinance No. 2026-983 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 Kymberli Lopez

7 - 0 Passed

11. NEW BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

a. FY 2025 U.S. Department of Justice JAG Grant – Consideration & Possible Action (Authorize Signature) [Robert L. Ticer, Chief of Police]

Robert L. Ticer, Chief of Police, advised that this is an $11,524 grant obtained through the U.S. Department of Justice to support officer safety and the purchase of personal protective equipment, including rifle-rated ballistic shields and other protective equipment.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to authorize signature by the Town Manager of the required Certifications and Assurances related to the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program application (following governing body review for the 30-day review period) by electronic vote.

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

7 - 0 Passed

b. Proposed Revisions to Code of Conduct and Statement of Values – Discussion Only [Councilmembers Freund, Kiehl & Thornton]

Mayor Palguta clarified that the item was for discussion only, with no action to be taken, and noted that it was brought forward by Councilmembers Freund, Kiehl and Thornton. He invited Councilmember Thornton to provide his comments.

Councilmember Thornton supported having a Code of Conduct for the Council, emphasizing mutual respect among Councilmembers in their interactions and decision-making.

Councilmember Kiehl requested the development of an enforceable ethics policy and Code of Conduct applicable to elected officials and appointed commissioners, noting that the existing policy lacks an enforcement mechanism. She stated the need for clear and consistent standards for professional conduct, accountability, respectful communication, and social media use, to help navigate disagreements more effectively, strengthen public confidence, and address issues and priorities. She then requested that the policy be brought forward for consideration and possible action in October.

Councilmember Freund agreed with Councilmember Kiehl. He then provided background on the policy adopted in February 2025 and supported revising the policy to include an enforcement section.

Vice Mayor Zurcher discussed conversations with representatives from other Arizona jurisdictions regarding codes of conduct and accountability for elected officials. He noted that elected officials are ultimately accountable to voters and addressed limitations under state law regarding actions the Council may take against a fellow elected official. He cautioned that measures such as censure could contribute to further division within the community and emphasized the importance of personal responsibility and respectful communication. He also acknowledged that, when the existing policy was adopted, the Town did not establish a process requiring Councilmembers and Board and Commission members to sign and formally acknowledge the policy.

Mayor Palguta discussed the distinction between accountability measures for Town employees, appointed commissioners, and elected officials, noting that commissioners serve at the pleasure of the Council while elected officials are ultimately accountable to voters. He suggested the focus be on community priorities and Town business. He then recommended allowing additional time to develop options for Council discussion at the January Council Retreat.

Councilmember Schumacher stated that elected officials are held to a higher standard. She shared concerns that the previously proposed policy could allow Councilmembers to target one another and referenced the existing laws and rules governing Council conduct. She also noted that elected officials are chosen by the voters.

Councilmember Freund questioned concerns regarding enforcement of an updated Code of Conduct, noting that potential measures are limited to a nominal fine, censure, or a vote of no confidence.

Councilmember Kiehl shared conversations with elected officials from other Arizona municipalities regarding ethics policies, noting that they reported positive outcomes within their communities.

Vice Mayor Zurcher clarified continued support for the existing Code of Conduct and Statement of Values, noting that the policy established standards that had not previously been in place. He supported providing additional clarification to the policy and requiring it to

be signed and formally acknowledged.

Councilmember Kiehl asked whether there is sufficient direction to move forward with preparing the item for Council consideration and possible action in October or November.

Mayor Palguta recommended further discussion at the January Council Retreat.

Councilmember Kiehl mentioned the process for bringing the item back for future consideration, noting that three Councilmembers could request that it be placed on a future agenda for a vote.

Mayor Palguta stated that the item could be placed on a future agenda for a vote or discussed further at the January Council Retreat. He recommended additional discussion at the retreat to determine whether Council consensus could be reached.

Councilmember Kiehl acknowledged the clarification provided by Mayor Palguta.

12. ADJOURNMENT

Mayor Palguta adjourned the meeting at 6:56pm.

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 September 10, 2026.

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

Dated this October 8, 2026

_____

Marissa Greenwood, Deputy Town Clerk

Outlook

PLACE THIS LETTER ON THE RECORD IN THE PACKET FOR THE 10TH PLEASE

From Bill Williams <bwinarizona@gmail.com>
Date Tue 9/8/2026 9:20 AM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

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

FROM BILL WILLIAMS TO TOWN COUNCIL, LAWYER, MANAGER

I was on town council when we were at our Council retreat in one of the nice rooms in the library and on the agenda was creating an ethics policy. The Town and the town council on Thursday the 10 th have to get terminology in order. We spent a very long time in the retreat crafting an ethics policy. We had key people there, some just to listen, and some to offer legal or technical advice such as the town lawyer, the town manager, the town clerk. Some of us felt that we had put together the basic ethics policy that the town needed and would be ready to vote on it at an upcoming town council meeting. But in a bizarre parliamentary maneuver, Matt Zurcher twisted and defiled what some of us felt was ready to go. It was a bad code of conduct when he brought it to a vote and I voted no. Zurcher's legacy will be turning an ethics policy into a code of conduct with no teeth. That is all he will ever be remembered for. It's his only legacy. And if you ask people about him all over town, that's all they remember now.

Apparently the mayor, given his unethical conduct as a cop and as a bar patron and the vice mayor, as a realtor and Sparklite manager, felt that there was too much of a risk if an ethics policy had teeth in it.

In fact, Zurcher was heard muttering in Retreat about "not sure why we need teeth or how to enforce that."

So this nonsense about calling it different things it's just that - nonsense. What an ethics policy has to do is address conflicts of interest, financial disclosures, receipts of gifts, use of public resources and adherence to law.

The enforcement can include strict administrative penalties like censure, fines or removal from specific duties. If it was in place, council would have censured Palguta for the embarrassment to town of his birdcage saloon incident. He could have been fined $25 and been removed from county committees such as Water. Censuring could have kept him quiet and allowed Zurcher to run the meetings for any period of time.

We need tough repercussions... this is because violations often breach state statutes or municipal ordinances. We don't want a code of conduct because it's more about interpersonal behavior, decorum, working relationships ...now all of those could be folded into an ethics policy because behavior and decorum and relationships in day-to-day governance can all be impacted by terrible conduct. Therefore, if all the town manager and lawyer bring to the table on Thursday the 10 th is another watered-down piece of crap then that's what the town residents will get from those two again - simply more crap.

Those of you in a representative role need to get your acts together and stand up for ethics and put something on paper that the town folks will be proud of.

--

William E (Bill) Williams

MS Journalism and Mass Comm, Iowa State Univ.

BS Broadcast News, Arizona State Univ.

Two-year Paralegal Degree, Yavapai College

Veteran, USAF, medic

Award winning journalist

Author: Murder by Guile

Co-author: Jazz and Blues Lover's Guide to the United States

Contributor to ABC, NBC, CBS, Prescott Enews and Discover Magazine

Outlook

Ethics Policy.

From Ellen Hoydis <ehoydis10@gmail.com>
Date Wed 9/9/2026 6:04 PM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

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I wish to go on record by stating the Ethics policy should be in effect for all of Council and not just for appointed commissioners and or boards. Thank you. Ellen Hoydis

Outlook

Prescott Valley Ethics Policy

From Sharon Jimenez <smaygj10@gmail.com>
Date Wed 9/9/2026 9:03 PM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

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Ms. Fernandez,

I would like to express my opinion about the Prescott Valley City Ethics Policy. I feel the city needs a policy that requires Council members, city manager and the Mayor to conduct themselves in a responsible, respectful and trustworthy manner in and out of work. If they can not do that then they should be removed from their position and not be allowed to make decisions regarding city matters. Thank you for your time.

Respectfully,

Sharon Jimenez

Outlook

For the Record

From enlightened54 <enlightened54@protonmail.com>
Date Thu 9/10/2026 1:02 AM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

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Dear Fatima and Staff,

A Town Ethics Policy must include accountability for all Town staff, but especially for those filling management positions such as Mayor, Vice Mayor, Town Manager, Council Member, Attorney, and Commissioner. Accountability must be for behavior and actions both as a Public Servant and as a Private Citizen.

As one of your employers, I demand that a proper Town Ethics Policy be created with full participation and approval by your employers, the residents of Prescott Valley.

Born free, living free, & happy!
Sharon Fried
Prescott Valley 86314

Sent with Proton Mail secure email.

Outlook

Email regarding the need for an ethics code

From cimvhoa1@verizon.net <cimvhoa1@verizon.net>
Date Thu 9/10/2026 2:35 AM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

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Dear Fatima,

I would appreciate your forwarding the following email to town council as soon as possible.

Thank you

Dear Members of the Town Council,

I am writing as a concerned and deeply embarrassed resident of our town regarding the ongoing conduct and professionalism of our mayor.

What has been happening for far too long is unacceptable. The mayor担 repeated disrespectful and rude behavior榔oth toward residents and toward fellow members of the Town Council桡s deeply troubling and falls far short of the standards of professionalism, civility, and leadership that our community should expect from its elected officials.

It is particularly disturbing to hear the manner in which the mayor speaks to and about residents and addresses members of the council. Disagreement and debate are a normal and necessary

part of local government, but disrespect, personal attacks, dismissive behavior, and unprofessional conduct should never be accepted as normal political discourse.

I am also extremely concerned that our town still does not have a **meaningful and enforceable ethics code** for elected officials. A basic code of conduct alone is not sufficient. A code of conduct without a comprehensive ethics framework leaves too much room for unacceptable behavior to continue without meaningful accountability.

Quite frankly, a real ethics code should have been established last year. The fact that this has not been accomplished is disappointing, particularly in light of the ongoing concerns surrounding the mayor's behavior. This is not an issue that should continue to be postponed or treated as merely a political disagreement. It is an issue of public trust and the integrity of our local government.

I respectfully but strongly urge the Town Council to:

- Establish and adopt a comprehensive **Town Ethics Code** that applies to the mayor and all elected officials.
- Ensure that the ethics code contains clear standards regarding respectful treatment of residents, council members, town employees, conflicts of interest, abuse of office, and other ethical responsibilities.
- Establish a meaningful and transparent process for investigating and addressing violations.
- Review the mayor担 ongoing conduct and determine what disciplinary or corrective action is appropriate.
- **Reprimand the mayor for conduct that violates the standards expected of an elected official.**
- Consider whether the mayor担 continued service in office is appropriate given the longstanding pattern of behavior and the damage it has caused to public confidence in our town government.

I understand that elected officials will not always agree with one another, and residents will not always agree with their elected officials. That is democracy. What should not be controversial, however, is the expectation that our elected leaders treat people with basic courtesy, dignity, and respect.

As a resident, I should be able to look at my town government and feel proud of the people representing our community. Instead, I find myself embarrassed by the ongoing behavior coming from the mayor.

This has gone on for far too long. The Town Council has a responsibility to the residents of this community to address this situation rather than allow it to become normalized. Establishing a

strong ethics code and holding elected officials accountable to it would be an important first step toward restoring public confidence.

I respectfully ask the council to take this matter seriously and take meaningful action. Our town deserves better, and its residents deserve elected officials who understand that holding public office is a privilege accompanied by a responsibility to conduct oneself with professionalism, integrity, and respect.

Sincerely,

Tina Elliot

Prescott Valley Resident

Outlook

Code of Conduct and Ethics Policy

From Sandy Cordova <sandycordova236@gmail.com>
Date Thu 9/10/2026 7:01 AM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

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Fatima,
There has to be accountability and transparency among council members and board members who behave without respect for its residents. An ethics committee/ commission has to be actively engaged. It is vitally important an independent agency without ties to the town employees or business., enforce the ethics policy.

Council members, board members, and all town employees must uphold the principles, values, health, and safety of its residents. They are responsible for maintaining a clean environment, infrastructure, and beneficial services.

Thank you Fatima for forwarding this to the respective town employees, board members, and anyone else.

Sandy Cordova
Randy Hayes
Residents of Prescott Valley

Outlook

Code of Ethics and Conduct

From Elise Contento <slatespitfire@gmail.com>
Date Thu 9/10/2026 9:54 AM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

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[You don't often get email from slatespitfire@gmail.com. Learn why this is important at https://protect.checkpoint.com/v2/r01/___https://aka.ms/LearnAboutSenderIdentification___.YzJ1OmF6Y3JwdG93bnByZXNjb3R0dmFsbGV5OmM6bzo1MWQyZGE4ZmFkNTFiMTY0ZjkzNmNmYjRjNDNlOTczYzo3OjYwYjE6MmI1NzI1YWExN2IxM2FiZGMzMmFlNjVjODg3NmQ2OGJhNjIyNWZlYTEwNmIzMDY5MTZlOWNmZjdkMDRkYzg3ZTpwOlQ6Rg]

In light of the recent Criminal Assault by our mayor, and the the constant bullying by our older Town Council members, towards Jason Thornton, Janell and Ken, the "Code " should pertain to ALL, not just new members, and MUST include fines and disciplinary actions, against those who are not acting in accordance with proper ETHICS, that should be added! Zurcher had No Right, to remove elements that included disciplinary actions, for those acting in unethical ways. This, I see, as an abuse of power, and should now be rectified.

It has been far too long that this Town Council has been conducting themselves as a "kangaroo court " and these reprehensible conducts need to be stopped, immediately.

We the People, elected these officials to Serve US, yet most of them act as if their actions have no consequences, which they do not, according to the current "Code " which was altered, without PV voter approval.

I am unable to attend the meeting, so this is my letter to be added into the Record!

Furthermore, this mayor "came after me " on Nextdoor, social media, in a nasty and unwarranted way, when I asked about the rental price for his Baja Bungalow apts, and requested a traffic survey assessment, which affects me, his constituent, for the area. I had to block him, because his comments were Not befitting of someone holding public office, as our mayor.

For his recent, current, and past behaviors, he should resign, as he is Not Fit for Service, in Any office!
Sincerely,

Elise M. Contento
October 10, 2026

Outlook

Ethics don't have a proper and fair way the majority on the council members behave. Ken Freund was

From cynthia Neve <dcn4591@gmail.com>
Date Thu 9/10/2026 4:40 PM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

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. Kell started a brawl in The Bird Cage on Whiskey Row. He also called a lady the most derogatory word a woman could be called.

Ken Freund was ask to resign over a speeding ticket . Ceriaintly, Kell should have to been made to resign by the other six members on the council.

Sincerely,
Cynthia Neve.

Outlook

Citizen Submission: Proposed Amendment to Resolution No. 2025-2404

From Walt Hutton <walthutton@gmail.com>

Date Wed 9/2/2026 12:17 PM

To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

Cc Town Council External <council@prescottvalley-az.gov>; Gilbert Davidson <gdavidson@prescottvalley-az.gov>; Ivan Legler <ilegler@prescottvalley-az.gov>

2 attachments (516 KB)

Walter_Hutton_Submission_Cover_Letter.pdf; Walter_Hutton_Code_of_Conduct_Amendment_FINAL_CITIZEN_DRAFT.pdf;

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Town Clerk Fernandez,

Please accept the attached citizen submission for distribution to the Mayor and Common Council: a cover letter and citizen draft proposing a focused amendment to Resolution No. 2025-2404 and the Town of Prescott Valley Code of Conduct and Statement of Values.

The draft (1) establishes a defined complaint, independent review, findings, and Council response procedure for alleged Code violations, and (2) establishes a narrow accuracy and correction standard for objectively verifiable factual representations made in defined Official Communications, while expressly protecting personal political speech, opinion, criticism, advocacy, legal and policy interpretation, rhetoric, satire, and good faith factual mistakes. It also corrects a statutory reference in the Code's exhibit (A.R.S. § 9-234(A) — $20, not $25).

I respectfully request that this submission be distributed to the Mayor and all Councilmembers, that the Council consider placing the matter on a future public agenda, and that the Town Attorney be asked to review the draft for form, municipal authority, and constitutional compliance. Please confirm receipt of this submission and its distribution.

Respectfully,
Walter D. Hutton
walthutton@gmail.com
(805) 878-7272

Attachments: Citizen Submission Cover Letter; Citizen Draft for Council Consideration and Town Attorney Review, Proposed Amendment to Resolution No. 2025-2404

CITIZEN SUBMISSION

Proposed Amendment to Resolution No. 2025-2404

September 1, 2026

Via Town Clerk

Mayor and Common Council
Town of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, Arizona 86314

Re: Citizen submission requesting Council consideration of an amendment to Resolution No. 2025-2404, Code of Conduct and Statement of Values

Mayor and Councilmembers:

Please accept the enclosed citizen draft proposing a focused amendment to Resolution No. 2025-2404 and the Town of Prescott Valley Code of Conduct and Statement of Values.

The proposal addresses two specific issues. First, it creates a defined complaint, independent review, findings, and Council response procedure for alleged Code violations. Second, it establishes a narrow accuracy and correction standard for objectively verifiable factual representations made in defined Official Communications, while expressly protecting personal political speech, opinion, criticism, advocacy, legal and policy interpretation, rhetoric, satire, and good faith factual mistakes.

The proposal is prospective and neutral. It does not identify or target any current official, social media post, political viewpoint, ballot issue, or present controversy. It also limits remedies against elected officials to nonmonetary institutional responses and preserves constitutional speech protections.

I respectfully request that this submission be distributed to the Mayor and all Councilmembers, that the Council consider placing the matter on a future public agenda, and that the Town Attorney be asked to review the citizen draft for form, municipal authority, and constitutional compliance while preserving its transparency and public accountability objectives to the maximum extent permitted by law.

Please confirm receipt of this submission and its distribution to the Mayor and Council. If the Town uses a different administrative process for citizen submitted proposed resolutions, I would appreciate written direction regarding that process.

Respectfully submitted,

_____

/s/ Walter D. Hutton

Email: walthutton@gmail.com
Phone: (805) 878-7272

Enclosure: Citizen Draft for Council Consideration and Town Attorney Review, Proposed Amendment to Resolution No. 2025-2404

August 31, 2026

Via Town Clerk
Mayor and Common Council
Town of Prescott Valley, Arizona

Re: Citizen Draft to Amend Resolution No. 2025-2404, Code of Conduct and Statement of Values

Mayor and Councilmembers:

Attached is a citizen draft proposing a focused amendment to Resolution No. 2025-2404 and the Town of Prescott Valley Code of Conduct and Statement of Values. The existing Code states that it establishes procedures for addressing potential conflicts of interest or ethical violations promptly and transparently, but it does not contain a general operative complaint and review procedure. The Code also identifies honesty and truthful communications as components of integrity and public trust, while its operative provisions do not provide a narrowly defined process for addressing a materially false factual representation made in an official capacity.

This draft is intentionally narrow. It does not regulate a Public Official merely because the official discusses Town matters on a personal social media account, podcast, letter, article, or other private forum. The proposed accuracy standard applies only to defined Official Communications and only to objectively verifiable representations of existing fact about official Town records, actions, votes, expenditures, contracts, funding, programs, or operations. It requires actual knowledge of material falsity. Opinion, criticism, advocacy, predictions, rhetoric, satire, disputed legal or policy interpretations, and good faith factual mistakes are expressly excluded.

The draft also creates a neutral enforcement procedure available to any person. Complaints against the Mayor or a Councilmember receive independent outside review before Council consideration. Any adverse finding against an elected official requires clear and convincing evidence and five affirmative Council votes. The available remedies are nonmonetary institutional responses such as a request for correction, formal reprimand, or formal censure. The procedure does not authorize removal of an elected official, loss of voting or meeting rights, reduction of compensation, or a monetary penalty.

The draft does not attempt to turn every personal political statement into an ethics offense. At the same time, it does not enlarge or restrict any authority the Council otherwise has under law to answer public speech with its own institutional speech through a duly noticed public process. This preserves public accountability without making the Code a general regulator of private political debate.

The proposed amendment further corrects the Code exhibit where it presently describes the maximum fine in A.R.S. § 9-234(A) as twenty five dollars. The current statute provides a maximum of twenty dollars.

I respectfully request that this matter be placed on a future Council agenda for public discussion and consideration and that the Town Attorney be asked to review the attached draft for form, municipal authority, and constitutional compliance while preserving its transparency and public accountability objectives to the maximum extent permitted by law.

Respectfully submitted,

Walter D. Hutton

CITIZEN DRAFT FOR COUNCIL CONSIDERATION AND TOWN ATTORNEY REVIEW

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA, AMENDING RESOLUTION NO. 2025-2404 AND THE CODE OF CONDUCT AND STATEMENT OF VALUES TO CLARIFY OFFICIAL AND PERSONAL COMMUNICATIONS; ESTABLISH AN ACCURACY AND CORRECTION STANDARD FOR OFFICIAL FACTUAL REPRESENTATIONS; ESTABLISH A COMPLAINT, INDEPENDENT REVIEW, AND COUNCIL RESPONSE PROCEDURE; CORRECT A STATUTORY REFERENCE; PROVIDE FOR SEVERABILITY; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the Mayor and Common Council adopted Resolution No. 2025-2404 on February 13, 2025, adopting a Code of Conduct and Statement of Values applicable to the Town Council and appointed advisory boards and commissions; and

WHEREAS, Section I of the Code states that the Code establishes procedures for addressing potential conflicts of interest or ethical violations promptly and transparently, but the Code presently contains no general operative complaint, review, findings, or Council response procedure; and

WHEREAS, Section II identifies integrity, honesty, transparency, and public trust as guiding principles and states that Public Officials can enhance public trust by ensuring that communications are honest and truthful to the best of their knowledge and ability; and

WHEREAS, Section III.I, Public Statements, correctly recognizes that Public Officials do not lose their constitutional speech rights by becoming elected or appointed, and the Council intends to preserve those rights while drawing a clear line between personal political speech and communications made in an official capacity; and

WHEREAS, the United States Supreme Court has held that a State may not apply to an elected legislator a First Amendment standard stricter than that applicable to a private citizen or limit the legislator's capacity to express views on matters of public policy, Bond v. Floyd, 385 U.S. 116 (1966); and

WHEREAS, Article II, Section 6 of the Arizona Constitution and the First Amendment to the United States Constitution protect speech on public issues, and the United States Supreme Court has held that false statements are not categorically outside constitutional protection, United States v. Alvarez, 567 U.S. 709 (2012); therefore, this amendment is not intended to create a general truth policing rule for political speech; and

WHEREAS, consistent with Lindke v. Freed, 601 U.S. 187 (2024), an official does not act on behalf of government on social media merely because the official holds office or discusses public matters, and official social media activity depends on actual authority and a purported exercise of that authority; and

WHEREAS, consistent with Houston Community College System v. Wilson, 595 U.S. 468 (2022), a public body may express institutional disapproval of an elected member through a censure that operates as the body's own speech, without converting that censure into exclusion from office or deprivation of the legal privileges of office; and

WHEREAS, the Town Council is authorized by A.R.S. § 9-234 to prescribe rules for the government of its proceedings, and Town Code § 2-01-020 provides that the powers of the Council may be exercised by ordinance, resolution, order, or motion; and

WHEREAS, the Council finds that public trust is best protected by a procedure that is open to the public, requires independent review when an elected Councilmember is accused, imposes a heightened evidentiary standard, protects private speech, and limits Council remedies against elected officials to nonmonetary institutional responses;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, as follows:

SECTION ONE. Section III.I, Public Statements, is amended by adding the following paragraphs at the end:

For purposes of Sections III.P and III.Q only, an "Official Communication" means a communication made by a Public Official in any of the following circumstances:

(1) Through a Town owned or controlled website, social media account, publication, electronic account, email address, press release, letterhead, or other official communication channel;

(2) During a duly noticed meeting while the Public Official is participating as a member of the public body; or

(3) In another forum, including a personal social media account, podcast, interview, letter, article, or public appearance, when the Public Official possesses actual authority to communicate on behalf of the Town or the Public Official's public body concerning the subject addressed and, considering the content, function, and context of the communication, purports to exercise that authority.

A Public Official's use of an official title, identification as an officeholder, discussion of Town matters, use of a personal account, or repetition or sharing of information already publicly available from the Town does not, standing alone, make a communication an Official Communication. A communication that does not satisfy the definition above is a "Personal Communication" for purposes of Sections III.P and III.Q and is not subject to Section III.P solely because it concerns the Town, Town policy, a ballot measure, a public controversy, or another matter of public concern.

Nothing in these added paragraphs changes or eliminates the disclaimer and Town letterhead requirements already contained in Section III.I.

SECTION TWO. A new Section III.P is added as follows:

P. Accuracy and Correction of Official Factual Representations

1. Definition. An "Official Factual Representation" is an assertion presented as an existing, objectively verifiable fact, and as information attributable to the Town or the Public Official's public body, in an Official Communication concerning: the text or status of a Town record, ordinance, resolution, policy, agenda, or staff report; an action or vote of a Town public body; a Town expenditure, receipt, contract, grant, purchase, or funding source; the existence or operation of a Town program, project, service, equipment, or facility; or a comparable existing fact concerning an action or operation of the Town or a Town public body.

2. Materiality. A factual representation is "material" only if its truth or falsity could reasonably affect a person's understanding of an official Town action, record, decision, expenditure, program, or operation in a meaningful way.

3. Standard. A Public Official acts inconsistently with the principles of Integrity and Public Trust in Section II when, in an Official Communication, the Public Official makes an Official Factual Representation that is materially false and the Public Official actually knows the representation is false at the time it is made.

4. Protected and excluded expression. This Section does not apply to opinion, criticism, policy advocacy, campaign advocacy, predictions, rhetorical hyperbole, satire, parody, questions, characterizations of motive or intent, disputed interpretations of law or policy, or a good faith factual mistake. A good faith reliance on a Town record, a staff communication, legal advice, or another source reasonably believed to be accurate does not establish actual knowledge of falsity.
5. Correction and clarification. A Public Official who learns that an Official Factual Representation was materially false is encouraged to correct or clarify the representation promptly through the same official channel or a reasonably comparable official channel. A prompt correction or clarification is mitigating and does not, by itself, establish that the Public Official knew the original statement was false. Failure to correct or clarify, without an affirmative repetition, republication, or other new Official Communication, is not an independent violation of this Section. The mere continued online availability of an earlier communication is not a new violation.
6. Narrow construction. This Section shall be construed narrowly to protect speech rights. It does not apply to a Personal Communication as defined in Section III.I, and no violation may be found merely because a statement is controversial, incomplete, unpopular, sharply critical, or later shown to have been mistaken.

SECTION THREE. A new Section III.Q is added as follows:

Q. Complaint, Independent Review, and Council Response Procedure

1. Purpose, scope, and enforceable standards. This Section establishes the general procedure for receiving, reviewing, and acting on an alleged violation of this Code. An adverse finding may be based only on a provision that clearly states a mandatory or prohibitory standard and that, as applied to the alleged conduct, is lawful and sufficiently definite, or on the standard expressly created in Section III.P. Aspirational or advisory language using terms such as "should," "strive," or "encouraged" may provide context but does not, standing alone, support an adverse finding. Adoption of this procedure does not expand the substantive reach of an existing Code provision, convert protected personal speech into a violation, or create a new violation from conduct that was not prohibited before this Resolution. This Section is intended to provide a fair and transparent institutional process and does not create a criminal offense, civil cause of action, private right of action, entitlement to damages, or monetary penalty.
2. Who may file. Any person may submit a complaint. A complaint shall be signed and filed with the Town Clerk. It shall identify the Public Official complained of, the Code provision allegedly violated, the specific conduct or statement at issue, the approximate date and forum, and the evidence reasonably available to the complainant, and a certification that the factual assertions are true and correct to the complainant's knowledge, information, and belief. For an allegation under Section III.P, the complaint shall quote or accurately identify the specific factual representation and state the facts supporting the allegation that it was an Official Communication, materially false, and actually known to be false.
3. Time for filing. A complaint shall be filed within one year after the alleged conduct. The one year period shall be tolled while material facts necessary to state the complaint were not reasonably discoverable from public information or information available to the complainant. This paragraph does not revive conduct that predates the effective date of a substantive Code provision.
4. Acknowledgment and cure. Within five business days after receipt, the Town Clerk shall acknowledge the complaint and provide a copy to the Public Official named in the complaint and to the person responsible for the legal sufficiency review. A complaint missing a required item shall

not be rejected without a reasonable opportunity, not less than ten business days, to cure the omission.

5. Independent Reviewer. A complaint against the Mayor or a Councilmember shall be reviewed and investigated by an attorney outside the Town Attorney's Office serving as Independent Reviewer. The Town Attorney, in consultation with the Town Clerk and subject to applicable procurement requirements, shall arrange for the Independent Reviewer. The Public Official who is the subject of the complaint shall have no role in selecting the reviewer. The reviewer shall disclose any relationship that could reasonably call impartiality into question. A complaint against an appointed board or commission member may be reviewed by the Town Attorney unless a conflict or appearance of conflict reasonably requires outside counsel.

6. Legal sufficiency review. Within fifteen business days after receiving a complete complaint, the reviewer shall issue a written sufficiency determination. The reviewer shall assume the well pleaded factual allegations are true only for this threshold determination and shall decide whether the alleged facts, if proven, could constitute a violation of an enforceable provision of this Code. A complaint may also be dismissed at this stage if it is materially duplicative of a complaint finally resolved on the same conduct and presents no material new evidence. A dismissal shall identify the reason. A sufficiency determination is not a finding that a violation occurred.

7. Investigation and response. If a complaint is legally sufficient, the reviewer shall provide the Public Official a reasonable opportunity, not less than ten business days, to submit a written response and supporting evidence. The reviewer may interview witnesses and request relevant records consistent with law. The complainant shall be given a reasonable opportunity to address materially new factual information relied upon by the reviewer. The burden remains on the evidence supporting the alleged violation; the Public Official is not required to prove innocence or prove that a challenged statement was true.

8. Written report. Absent good cause stated in writing, the reviewer should complete the review within forty five days after the sufficiency determination. A single extension of not more than thirty additional days may be used when reasonably necessary. The final report shall identify the allegations reviewed, summarize material evidence, state findings and legal conclusions, identify any unresolved factual disputes, and state whether the evidence satisfies the standard in paragraph 10. The report shall be provided to the complainant and the Public Official and filed with the Town Clerk, subject to redaction or withholding required by law.

9. Public Council consideration. Any Council consideration of a complaint or proposed Council response shall be specifically identified on a meeting agenda in compliance with Arizona Open Meeting Law. Except in an actual emergency as permitted by law, the Council shall not take final action on the merits until the final review report and nonconfidential supporting material relied upon for proposed action have been publicly available for at least five business days. The merits of the complaint and any proposed Council response shall be discussed and decided in public. Nothing in this Section prevents an executive session for legal advice or confidential records when independently authorized by law, but no final action may be taken in executive session. The complainant and the Public Official shall each receive a reasonable opportunity to address the Council.

10. Standard of proof and findings. No violation may be found unless supported by clear and convincing evidence. For an allegation under Section III.P, the Council shall make separate findings that the challenged communication was an Official Communication, that it contained an objectively verifiable Official Factual Representation, that the representation was materially false, and that the Public Official actually knew it was false when made. Protected or excluded expression identified in Section III.P.4 may not support a violation.

11. Council action concerning an elected official. To reduce the risk that this process is used for ordinary political disagreement, an adverse finding, formal reprimand, or formal censure of the Mayor or a Councilmember under this Section requires at least five affirmative votes of the full seven member Council, or any greater vote required by law. A formal censure is an institutional expression of disapproval and does not alter the legal powers, privileges, compensation, voting rights, meeting rights, or term of office of the elected official. Available actions are limited to: dismissal of the complaint; a finding of no violation; a finding of violation with no additional response; a public request for correction or clarification; a formal reprimand; a formal censure; publication of adopted findings; or referral of evidence of a possible violation of law to an agency having lawful jurisdiction.

12. Appointed officials. For an appointed board or commission member, the Council may take the actions listed above and may take other nonmonetary action, including training or removal from an appointed position, only to the extent independently authorized by law and the rules governing that appointment.

13. No unauthorized penalties. This Section does not authorize a monetary fine, reduction of compensation, loss of voting rights, exclusion from meetings, suspension from elected office, or removal of an elected official. Nothing in this Code enlarges or diminishes authority independently conferred by state law.

14. Institutional counterspeech. Nothing in this Code enlarges or restricts authority the Council otherwise possesses under applicable law to adopt, at a duly noticed public meeting, a resolution expressing the Council's institutional disagreement with, correction of, or disapproval of public speech or conduct of an elected member, including speech that does not constitute a violation of Section III.P. An action taken under authority independent of this Code does not, by itself, constitute a finding that the member violated this Code. Nothing in this paragraph authorizes a material penalty or an alteration of the elected official's legal powers, privileges, compensation, voting or meeting rights, or term of office.

15. Retaliation. No Public Official shall use Town authority, personnel, funds, property, access, or another official power to retaliate against a person because that person filed a good faith complaint, provided evidence, or participated in a review under this Section. This paragraph does not prohibit criticism, disagreement, rebuttal, or other protected speech.

16. Public access and records. Subject to Arizona public records law and lawful confidentiality requirements, the Town Clerk shall maintain a publicly accessible index after a complaint has either been found legally sufficient or finally disposed of. The index shall show the filing date, the Public Official named, the Code section alleged, and the status and final disposition. Final review reports for complaints found legally sufficient and any Council resolutions or adopted findings shall be posted on the Town website. Nothing in this paragraph requires proactive publication of an unresolved complaint before the legal sufficiency determination, and nothing in this paragraph alters any disclosure obligation that otherwise exists under Arizona public records law. Personal information and records required by law to remain confidential shall be redacted or withheld as required by law.

17. Procedural deadlines. The time periods in this Section are intended to promote prompt review. A missed procedural deadline does not by itself determine the merits or invalidate a proceeding absent substantial prejudice, but any material delay shall be explained in writing and included in the public file.

SECTION FOUR. The statutory reference in the existing Exhibit to the Code is corrected as follows:

In Item A of the Exhibit, the reference to a fine "not exceeding $25" under A.R.S. § 9-234(A) is amended to read "not exceeding $20," consistent with the current statutory text. No other change to Item A is intended by this Section.

SECTION FIVE. Prospective application and preservation of existing law.

Sections III.P and III.Q, as added by this Resolution, apply prospectively. No person may be found in violation of a newly created substantive standard based solely on conduct occurring before the effective date of this Resolution. Nothing in this Resolution limits any authority, remedy, right, obligation, or process that exists independently under the United States Constitution, the Arizona Constitution, Arizona law, the Town Code, or another existing Town policy.

SECTION SIX. Severability.

If any provision, phrase, clause, sentence, subsection, or application of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions and applications shall remain in effect to the fullest extent permitted by law. The Council declares that it would have adopted the remaining provisions independently, including the complaint and transparency procedure, even if a court were to invalidate all or part of Section III.P.

SECTION SEVEN. Continuation of existing Code.

Except as expressly amended by this Resolution, Resolution No. 2025-2404 and the Code of Conduct and Statement of Values remain in full force and effect.

SECTION EIGHT. Effective date.

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 _____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

Outlook

Written Statement for the Record - Code of Conduct Discussion (Item 11.b), September 10, 2026 Council Meeting

From Walt Hutton <walthutton@gmail.com>
Date Wed 9/9/2026 3:29 PM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>
Cc Kell Palguta <kpalguta@prescottvalley-az.gov>; Gilbert Davidson <gdavidson@prescottvalley-az.gov>; Town Council External <council@prescottvalley-az.gov>

1 attachment (5 KB)
2026_09_09 Hutton_Written_Statement_Code_of_Conduct_2026-09-10-3.pdf;

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

Subject: Written Statement for the Record - Code of Conduct Discussion (Item 11.b), September 10, 2026 Council Meeting

Fatima,

Attached is my written statement for the record regarding tonight's Council discussion of the Code of Conduct for Elected Leaders and Officials, including Agenda Item 11.b.

I plan to speak on this matter under Call to Public and will bring a hard copy as well, but wanted to ensure this is entered into the official record and forwarded to the Mayor, Council, and Mr. Davidson in advance of or during the meeting.

Please let me know if you need anything further from me.

Thank you,

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

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

September 10, 2026

VIA TOWN CLERK

Fatima Fernandez, Town Clerk
Town of Prescott Valley
7501 E. Skoog Boulevard
Prescott Valley, AZ 86314

RE: Written Statement for the Record – Code of Conduct for Elected Leaders and Officials (Resolution No. 2025-2404) – September 10, 2026 Council Discussion

Mayor Palguta, Members of the Council, Mr. Davidson:

I respectfully submit this written statement for the official record, in addition to and in support of my remarks delivered orally under Call to Public at the Council's discussion of the Code of Conduct for Elected Leaders and Officials on September 10, 2026.

Statement

Good evening, Mayor, Council, Mr. Davidson.

My name is Walt Hutton. I live in Prescott Valley.

I am here about the Code of Conduct for elected leaders and officials, Resolution 2025-2404. I reviewed it and found a gap. The Code does not address what happens when an official makes a false statement of fact, in an official capacity, and later refuses to correct it. There is also no standard for off-duty conduct that affects fitness for office.

On August 31, 2026, I submitted a citizen draft amendment to close this gap. It does two things. First, it sets an accuracy standard: officials who make factual misstatements in their official capacity should correct the record. Second, it creates a complaint and independent-review procedure, so residents have a real path to raise these issues instead of no path at all.

Right now, if an official misleads the public and will not correct it, there is nothing in the Code that addresses it. That is not a partisan point. It applies to anyone who holds office, regardless of party or position.

I am asking the Council to take up this amendment, refer it to staff or legal counsel for drafting, and place it on a future agenda for a vote. I am happy to work with the Town Attorney's office on the language.

I would also like to address Agenda Item 11.b, the staff report proposing to restore Section IV, Reporting, to the Code. That attachment is the unmodified February 13, 2025 Ethics and Standards Policy language. It does not incorporate the citizen draft I submitted on August 31. It does not contain an accuracy standard for materially false official factual representations. It limits who may file a complaint to Public Officials and directly aggrieved staff, rather than any person. It routes review through the Town Attorney's office in the first instance rather than independent outside counsel from the start. It uses a four-vote threshold rather than five. And it still lists a monetary fine referencing the outdated $25 figure under A.R.S. Section 9-234(A), which I noted in my August 31 submission is now $20 under the current statute.

I ask that the Council not treat Item 11.b as a substitute for the August 31 citizen draft, and that the two be reconciled, with input from the Town Attorney's office, before any version of Section IV is brought back for a vote.

Thank you.

Respectfully submitted,

Walter D. Hutton
Resident, Prescott Valley, Arizona

Attachment: August 31, 2026 citizen draft amendment to Resolution No. 2025-2404 (previously submitted)

Outlook

Written Statement for the Record – Code of Conduct (Resolution 2025-2404) – September 10, 2026 Council Meeting

From Walt Hutton <walthutton@gmail.com>
Date Thu 9/10/2026 4:54 PM
To Fatima Fernandez <ffernandez@prescottvalley-az.gov>

1 attachment (49 KB)
2026-09-10_Hutton_Reconciled_Written_Statement_CoC.pdf;

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

Ms. Fernandez,

Please accept the attached written statement for the official record, submitted in addition to and in support of my Call to the Public remarks this evening on the Code of Conduct for Elected Leaders and Officials, Resolution No. 2025-2404. The remarks were read on my behalf by proxy speaker Michelle Sullivan per ADA accommodation.

The statement also responds to Agenda Item 11.b and requests that the Council not treat that staff report as a substitute for the citizen draft amendment I submitted on August 31, 2026.

Please confirm receipt and entry into the record, and distribute to the Mayor, Council, and Mr. Davidson as appropriate.

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

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

September 10, 2026

VIA TOWN CLERK
Fatima Fernandez, Town Clerk
Town of Prescott Valley
7501 E. Skoog Boulevard
Prescott Valley, AZ 86314

RE: Written Statement for the Record – Code of Conduct for Elected Leaders and Officials (Resolution No. 2025-2404) – September 10, 2026 Council Discussion

Status: Disabled U.S. Marine Corps veteran; Call to the Public remarks read into the record by proxy speaker Michelle Sullivan per ADA accommodation, Title II, 28 CFR § 35.130(b)(7)

Mayor Palguta, Members of the Council, Mr. Davidson:

I respectfully submit this written statement for the official record, in addition to and in support of the remarks read on my behalf by proxy speaker Michelle Sullivan under Call to the Public at tonight's discussion of the Code of Conduct for Elected Leaders and Officials, Resolution 2025-2404.

Statement

My name is Walt Hutton. I am a resident of Prescott Valley, and I am here about the Code of Conduct for elected leaders and officials, Resolution 2025-2404. I reviewed it and found a gap.

The current Code says it establishes procedures for addressing ethics violations “promptly and transparently,” but it does not actually contain a complaint or review procedure — there is no mechanism. The Code also names honesty as a core value, but has no standard for what happens when an official knowingly makes a false statement of fact, in an official capacity, and later refuses to correct it. There is also no standard for off-duty conduct that affects fitness for office.

On August 31, 2026, I submitted a citizen draft amendment to close these gaps. It does two things, narrowly. First, it sets an accuracy standard: officials who make factual misstatements in their official capacity — with actual knowledge of falsity, not honest mistakes — should correct the record. This applies only to official communications, not personal social media, opinions, or political speech, which remain expressly protected. Second, it creates a complaint and independent-review procedure, so residents have a real path to raise these issues instead of no path at all. Any complaint against the Mayor or a Councilmember goes to an independent outside reviewer, requires clear and convincing evidence, and needs five affirmative Council votes before any finding. There is no fine and no removal — only correction, reprimand, or censure.

This proposal is prospective and neutral. It does not target any current official, statement, or controversy. That applies to anyone who holds office, regardless of party or position.

I am asking the Council to take up this amendment, refer it to staff or legal counsel for drafting, place it on a future agenda for formal discussion and a vote, and direct the Town Attorney to review it for form and legal sufficiency. I am happy to work with the Town Attorney's office on the language.

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Thank you.

Respectfully submitted for the record,
Walter D. Hutton
Resident, Prescott Valley, Arizona

Attachment: August 31, 2026 citizen draft amendment to Resolution No. 2025-2404 (previously submitted)

EL 6:15pm

RECEIVED
SEP 10 2026
TOWN CLERK DEPT.

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

September 10, 2026

VIA TOWN CLERK
Fatima Fernandez, Town Clerk
Town of Prescott Valley
7501 E. Skoog Boulevard
Prescott Valley, AZ 86314

RE: Written Statement for the Record – Code of Conduct for Elected Leaders and Officials (Resolution No. 2025-2404) – September 10, 2026 Council Discussion

Status: Disabled U.S. Marine Corps veteran; Call to the Public remarks read into the record by proxy speaker Michelle Sullivan per ADA accommodation, Title II, 28 CFR § 35.130(b)(7)

Mayor Palguta, Members of the Council, Mr. Davidson:

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Statement

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I ask that the Council not treat Item 11.b as a substitute for the August 31 citizen draft, and that the two be reconciled, with input from the Town Attorney's office, before any version of Section IV is brought back for a vote.

Thank you.

Respectfully submitted for the record,
Walter D. Hutton
Resident, Prescott Valley, Arizona

Attachment: August 31, 2026 citizen draft amendment to Resolution No. 2025-2404 (previously submitted)





Non Partisan

Kell Palguta

My Choice

What measures, if any, would you support to ensure accountability, transparency, and ethical conduct among elected officials?

Accountability, transparency, and ethical conduct are essential to maintaining public trust in government. I believe elected officials should be held to the highest standards because we work for the residents, not ourselves.

I support open meetings, clear communication, public access to information, and opportunities for residents to participate in the decision-making process. Citizens should be able to see how decisions are made and how taxpayer dollars are being spent.





Non Partisan

Kell Palguta

My Choice

I support open meetings, clear communication, public access to information, and opportunities for residents to participate in the decision-making process. Citizens should be able to see how decisions are made and how taxpayer dollars are being spent.

I am proud that Prescott Valley adopted its first Ethics and Integrity Policy for elected officials during my time as Mayor. This policy established clear expectations regarding ethical conduct, conflicts of interest, professionalism, and accountability.

I also believe elected officials should be respectful, prepared, informed, and willing to answer tough questions from the public. Transparency is more than following the law, it is building trust through honesty and openness.

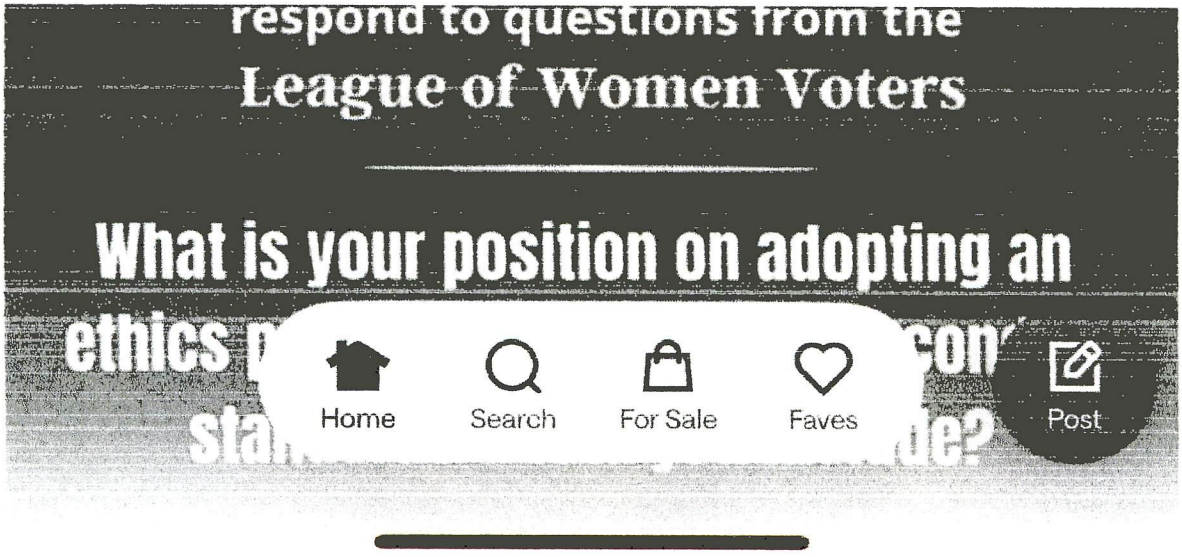
Show Less

MATT ZURCHER

I am in favor of a Code of Conduct / Ethics Policy for elected and appointed officials. The Town has an existing, older policy that applies to Town employees that requires updating, and it is unclear how (or if) it may apply to the Town's elected officials – in my experience, it is applied in varying degrees to appointed officials ("volunteers"), though they are not specifically referenced in the policy. The Town needs a clear, updated policy for all Town officials: elected, appointed, and employees.

Source: Vote411.org

static1.squarespace.com





Mayor Kell Palguta
Jul 25 ·



Terri Bradshaw · 1w
Wow! Leave it to Isabel to make up BS lies because things didn't go her PVCA way. No one is surprised at her attack. She and her activist newby hubby need to go TF away...


Reply 16



Mayor Kell Palguta · 6d · Author
Isabel is a pathological liar along with her other minions on Nextdoor. I am glad everyone saw through the charade and voted according to PV values.

Reply 10



Mike Kincaid · 6d
Got that right 

Reply 1

successful businesses?

Reply 2

Bruce Evans · 4h

There's a reason I labeled them the Boo-Hoo Birds several months ago. They are FOR nothing. They OPPOSE everything that would benefit PV citizens. You're right Vic, with the BHBs, it's all about hating Palguta and the Fains. Reflexively negative activists for activism's sake. I think people are finally waking up to their lies and negative agenda. Thank goodness they have but three of their puppets on Council. We are working to reduce that #, either w recalls or at next election in '28.

Reply 1

Bill Musolf · 4h

Bruce Evans they will pay.

Reply

Bruce Evans · 4h

Bill Musolf I hope so. There is a line. They crossed it.

Reply

Bill Musolf · 3h

Bruce Evans yup.

Reply

Prescott Valley, AZ · Join
Michelle Burchill, Yavapai County Recorder · Jul 25 ·

Mayor Kell Palguta · 3w · Follow
Terri Bradshaw she really is a sad pathetic person. Ill pray for her.

Reply 4

Mayor Kell Palguta · 3w · Follow
Isabel Cerecedes is one of the worst type of cancers to live in a community. She will constantly spread lies and try to divide residents with the goal of making others as miserable and pathetic as she is.

The behavior Isabel displayed threatening you and attacking your husbands business is one of 50 examples I can give to how awful she is.

Their cabal is just really upset that their feeble attempt to gain majority failed miserably and the direction of Prescott Valley will continue exactly as it has with me as Mayor.

Reply 14

Not true - defamation

View hidden comments
Comments were hidden because they may be offensive, off-topic or spam.

Related groups

Dewey-Humboldt Life
14K members • 10+ post... Join

Write a public co...

Prescott Valley Unedited · Join
Bill Musolf · 1d ·

business-oriented people?

Reply 3

Bill Musolf · 1d · Author
Orion Fugit Neigel is the radical. Classic Alinsky tactic.

Reply 1

Michael Lee Greer · 1d · by Author
I am beyond offended by his remarks. The "left wing radicals" are his friends in the PVCA. On ND numerous members (friends of his) argued against the Save Act and said there was no voter fraud. That sounds pretty "left wing" to me.

How dare he presume he is the only "Christian" who ran for public office. The Lord is my guide everyday. To claim if you disagree with someone they aren't Christian is one of the most unchristian claims I've ever heard.

Reply 5

Bill Musolf · 1d · Author
Michael Lee Greer he is a bitter old man who thought he could bully his way to Mayor, supported by a disgusting group of supporters.

Reply 2

Bruce Evans · 22h

Randy Vosberg Decent people pay no attention to PVCA. Your mob has shown its true colors. Wear it. Crawl back into your hole. The events of today prove it. Your mob epitomizes lies and evil.

Reply 1

Randy Vosberg · 22h

Bruce, before you accuse anyone else of being a "mob," maybe take a look in the mirror. The only vile comments here are the ones you and Bill keep hurling at me. I've consistently refrained from name-calling, yet you both have turned every post into a string of insults and invented labels. That isn't evidence, it's bullying from behind a keyboard.
If you want to be taken seriously, stop with the rhetoric and start with proof. Until then, your words expose you not me, not PVCA as the one's relying on slander and hostility instead of facts.

Reply 1

Randy Vosberg · 21h

Bill, your attempt to tie Kelly's

Mayor Kell Palguta
2h ·

Mayor Kell Palguta · 2h · Author
Kelly Gerard are you seriously trying to double and triple down by not just apologizing and say you made a mistake by making the comment??? You and your PAC are the worst pieces of trash around here.

Reply 7

Kymberli Lopez · 26m · by Author
Kelly Gerard bitch, I don't need to apologize for using my husband's badge for anything. It's MY husband's badge. You want to have a private conversation with me? pick up the phone and call me

Reply 1

Kymberli Lopez · 44m
Mayor Kell Palguta gloves are off. I will defend my family.

Reply

Mayor Kell Palguta · 53m · Author
Kymberli Lopez as it should be. You have nothing to apologize for. I'm the one sorry that dirtbags like Kelly Gerard and the PVCA exist in our community.

Reply

Write a comment...

10:52

Mayor Kell Palguta
2h ·

Phil Rousselle · 1h · by Author
Kelly Gerard Hopefully they are safe in the job. Good for them. Must be embarrassing for them to be related to garbage

Reply 1

Kelly Gerard · 1h
Phil Rousselle do are you. I have law enforcement in my family and she used her husband during her run!! My opinion and this is a free country

Reply

Mayor Kell Palguta · 2h · Author
Kelly Gerard maybe read my post a little slower or have someone else explain it to you using smaller words.

Reply

Phil Rousselle · 2h · by Author
Kelly GerardPOS

Reply 3

Kelly Gerard · 2h
Mayor Kell Palguta are you saying I am part of a PAC?? PROVE IT OR ITS LIABLE

Reply

Write a comment...

Mayor Kell Palguta
2h ·

Mayor Kell Palguta · 2h · Author
Lisa Lonne-Kellett not going to apologize for anything on this one. Political Action Committees such as PVCA who claim to be for the community are nothing more than bomb throwers hiding behind a cute motto. Residents need to know the truth.

Reply 20

Tara Fitch · 50m
Kelly Gerard Libel*

Reply

Kymberli Lopez · 1h
Kelly Gerard you are the one that started this you are WAY MORE liable. Your Law enforcement family should be ashamed of you

Reply

Kymberli Lopez · 1h
Kelly Gerard guilty by association

Reply

Phil Rousselle · 1h · by Author
Kelly Gerard Hopefully they are safe in the job. Good for them. Must be embarrassing for them to be related to garbage

Write a comment...

Kelly Gerard · 3h

Margaret Hopper If YOU say I'm in a PAC it lible. Taking names

Reply 1

Mayor Kell Palguta · 3h · Author

Kelly Gerard yes please make a massive list and when you are done with the list you know where to stick it.

Reply 2

Chris Winder · 1h

libel*

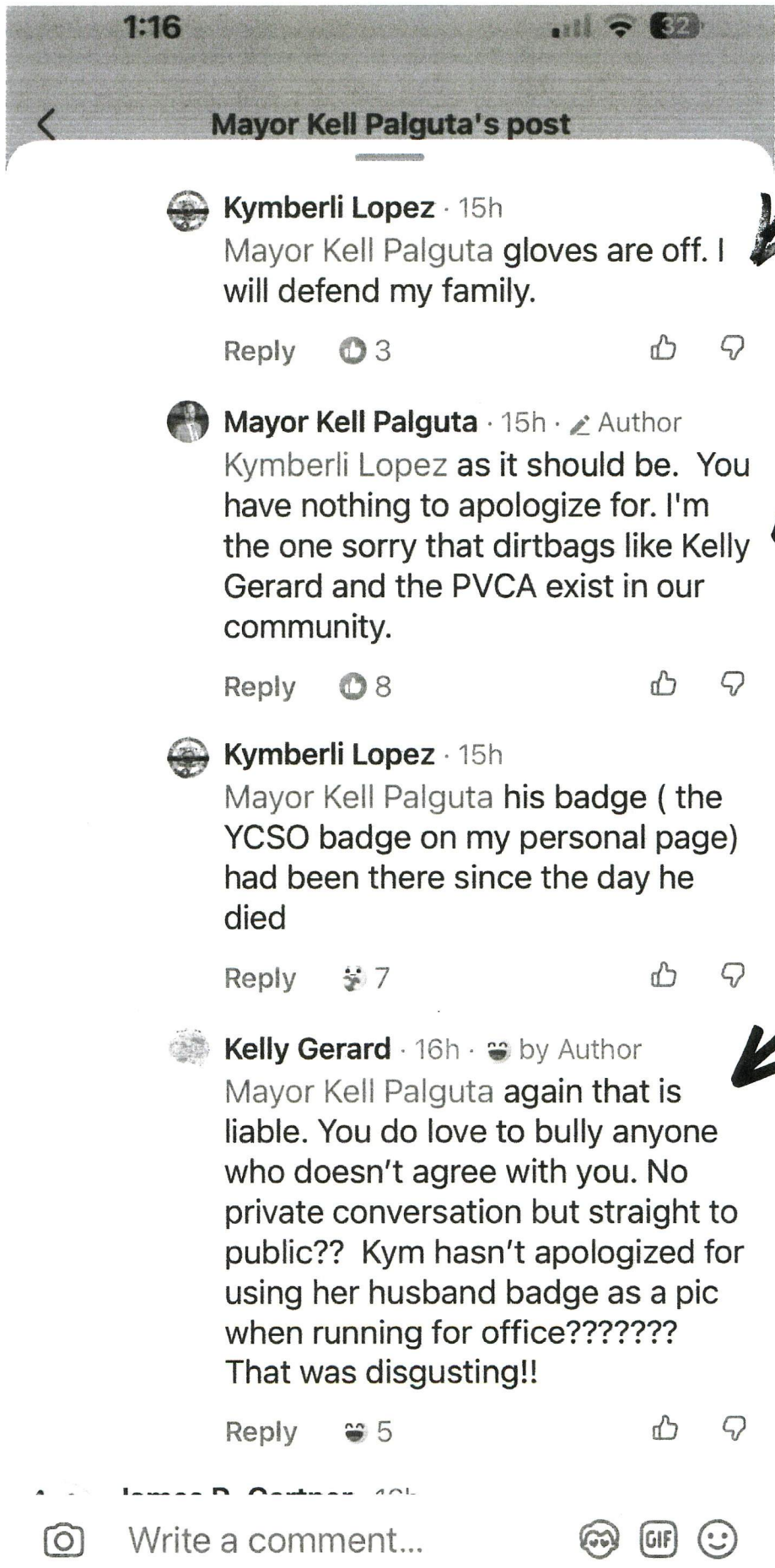
Reply

Most Relevant is selected, so some replies may have been filtered out.

Lisa Lonne-Kellett · 17h

Please ignore this stuff. You're the mayor

Write a comment...


1:16
Mayor Kell Palguta's post
Kymberli Lopez · 15h
Mayor Kell Palguta gloves are off. I will defend my family.
Reply 3
Mayor Kell Palguta · 15h · Author
Kymberli Lopez as it should be. You have nothing to apologize for. I'm the one sorry that dirtbags like Kelly Gerard and the PVCA exist in our community.
Reply 8
Kymberli Lopez · 15h
Mayor Kell Palguta his badge (the YCSO badge on my personal page) had been there since the day he died
Reply 7
Kelly Gerard · 16h · by Author
Mayor Kell Palguta again that is liable. You do love to bully anyone who doesn't agree with you. No private conversation but straight to public?? Kym hasn't apologized for using her husband badge as a pic when running for office??????? That was disgusting!!
Reply 5
Write a comment...
GIF



Prescott Valley Unedited · Join
Kymberli Lopez · 3h ·

best. I've said worse things than my recent insult to Randy V and no consequences. Hang tight and know that everyone in your sphere understands the tragedy that befell your family. 🩶

Reply 1



Michael Lee Greer · 2h
I asked Kelly when Kym did that. I was at every candidate forum and never heard Kym do that.

Reply 2



Vic Paulson · 3h · Admin
You have our support and understanding.

Reply 4



Jim Lawson · 38m
Kim, I'm so sorry that someone would say such a horrible and shameful thing.

Reply 1



Bill Musolf · 25m
I am so pissed off at the PVCA and their supporters cabal right now. They will rue the day that they pissed me off.
Get ready for war, Vosberg, Graham, Drugstore Girl, Caros, Neigel, all BHBs and the rest of you ass holes.

Reply

Write a public comment...



Mayor Kell Palguta
2d ·

Arizona Audit · 2d
Wait haven't you attacked constituents the same way?

Reply 12

Mayor Kell Palguta · 2d · Author
Arizona Audit only the dumb ones. I also don't live in another state 2 months a year or have ever tried to to get " Council Courtsey" with the police to avoid a Criminal Speeding ticket.

Reply 1

Arizona Audit · 2d
Mayor Kell Palguta I agree no politician should be able to get out of a ticket. But don't you think calling him out for it, a little hypocritical? Is there a statute that covers being out of state for 2 months while a sitting council member. That would be the route to go.

Reply 1

Most Relevant is selected, so some replies may have been filtered out.

Michael Lee Greer · 1d
Arizona Audit I've never seen the Mayor yell or swear at anyone but have seen the Councilman do it repeatedly.



Mayor Kell Palguta
1d ·



Mayor Kell Palguta · 1d · Author

Ken Freund please go back and watch the video of the meeting and not misquote me. I spoke AFTER you so why would I say " what Couincilman Freund is about to say never happend." How would I deny something that was not said first?

I did say you would be dead in 5 years but I said I would still be here living life. Never said I couldn't wait. I could care less what happens to you.

Good attempt at trying to play victim. No one is buying it, you have a short temper and can not handle being called out on your own actions.... See more

Reply 2



Ken Freund · 1d

Kell: Look in the mirror and say this to yourself out loud: Just admit you lack the temperament and ability to the job you were elected to by the resudents (sic) of Prescott Valley. When you told me that I would be dead in 5 years and you couldn't wait, and then denied what you said to me at the Council meeting.

Mayor Kell Palguta
1d ·

Mayor Kell Palguta · 2h · Author
Ken Freund if you have not figured it out yet I will never " need" your vote. You will continue to be an ineffective Councilmember accomplishing nothing.

Reply

Ken Freund · 2h
You didn't answer my question about how when you have met with me and Councilmember Kiehl to discuss issues? Hint: Telling me in the parking lot that I'll be dead in 5 years does not count!

Reply

Mayor Kell Palguta · 2h · Author
Ken Freund I didnt know you needed your hand held to do Council Duties. Now that I do know your needs Ill make better accomodations for you.

Reply · 1

Mayor Kell Palguta · 5h · Author
Ken Freund so your excuse is" the mayor treats me bad so I'm going to turn my back on tve residents who elected me and not doing any of my elected official duties." Totally makes

ITEM NO. 9b

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

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 September 24, 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 September 24, 2026

RECOMMENDED MOTION:
Motion to approve the Regular Town Council Meeting Minutes of September 24, 2026.
VOTE.

STAFF RECOMMENDATION:
Staff recommends approval of the Regular Town Council Meeting Minutes of September 24, 2026.

FISCAL ANALYSIS:
N/A

Attachments

Regular Town Council Meeting Minutes of September 24, 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
September 24, 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 Prescott Valley Police Department Chaplain Chita Olson 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. Code Compliance Specialist Appreciation Month [Traci Lira, Neighborhood Services Director]

The Town of Prescott Valley proclaimed October 2026 as National Code Compliance Specialist Month and encouraged residents to recognize and express their appreciation for the dedication and service of the Town's Code Compliance Specialists.

Traci Lira, Neighborhood Services Director, thanked the Mayor and Council for the recognition and expressed appreciation for the Code Compliance team's professionalism, dedication, and service to the community.

b. Ovarian Cancer Awareness Month [Rachel Sackett-Putman, National Ovarian Cancer Coalition Board Member] - **Added 9/21/26**

Mayor Palguta announced the Town of Prescott Valley's recognition of September 2026 as Ovarian Cancer Awareness Month and noted that no one was present to accept the proclamation.

5. SCHEDULED ANNOUNCEMENTS AND PRESENTATIONS

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

Steve Bracety, Prescott Valley Chamber of Commerce President/CEO, provided an update on recent and upcoming activities, including the Annual Pronghorn Golf Tournament, which raised funds for an additional Chamber Foundation scholarship; Prescott Valley Restaurant Week, scheduled for October 9–18, 2026; continued growth of the Chamber's membership and Business Academy; and the upcoming annual Puente de la Comunidad, Bridge to the Community, event.

6. CALL TO THE PUBLIC

Public Comment #1: Resident Lawrence Neigel commended the Neighborhood Services Department for providing exceptional customer service through the Town's Tool Box program. He specifically recognized staff for their professionalism, courtesy, and commitment to serving the community.

Public Comment #2: Resident Frederick Hoyt, Public Affairs Specialist with the Office of Disaster Recovery, provided information regarding Economic Injury Disaster Loans available to small businesses and nonprofit organizations impacted by the recent pocket fire. He outlined eligibility, loan terms, application resources, and the May 11, 2027 application deadline.

Public Comment #3: Laura Covell referenced results of a recent poll regarding the Town's use of Flock cameras, citing concerns related to privacy, data use, public oversight, and Council approval. She requested that the Council consider the survey results in evaluating the future use of the camera program. She then stated that her prior objections, open meeting law complaint, public records requests, and preservation of demands remain unchanged and that her participation is not consent to the program or ratification of prior

actions, reserving all rights and remedies. [NextGen Polling of Flock/ALPR Usage attached hereto.]

Public Comment #4: Resident Bruce Tenke raised concerns regarding public statements about the size and terms of the Amazon deal and stated that he wanted to bring the matter to the public's attention regarding his understanding of the parcel in question.

Public Comment #5: Resident Joe Colosimo addressed comments made at a previous Council meeting regarding Proposition 404 and disputed information contained in materials distributed to residents. He also addressed criticism regarding his service on the Planning and Zoning Commission based on personal disagreements rather than his performance as a commissioner.

7. COUNCIL COMMUNICATIONS: SUMMARY OF CURRENT EVENTS

Councilmember Kiehl thanked the volunteers who assisted with the Healing Field event and expressed appreciation for the strong community turnout.

Councilmember Freund announced his attendance at the State of the Verde Watershed Conference with Town Manager Gilbert Davidson and Water Resources Advisor Tracy Lund. He highlighted ongoing efforts to conserve the Verde River and improve water quality, along with presentations significant to the community, including the pronghorn connectivity and the Del Rio Springs land acquisition.

8. MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS

Town Manager Gilbert Davidson commented on the State of the Verde Watershed Conference and highlighted several informative sessions. He also announced the upcoming Fall Festival and an open annual community update session providing residents with the opportunity to learn about Town projects.

9. CONSENT AGENDA

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer to approve the consent agenda, items 9a. through 9d. 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 September 3, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

b. Special Town Council Executive Session Meeting Minutes of September 10, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

c. Designating Chief Fiscal Officer for Fiscal Years 2025-26 and 2026-27 Expenditure Limitation Report to Arizona Auditor General - Consideration & Possible Action (Authorize Signature) [Gilbert Davidson, Town Manager]

d. Library Board of Trustees By-Laws (Consideration & Possible Action) [Approve] [Casey Van Haren, Library Director]

10. NEW BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

a. Comprehensive Fee Schedule Update – Discussion Only [Mike Townsend, Interim Finance Director]

Stacey Bristow, Development Services Director, introduced the comprehensive fee study and outlined potential options for Council consideration. Director Bristow noted that staff had begun discussions with the Yavapai County Contractors Association (YCCA) and would continue stakeholder engagement over the next sixty days.

Robert McDermott, representative with Public Financial Management Group Consulting, LLC, presented the findings of the Development Services fee study. He explained that the study evaluated current fees against the estimated cost of providing services, benchmarked fees and fee structures against comparable jurisdictions, and considered appropriate levels of cost recovery. The analysis incorporated direct and indirect labor costs, benefits, operating costs and indirect cost allocation. McDermott indicated that the study reviewed sixty-six fee proposals, including potential changes to sixty-two existing fees and consideration of nineteen new fees. He emphasized that the findings and revenue projections were intended to provide a data-driven framework for Council consideration rather than specific recommendations. Revenue estimates were characterized as high-level and directional due to variations in fee structures, activity levels, and the lack of historical data for proposed new fees. McDermott reviewed three caveats to this process and shared an example of the cost of service analysis. The benchmarking analysis included comparable Arizona jurisdictions and sought to identify structurally similar fees where possible. McDermott noted that fee structures and updates to these schedules vary among jurisdictions. He explained that the calculated cost of service serves as a reference point for evaluating potential fee adjustments and policy decisions regarding full or partial cost recovery. McDermott then reviewed comparisons of building permit, planning, subdivision, zoning, grading, inspection, Board of Adjustment, and other fees. He summarized the findings and presented options for consideration, including self-certification, passing credit card processing fees to the payer rather than the General Fund, and establishing fees associated with construction and zoning related violation notices and red tags.

Director Bristow provided additional context regarding the fee study, noting that certain services, such as conditional use permits, can require significant staff time despite relatively low application volumes. The proposed fees would not necessarily reflect full cost recovery and that staff used conservative estimates when calculating the time required to provide services. She also discussed the potential addition of a fee for temporary certificates of occupancy due to the staff time and multiple follow-up inspections often required. Director Bristow advised of the intent for stakeholder and community input before implementation. If adopted, Director Bristow recommended having a grace period, with the new fee structure taking effect next fiscal year beginning July 1, 2027.

b. Land Use Assumptions/Infrastructure Improvement Plan - Consideration & Possible Action (Approval) [Ryan Judy, Deputy Town Manager]

Ryan Judy, Deputy Town Manager, presented an overview of the proposed Infrastructure Improvements Plan (IIP) and Land Use Assumptions (LUA) associated with the Town's non-utility development impact fees for streets, police, and parks/trails. Deputy Town Manager Judy clarified that Council was being asked to consider adoption of the IIP and LUA, not the development impact fees themselves. Development fees may not be used for operating costs and may only be used to fund new infrastructure. He reviewed the non-utility fees study timeline or milestones to include the proposed adoption of IIP and LUA. The LUA assumes an annual growth rate of 1.15%, 2.2 persons per household, and approximately 1,300 additional jobs over the next 10 years. The streets IIP includes improvements to Viewpoint Drive, Glassford Hill Road, Jasper Parkway, and Highway 69. Following stakeholder input, revisions were made to increase the unobligated balance and adjust the growth percentages for most projects to a 50/50 split, recognizing that while impact fees help fund new infrastructure, existing residents also benefit from those infrastructure improvements. The police IIP includes eligible costs associated with debt service for the Police Department expansion and funding new police vehicles and the associated equipment. The parks/trails IIP was revised to remove certain projects, including Glassford Dells Regional Park (Eastgate), while retaining planned trail improvements. Proposed lighting improvements for the T-ball field at Mountain Valley Park were also removed because a separate funding source is available for that project. Deputy Town Manager Judy reviewed the maximum supportable impact fees identified in the study, comparing them with the Town's current fees and those of other jurisdictions. He reiterated that the action before Council was limited to consideration of the IIP and LUA.

Councilmember Kiehl noted that several projects listed were not included in the Town's Capital Improvement Plan (CIP) and asked how the projects related to the CIP.

Deputy Town Manager Judy explained that a separate IIP is required for the adoption of impact fees and that it may differ from the Town's 10-year CIP. He noted that the IIP had been revised since adoption of the Town's current 10-year CIP and that future updates would assist in aligning the two plans.

Councilmember Freund noted that funding is allocated for park improvements, such as lighting, and asked whether associated ongoing costs, including electricity and maintenance, are also considered.

Deputy Town Manager Judy replied that those costs would not be included as you cannot use development impact fees for operations.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to approve the Land Use Assumptions/Infrastructure Improvement Plan 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. Prescott Valley Broadcasting Company Lease Agreement - Consideration & Possible Action (Authorize Signature) [Ryan Judy, Deputy Town Manager]

Deputy Town Manager Ryan Judy advised that when the Town purchased Glassford Hill from the State Land Department, three existing communication towers were included. The towers are utilized by the Town for public safety and meter-reading communications, CAFMA for communications, and Prescott Valley Broadcasting Company under a commercial lease. The proposed commercial lease agreement with Prescott Valley Broadcasting Company would continue the existing use with no site modifications, generate approximately $7,800 in annual revenue to the Town, require the Town to be named as an additional insured, and provide for a 10-year lease with an option for a 10-year extension.

Councilmember Freund inquired how the proposed lease rate compared to rates for comparable sites in other municipalities within the region.

Deputy Town Manager Judy responded that a lease rate comparison with other regional sites had not been conducted. The proposed rate was based on the rate previously assessed by the State Land Department, which he understood had been increased a few years earlier.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Michael Greer for the Mayor to sign the Lease Agreement with Prescott Valley Broadcasting Company for the Glassford Hill tower site 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 Town Code Provisions Regulating E-Bikes - Consideration & Possible Action (1st Reading) [Traci Lira, Neighborhood Services Director]

Traci Lira, Neighborhood Services Director, presented the first reading of the proposed e-bike ordinance, which establishes a dedicated section of the Town Code addressing e-bikes and other wheeled devices and establishes clear regulations for the operation within the Town. Following a prior Study Session discussion regarding e-bikes, two revisions were made to the proposed ordinance to include establishing a $50 fine per offense and removing the permit agreement section.

Mayor Palguta noted that the matter had been previously discussed at length and called for a motion.

Motion by Vice Mayor Matt Zurcher, seconded by Councilmember Kendall Schumacher to read Ordinance No. 2026-985 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

Fatima Fernandez, Town Clerk, read Ordinance No. 2026-985 by title only for the first reading.

e. Amendments to Town Code Chapter 12, Floodplain Management - Consideration & Possible Action (1st Reading) [John Litteer, PE, Town Engineer]

Mayor Palguta opened the public hearing.

Town Engineer John Litteer presented proposed updates to Town Code Chapter 12 Floodplain Management. The amendments were recommended following a periodic review by the Arizona Department of Water Resources (ADWR) to ensure consistency with state and federal language. It was last reviewed and updated in 2021. Town Engineer Litteer also highlighted feedback from ADWR recognizing Town staff's proficiency in floodplain mapping, modeling, and processing Letters of Map Change (LOMC), which help maintain the accuracy and currency of the Town's Flood Insurance Rate Map (FIRM).

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. 2026-984 adopting by reference that certain public record entitled "Chapter 12 Floodplain Management" once 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

Fatima Fernandez, Town Clerk, read Ordinance No. 2026-984 by title only for the first reading.

f. Opioid Settlement Checks and Wire Transfer — Consideration & Possible Action (Approve) [James Edelstein, Assistant Police Chief]

James Edelstein, Assistant Police Chief, requested Council authorization to accept funds received from Yavapai County Community Health Services as a result of national opioid settlements. The funds would be used for opioid abatement, enforcement, education, and other eligible purposes.

Councilmember Kiehl inquired how long the opioid settlement funds would continue to be dispersed.

Assistant Police Chief Edelstein responded that the duration of the distributions is uncertain but, based on available information, the settlement funds could continue for an additional ten years.

Motion by Councilmember Kendall Schumacher, seconded by Vice Mayor Matt Zurcher to approve allocation of recently received Opioid Settlement funds (in the amount of $81,239.96), as well as any necessary transfer of budget authority, to the PVPD budget for education, purchase of necessary equipment, software for drug investigations, and vehicles as part of enforcement related to the opioid epidemic 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

11. ADJOURNMENT

Mayor Palguta adjourned the meeting at 6:42pm.

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 September 24, 2026.

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

Dated this October 8, 2026

_____
Marissa Greenwood, Deputy Town Clerk

FOR IMMEDIATE RELEASE

9/17 - 9/20/26

Prescott Valley Voters Oppose Police Use of Flock Cameras, Overwhelmingly Demand Public Approval and Independent Audits

Concern Over Data Misuse Runs High Across Every Party, Gender, and Age Group

A NextGen Polling survey of n=808 Town of Prescott Valley voters -- representing roughly 2.6% of the town's approximately 31,500 active registered voters -- commissioned by private residents of the Prescott and Prescott Valley communities, finds a majority of Prescott Valley voters oppose police use of Flock Safety license plate reading cameras (59.5% oppose, 36.1% support), even as a majority believe the cameras genuinely help solve crime (56.8% say a great deal or a fair amount). A strong majority are concerned the data could be misused -- for example, accessed by an officer for personal reasons or shared with other agencies without residents' knowledge (78.5% concerned). Two findings come closest to unanimous: support for requiring independent audits of how the data is used is overwhelming (80.0% support), and an equally lopsided majority want any new or significantly expanded camera program approved through a public presentation to the elected town council rather than left to internal police department approval alone (76.6% want Council approval, 15.7% would leave it to police alone). Voters are almost exactly evenly split on allowing camera data to be shared with federal immigration enforcement (43.3% oppose vs. 43.1% support) and lean toward scaling back or eliminating camera use going forward rather than expanding it (56.3% favor decreasing or eliminating vs. 34.7% favor increasing or maintaining current use).

SAMPLE SIZE	GEOGRAPHY	METHOD	FIELD DATES	MARGIN OF ERROR
n=808	**Prescott Valley, AZ**	**Text-to-Web**	**9/17 - 9/20/26**	**+/-3.8%**

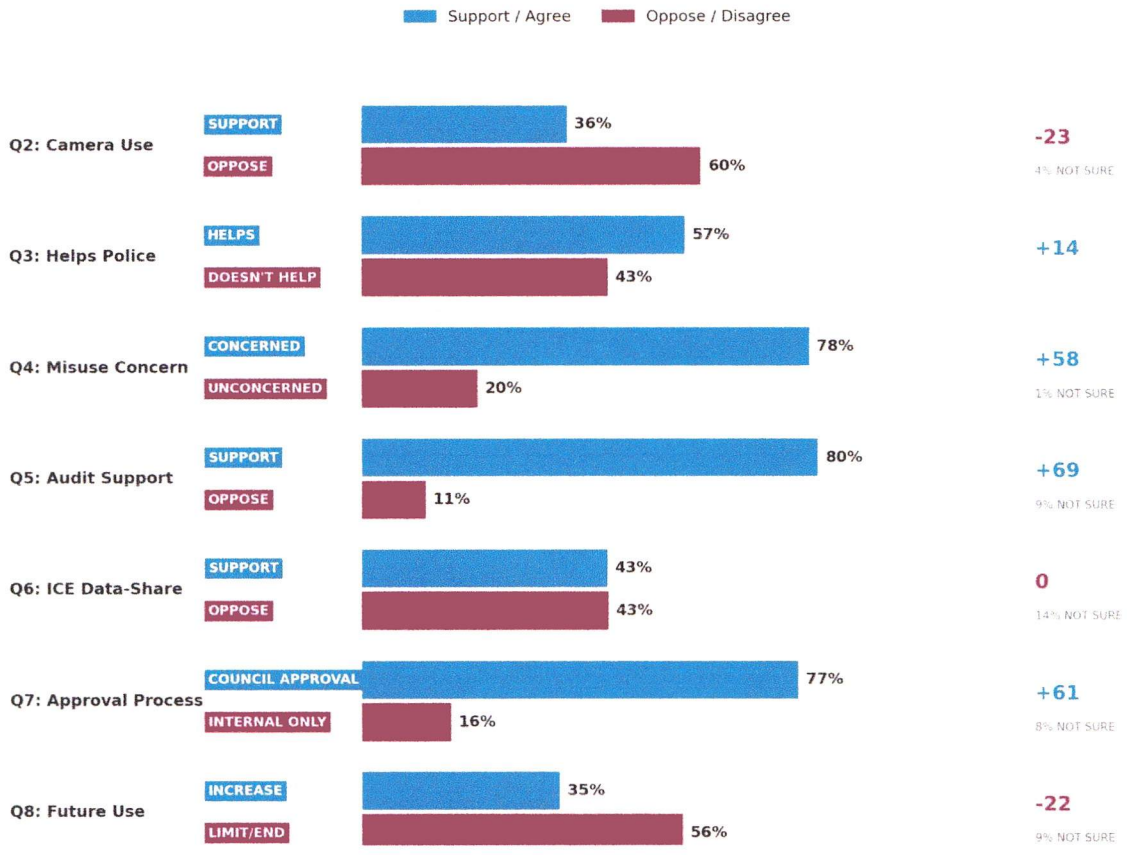
— * —

KEY FINDINGS AT A GLANCE

59.5%	80.0%	76.6%	+58.1
OPPOSE POLICE USE	SUPPORT AUDITS	WANT COUNCIL APPROVAL	NET MISUSE CONCERN

THE TOPLINE PICTURE

FLOCK / ALPR ATTITUDES IN PRESCOTT VALLEY -- Q2 THROUGH Q8



HOW OPINION BREAKS DOWN

Q2-Q8 NET SCORES BY PARTY, GENDER & AGE RANGE

	TOTAL	PARTY			GENDER		AGE RANGE		
		REP n=482	DEM n=124	IND-OTH n=202	MALE n=396	FEMALE n=412	18-35 n=72	36-55 n=222	55+ n=514
Q2: Camera Use	-23.4	-9.8	-45.6	-37.5	-30.8	-16.8	-56.3	-50.8	-1.9
Q3: Helps Police	+13.6	+27.2	-2.8	-3.0	+1.8	+24.3	-16.7	-4.8	+30.7
Q4: Misuse Concern	+58.1	+50.2	+73.3	+65.0	+65.8	+51.0	+66.2	+71.1	+50.2
Q5: Audit Support	+68.8	+68.1	+72.3	+68.4	+68.7	+68.9	+64.6	+67.2	+70.8
Q6: ICE Data-Share	-0.3	+36.6	-60.0	-38.0	+1.3	-1.7	-25.9	-15.1	+13.9
Q7: Approval Process	+60.9	+52.5	+77.7	+67.9	+66.2	+56.0	+69.5	+67.7	+55.4
Q8: Future Use	-21.6	-7.5	-37.3	-39.6	-28.5	-15.4	-53.4	-46.5	-1.4

The 55-and-older bloc is consistently the least opposed or most supportive age group on nearly every question -- the exception is misuse concern, which runs strongly positive across every age group without a clean age gradient. Demand for independent audits and a public, Council-approved process run strongly positive in every party, gender, and age subgroup measured. (NET values in this table are computed directly from unrounded weighted shares and can differ by up to 0.1 point from the single town-wide NET score cited elsewhere for a very closely-split question such as Q6, which rounds each component before differencing.)

— ✶ —

THE CLEAREST CONSENSUS

SUPPORT FOR INDEPENDENT AUDITS

Support	**80%**
Oppose	**11.2%**
Not sure	**8.8%**

Support for requiring independent audits of how license plate camera data is used runs positive by at least +64 points in every party, gender, and age subgroup measured -- one of the survey's two clearest consensus findings, and a signal that voters across the political spectrum want more oversight of the program regardless of where they stand on the cameras themselves.

— ✶ —

PREFERRED APPROVAL PROCESS FOR NEW OR EXPANDED CAMERA PROGRAMS

Public presentation with Council approval	**76.6%**
Internal police department approval only	**15.7%**
Not sure	**7.8%**

More than three-quarters of Prescott Valley voters want any decision to start or significantly expand an automated license plate reader program approved through a public presentation to the elected town council, not left to the police department alone -- the survey's other near-unanimous finding, positive across every subgroup measured.

— ✶ —

A GENERATIONAL DIVIDE

SUPPORT FOR POLICE USE OF FLOCK CAMERAS, BY AGE

Ages 18-35	**21.2%**
Ages 36-55	**23.5%**
Ages 55+	**45.9%**

Support for camera use by police is markedly higher among voters 55 and older (45.9%) than among younger voters (21.2% among 18-35, 23.5% among 36-55) -- though even the town's most camera-friendly age group falls short of majority support. Belief that the cameras help police solve crime is more common than support for deploying them in every age group.

SURVEY METHODOLOGY

This survey was conducted by NextGen Polling, September 17-20, 2026, among n=808 Town of Prescott Valley voters via Text-to-Web methodology -- approximately 2.6% of the town's estimated 31,500 active registered voters. Data are weighted by Party, Gender, Wide Age Range, and General Election Frequency to known voter file targets. MOE +/-3.8% at 95% confidence level. NextGen Polling is a right-of-center political consulting firm specializing in high-propensity election research. The surveys were privately funded and commissioned by local residents of the Prescott and Prescott Valley communities. The project was not funded by any government agency, political party, PAC, or advocacy organization.

ITEM NO. 9c

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: Consent Agenda

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

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:

Andrea Dahlman Lewkowitz, Agent, filed a Multi-License Acquisition of Control application on behalf of Walgreens Arizona Drug Co. to include a liquor license location within the Town of Prescott Valley. The subject premise is Walgreens #06666, located at 2880 N. Centre Court, Prescott Valley, Arizona 86314 which currently holds an active Series 10 Beer and Wine Store Liquor License.

Pursuant to A.R.S. § 4-203(F), the local governing body may provide a recommendation either in favor of or against the acquisition of control within sixty (60) days of receiving notice. The requirements of A.R.S. § 4-201 do not apply; therefore, a public hearing is not required. If the recommendation is against acquisition of control the matter would be set for a hearing before the Arizona State Liquor Board.

RECOMMENDED MOTION:
Motion to recommend approval of the Acquisition of Control application for Walgreens #06666 (2880 N Centre Court, Prescott Valley, AZ 86314) to the Arizona Department of Liquor License & Control. **VOTE**.

STAFF RECOMMENDATION:
Town staff recommends that the Town Council recommend approval of the Acquisition of Control application for Walgreens #06666 (2880 N Centre Court, Prescott Valley, AZ 86314).

FISCAL ANALYSIS:
Transaction privilege tax revenues are expected to be generated from sales.

Attachments

Multi-License Acquisition of Control Application #408077
Affidavit of Posting
Proof of Posting
Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 08/27/2026 @ 04:28:59 PM

Local Governing Body Report

LICENSE

Number:

Type: Multi AOC

Name:
State:
Issue Date:
Original Issue Date:
Location:

Expiration Date: 08/31/2026

Mailing Address:
Phone:
Alt. Phone:
Email:

Currently, this license has pending applications.

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

OWNER

Name:	WALGREEN ARIZONA DRUG CO		
Contact Name:	ANDREA LEWKOWITZ		
Type:	CORPORATION		
AZ CC File Number:	00449518	State of Incorporation:	AZ
Incorporation Date:	01/22/1954		
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLAW.COM		

Officers / Stockholders

Name:	Title:	% Interest:
WALGREEN CO	Stockholder	100.00
PAUL SUNG SOO LIM	Secretary	
MICHAEL GEORGE HANDAL	Officer	
RICHARD PAUL GATES	President	

WALGREEN ARIZONA DRUG CO - Stockholder

Name:	WALGREEN CO
Contact Name:	ANDREA LEWKOWITZ
Type:	CORPORATION
AZ CC File Number:	
Incorporation Date:	State of Incorporation:
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

WALGREEN CO - Stockholder

Name:	WALGREENS HOLDING COMPANY
Contact Name:	ANDREA DAHLMAN LEWKOWITZ
Type:	CORPORATION
AZ CC File Number:	
Incorporation Date:	State of Incorporation:
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

WALGREEN CO - President
WALGREENS HOLDING COMPANY - Sr VP/Chief Pharmacy Officer
WALGREEN ARIZONA DRUG CO - President

Name:	RICHARD PAUL GATES
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(847)315-2794
Alt. Phone:	(847)863-5997
Email:	LICENSEADMINISTRATION@WALGREENS.COM

WALGREEN CO - Officer
WALGREEN ARIZONA DRUG CO - Officer

Name:	MICHAEL GEORGE HANDAL
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(224)565-5756
Alt. Phone:	
Email:	LICENSEADMINISTRATION@WALGREENS.COM

WALGREEN CO - Officer
WALGREENS HOLDING COMPANY - CEO / Director

Name:	MICHAEL JAMES MOTZ
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(847)315-0891
Alt. Phone:	(416)998-2612
Email:	LICENSEADMINISTRATION@WALGREENS.COM

WALGREEN CO - Secretary
WALGREEN ARIZONA DRUG CO - Secretary

Name:	PAUL SUNG SOO LIM
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(708)212-3556
Alt. Phone:	
Email:	LICENSEADMINISTRATION@WALGREENS.COM

WALGREENS HOLDING COMPANY - Director
BLAZING STAR PARENT LLC - Pres/Dir

Name:	STEFAN LANIER KALUZNY
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(212)796-8593
Alt. Phone:	
Email:	ALCOHOLLICENSING@CDERMOTTLAW.COM

WALGREENS HOLDING COMPANY - Stockholder

Name:	BLAZING STAR PARENT LLC
Contact Name:	ANDREA DAHLMAN LEWKOWITZ
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

MANAGERS

Name:	GARY ALAN CARPENTER
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)300-8462
Alt. Phone:	
Email:	GCARP32@GMAIL.COM

****

Name:	BEATRIZ PAULINE BANUELOS
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)245-2002
Alt. Phone:	
Email:	BEATRIZ.BANUELOS@WALGREENS.COM

****

Name:	GILBERTO GARCIA RUIZ
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(520)392-2577
Alt. Phone:	(831)776-3376
Email:	GILBERTO.GARCIA@WALGREENS.COM

****

Name:	JOSEPH FRIELLO
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(916)730-1553
Alt. Phone:	(916)599-4646
Email:	JOE.FRIELLO@WALGREENS.COM

****

Name:	ADAM JAMES BRUHA
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)236-4630
Alt. Phone:	(505)252-9616
Email:	ADAM.BRUHA@WALGREENS.COM

****

Name:	KATHIE SUZANNE THUN
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(623)229-5613
Alt. Phone:	
Email:	KATHIE.THUN@WALGREENS.COM

****

Name:	VICENTE ANDRES MARTINEZ
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)317-1058
Alt. Phone:	(505)659-1268
Email:	VICENTE.MARTINEZ@WALGREENS.COM

****

Name:	REEANE NICOLE RAMOS
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)245-7060
Alt. Phone:	
Email:	REEANE.RAMOS@WALGREENS.COM

****

Name:	LAWRENCE PAUL CLEMENTS
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(480)492-4621
Alt. Phone:	(480)399-3537
Email:	LAWRENCE.CLEMENTS@WALGREENS.COM

APPLICATION INFORMATION

Application Number:	408077
Application Type:	Multi-License Acquisition of Control
Created Date:	08/03/2026

WALGREEN ARIZONA DRUG CO

LICENSES FOR PRESCOTT VALLEY

10133211
WALGREENS #06666
2880 N CENTRE COURT
PRESCOTT VALLEY 86314

POSTING

Job# _____
DLLC use only

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

Date of Posting: 09 / 03 / 26 Date of Posting Removal: 09 / 24 / 26

Applicant's Name: Lewkowitz (Last) Andrea (First) Dahlman (Middle)

Business Address: 2880 N. Centre Court (Street), Prescott Valley (City), AZ 86314 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Marissa Greenwood	Deputy Town Clerk	(928)759-5512
Print Name of City/County Official	Title	Phone Number
Signature		09/24/26
		Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring ADA accommodations please call (602)542-2999

2880

NOTICE
APPLICATION TO SELL ALCOHOLIC BEVERAGES
DATE POSTED: September 3, 2024
CONSIDERATION OF THE ACQUISITION OF CONTROL APPLICATION SHALL BE HELD BEFORE THE
Prescott Valley Town Council
PLACE Council Chambers 7501 E. Skoog Blvd. DATE/TIME October 8, 2024 at 6:30pm
DATES SUBJECT TO CHANGE, TO VERIFY CALL: (928)759-3135
THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE APPLICATION. ANY NATURAL PERSON WHO IS A BONA FIDE RESIDENT RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS FROM THE PREMISES PROPOSED TO BE LICENSED MAY FILE WRITTEN ARGUMENTS IN FAVOR OF OR OPPOSED TO THE ISSUANCE OF THE LICENSE WITH THE TOWN CLERK WITHIN TWENTY DAYS AFTER THE DATE OF POSTING. ADDITIONALLY, THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER, TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION.
CONTACT THE STATE LIQUOR BOARD: 800 W. Washington, 5th Floor, Phoenix, AZ 85007

ASSA ABLOY
DO NOT
ENTER
AUTOMATIC
DOOR

Store hours
Mon–Fri 7:00 am-10:00 pm
Sat 7:00 am-10:00 pm
Sun 7:00 am-10:00 pm
Manager Robert Wood Jr

Pharmacy hours
Mon–Fri 8:00 am - 10:00 pm
Sat 9:00 am - 6:00 pm
Sun 10:00 am – 6:00 pm
Manager Joe Youkhanna, RPh
Nearest 24-hr. pharmacy 3361 N. Litchfield Rd Goodyear, Arizona 85395

Pharmacist meal break schedule
Pharmacy Will be Closed for lunch
Daily
1:30 pm – 2:00 pm
Vaccine Appointments
We accept
Questions or comments?

Purified Water

Fresh Flowers

STAND CLEAR

FedEx
WU WESTERN UNION

Local Governing Body Recommendation

A.R.S. § 4-201(C)

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

City or Town of: _____ Liquor License/Application #: _____
(Circle one) **(Arizona license/application #)**

County of: _____ City/Town/County #: _____

Licensed establishment that will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2),

_____ _____
(Name of entertainment district) **(Date of resolution to create the entertainment district)**

A boundary map of entertainment district must be attached.

The _____ at a _____ meeting held
(Governing body) **(Regular or special)**

on the _____ of _____, _____ considered the application of _____
(Day) **(Month)** **(Year)** **(Name of applicant)**

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S §4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____.
(Approval, disapproval, or no recommendation)

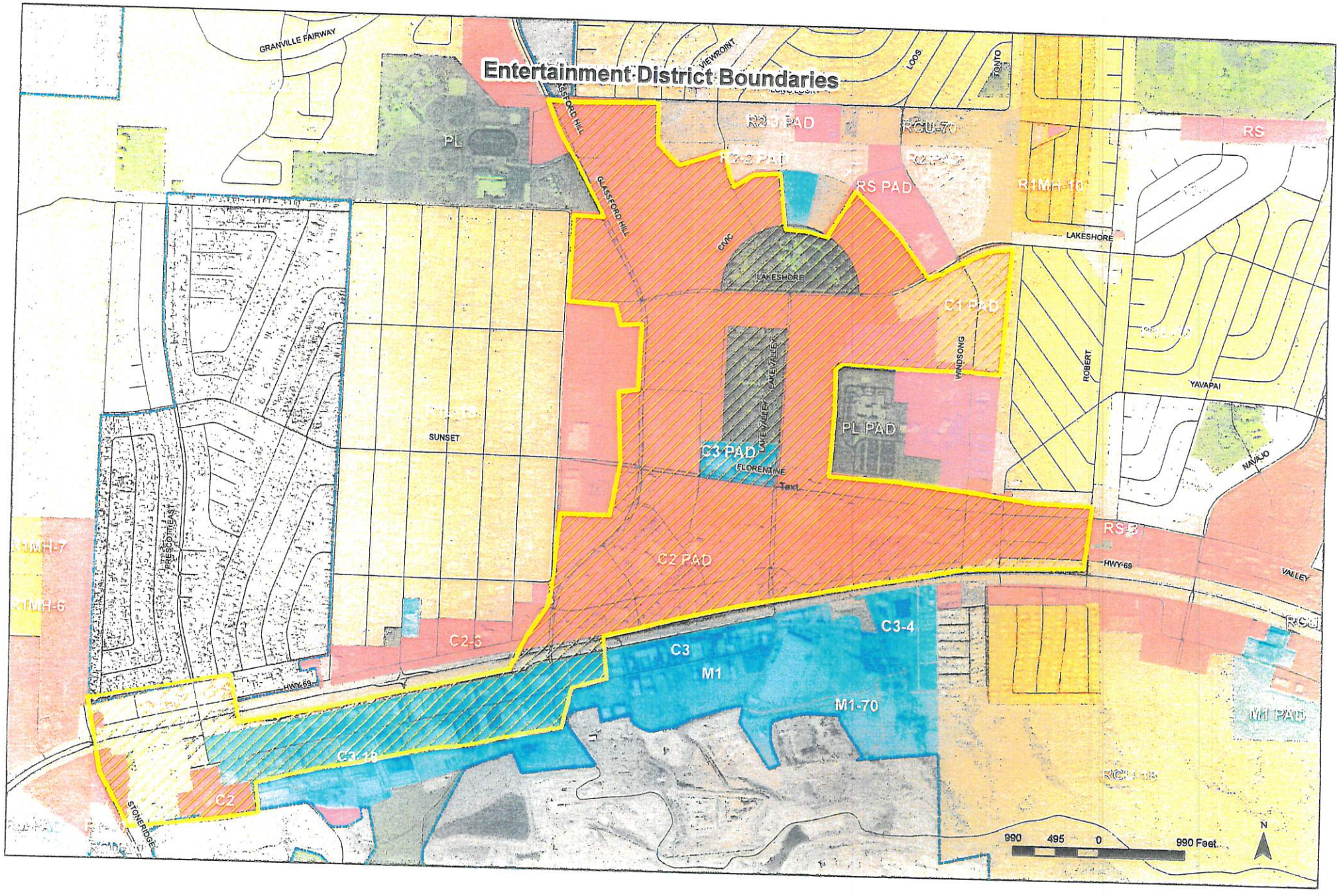
TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ on _____, _____, _____.
(Location) **(Day)** **(Month)** **(Year)**

_____ _____
(Printed name of city, town or county clerk) **(Signature of city, town or county clerk)**

Individuals requiring ADA accommodations please call (602)542-2999


Entertainment District Boundaries
GRANVILLE FAIRWAY
VIEWPOINT
LOOS
TONTO
GLASSFORD HILL
PL
R2-1 PAD
RCU-70
RS
R2-2 PAD
R2 PAD
RS PAD
R1MH-10
CIVIC
LAKESHORE
C1 PAD
WINDSONG
LAKEVALLEY
ROBERT
YAVAPAI
PL-18
SUNSET
C3 PAD
FLORENTINE
PL PAD
NAVAJO
R1MH-7
PRESCOTT EAST
C2 PAD
RS-3
HWY 69
VALLEY
R1MH-6
C2-3
C3-4
C3
M1
M1-70
M1 PAD
C3-18
C2
STONERIDGE
990 495 0 990 Feet
N

ITEM NO. 9d

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: Consent Agenda

SUBJECT: 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]

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:
Gui Qui Wu, Agent, filed an Acquisition of Control/Agent Change application on behalf of W&Z Asian Bistro l5533 E State Route 69, Prescott Valley, AZ 86314). W&Z Asian Bistro currently holds an active Series 12 Restaurant Liquor License.

Pursuant to A.R.S. § 4-203(F), the local governing body may provide a recommendation either in favor of or against the acquisition of control within sixty (60)

days of receiving notice. The requirements of A.R.S. § 4-201 do not apply; therefore, a public hearing is not required. If the recommendation is against acquisition of control, the matter would be set for a hearing before the Arizona State Liquor Board.

RECOMMENDED MOTION:
Motion to recommend approval of the Acquisition of Control/Agent Change application for W&Z Asian Bistro (5533 E State Route 69, Prescott Valley, AZ 86314) to the Arizona Department of Liquor License & Control. **VOTE.**

STAFF RECOMMENDATION:
Town staff recommends that the Town Council recommend approval of the Acquisition of Control/Agent Change application for W&Z Asian Bistro (5533 E State Route 69, Prescott Valley, AZ 86314).

FISCAL ANALYSIS:
Transaction privilege tax revenues are expected to be generated from sales.

Attachments

Acquisition of Control/Agent Change Application #410010
Affidavit of Posting
Proof of Posting
Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 09/02/2026 @ 08:36:44 AM

Local Governing Body Report

LICENSE

Number:	012130014627	Type:	012 RESTAURANT
Name:	W&Z ASIAN BISTRO		
State:	Pending		
Issue Date:		Expiration Date:	08/31/2026
Original Issue Date:	08/09/2021		
Location:	5533 E STATE ROUTE 69 PRESCOTT VALLEY, AZ 86314 USA		
Mailing Address:	5533 E STATE ROUTE 69 PRESCOTT VALLEY, AZ 86314 USA		
Phone:	(928)227-2826		
Alt. Phone:	(646)457-6341		
Email:	LIANMTING2022@GMAIL.COM		

Currently, this license has pending applications.

AGENT

Name:	GUI QUI WU
Gender:	Male
Correspondence Address:	5533 E STATE ROUTE 69 PRESCOTT VALLEY, AZ 86314 USA
Phone:	(646)457-6341
Alt. Phone:	
Email:	LIANMTING2022@GMAIL.COM

OWNER

Name:	W&Z ASIAN BISTRO & SUSHI BAR INC		
Contact Name:	GUI QUI WU		
Type:	CORPORATION		
AZ CC File Number:	23165192	State of Incorporation:	AZ
Incorporation Date:	01/04/2021		
Correspondence Address:	5533 E STATE ROUTE 69 PRESCOTT VALLEY, AZ 86314 USA		
Phone:	(646)457-6341		
Alt. Phone:			
Email:	LIANMTING2022@GMAIL.COM		

60th day
11-01-2026

Officers / Stockholders

Name:	Title:	% Interest:
GUI QUI WU	President,DIRECTOR	100.00

W&Z ASIAN BISTRO & SUSHI BAR INC - President,DIRECTOR

Name:	GUI QUI WU
Gender:	Male
Correspondence Address:	5533 E STATE ROUTE 69 PRESCOTT VALLEY, AZ 86314 USA
Phone:	(646)457-6341
Alt. Phone:	
Email:	LIANMTING2022@GMAIL.COM

MANAGERS

Name:	GUI QUI WU
Gender:	Male
Correspondence Address:	5533 E STATE ROUTE 69 PRESCOTT VALLEY, AZ 86314 USA
Phone:	(646)457-6341
Alt. Phone:	
Email:	LIANMTING2022@GMAIL.COM

APPLICATION INFORMATION

Application Number: 410010
Application Type: Acquisition of Control / Agent change
Created Date: 08/12/2026

QUESTIONS & ANSWERS

012 Restaurant

3) Have you submitted questionnaires? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22 processing fee per card.

Yes

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	Gui Qiu Wu alien.pdf	08/12/2026
MISCELLANEOUS	gui questionnaire.pdf	08/12/2026
MISCELLANEOUS	permission letter.docx	08/12/2026
MISCELLANEOUS	training certs.docx	08/12/2026
	alien status revised.pdf	08/20/2026
	questionnaire revised.pdf	08/20/2026
	new alien.pdf	08/31/2026
	new wuestionnaire.pdf	08/31/2026

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 09/03/26 Date of Posting Removal: 09/24/26

Applicant's Name: Wu (Last) Gui (First) Qui (Middle)

Business Address: 5533 E. State Route 69, Prescott Valley, AZ 86314
Street City Zip

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Marissa Greenwood	Deputy Town Clerk	(928)759-5512
Print Name of City/County Official	Title	Phone Number

Signature

09/24/26
Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring ADA accommodations please call (602)542-2999

State of Arizona
Department of Liquor Licenses and Control

Created 09/02/2026 @ 08:36:44 AM

Local Governing Body Report

LICENSE

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: September 3, 2026

CONSIDERATION OF THE ACQUISITION OF CONTROL APPLICATION SHALL BE HELD BEFORE THE

Prescott Valley Town Council

PLACE Council Chambers 7401 E. Skoog Blvd. DATE/TIME October 8, 2026 at 5:30pm

DATES SUBJECT TO CHANGE, TO VERIFY CALL: (928)759-3135

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE APPLICATION. ANY NATURAL PERSON WHO IS A BONA FIDE RESIDENT RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS FROM THE PREMISES PROPOSED TO BE LICENSED MAY FILE WRITTEN ARGUMENTS IN FAVOR OF OR OPPOSED TO THE ISSUANCE OF THE LICENSE WITH THE TOWN CLERK WITHIN TWENTY DAYS AFTER THE DATE OF POSTING. ADDITIONALLY, THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL LOCAL GOVERNING BODY

STATE LIQUOR DEPT: (602) 542-9789

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Local Governing Body Recommendation

A.R.S. § 4-201(C)

City or Town of: _____ Liquor License/Application #: _____
(Circle one)

County of: _____ City/Town/County **#**: _____

The _____ at a _____ meeting held
(Governing body) **(Regular or special)**

on this _____day of_____, 20 _____ considered the application of _____
(Applicant Name)

for a license to sell spirituous liquor at _____ as provided by A.R.S §4-201.
(Business Address)

If Licensed establishment will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2), **a boundary map of entertainment district must be attached.**

_____ _____
(Name of entertainment district) **(Date of resolution to create the entertainment district)**

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for_____.
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ on _____, _____, _____.
(Location) **(Day)** **(Month)** **(Year)**

_____ _____
(Printed name of city, town or county clerk) **(Signature of city, town or county clerk)**

Individuals requiring ADA accommodations please call (602)542-2999

ITEM NO. 9e

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: Consent Agenda

SUBJECT: Designating Town Clerk Records Officer to State Library - 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:
ARS §41-151.14(A)(6) requires the head of each state and local agency to designate to the Arizona State Library of Archives & Public Records (ASLAPR) an individual within the agency to be its Records Officer Liaison. The agency should reaffirm this designation every other year. The Liaison Officer must be at a level of management sufficient to direct the records management program in an efficient and effective manner.

The Liaison Officer is responsible for creating and implementing systematic controls for records and information activities from the point where they are created or received, through final disposition or archival retention (including distribution, use, storage, retrieval, protection and preservation, and disposal) in compliance with local requirements and state mandates.

The Town Council has previously designated the Town Clerk as the Town's Records Officer Liaison. Recently, it did so on October 8, 2020 (confirmed on October 13, 2022 and October 10, 2024). It is now proposed that the designation be reconfirmed.

RECOMMENDED MOTION:
Motion to designate the Town Clerk as the Prescott Valley Records Officer Liaison with the Arizona State Department of Library, Archives and Public Records (ASLAPR).
VOTE.

STAFF RECOMMENDATION:
Staff recommends designating the Town Clerk as the Town's Records Officer with the Arizona State Department of Library, Archives and Public Record (ASLAPR).

FISCAL ANALYSIS:
There is no anticipated direct fiscal impact due to the requested action.

Attachments

Agency Records Officer Designation Form

SECRETARY OF STATE

ARIZONA STATE LIBRARY, ARCHIVES, AND PUBLIC RECORDS
A DIVISION OF THE ARIZONA SECRETARY OF STATE

Providing Access to Preserving Arizona
Arizona State Library, Archives and Public Records

AGENCY RECORDS OFFICER
DESIGNATION FORM

Pursuant to ARS §41-151.14, the head of each state and local agency shall designate an individual within the agency to manage the records management program of the agency. **The agency shall reconfirm the identity of this individual to the state library every other year**. The designated individual must be at a level of management sufficient to direct the records management program in an efficient and effective manner and shall act as a coordinator and liaison for the agency with the state library.

Instructions: Complete this form to inform the State Library of any changes regarding your agency records officer. This includes new designations or updates to contact information. Once filled out, kindly return the signed form to records@azlibrary.gov.

ACTION: ☐ **New Designation** ☐ **Update to Existing Designation**

Agency Name:	Division, Department or Unit Name:		
Agency Records Officer Name:	Title:		
Mailing Address:	City:	State:	Zip:
E-mail Address:	Telephone:		
Does the Records Officer have authority to set policy or procedures? ☐ Yes ☐ No			
I, _____ (Agency Head or Designee), do hereby designate the above individual as the listed agency's records officer.			
Head of Agency (or Designee) Signature:	Date:		
Head of Agency (or Designee) Title:			

For LAPR Use Only:

Certified By: _____ Date: _____
Records Analyst or Administrator

This designation expires on or before: _____.

RECORDS MANAGEMENT BRANCH
1901 West Madison Street • Phoenix, Arizona 85009
(602) 926-3720 • records@azlibrary.gov • www.azlibrary.gov

Revised 03/2026

ITEM NO. 10a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Traci Lira, Neighborhood Services Director

DEPARTMENT: Neighborhood Services

AGENDA TYPE: Old Business

SUBJECT: Proposed Town Code Provisions Regulating E-Bikes - Consideration & Possible Action (2nd Reading) [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 Town established an E-Bike workgroup to evaluate concerns associated with increased use of e-bikes in Prescott Valley. The workgroup was tasked with reviewing local safety concerns, Arizona law, regulations adopted by other municipalities, community input, and options for moving forward.

Since January 2026, the Town has experienced five reported e-bike-related accidents.

As part of its review, the workgroup conducted a community e-bike survey. The survey identified concerns related to speed, trail etiquette, failure to yield, compliance with traffic controls, and the need to distinguish between different classes of e-bikes. Respondents also identified a need for improved education, signage, and bicycle infrastructure.

The survey indicated significant public support for additional safety measures related to e-bike usage. For example, eighty-eight percent of respondents supported requiring helmets for e-bike riders under age 16. Seventy percent supported a speed limit for e-bikes on shared public paths, sidewalks, and trails.

The workgroup presented its findings and recommendations to the Town Council at a Study Session on September 3, 2026. Following the discussion, Councilmembers expressed support for moving forward with possible adoption of Town Code provisions regulating e-bike usage.

Discussion

The proposed Ordinance No. 2026-985 creates a dedicated section of the Town Code addressing electric bicycles and other wheeled devices with clear regulations for their operation in the Town.

Key provisions of the proposed Ordinance include:

E-Bike Classifications

- Defines Class 1, Class 2, and Class 3 electric bicycles.
- Establishes distinctions based on how the electric motor assists the rider and the maximum assisted speed.

Where Devices May Operate

- Class 1 and Class 2 e-bikes are permitted on sidewalks, bicycle lanes, roadways, paved multi-use paths, and unpaved/gravel paths (subject to posted restrictions).
- Class 3 e-bikes are permitted in bicycle lanes and roadways but are not permitted on sidewalks or paved or unpaved multi-use paths.
- The Town may prohibit particular devices on selected sidewalks and multi-use paths through posted signage.

Safe Operation

The Ordinance requires riders to:

- Operate at a reasonable and prudent speed and comply with posted speed limits;
- Yield the right-of-way to pedestrians and certain other vehicles on sidewalks and multi-use paths;
- Provide an audible signal before overtaking and passing pedestrians; and
- Follow posted trail etiquette requirements.

Helmet Requirements

The Ordinance requires persons under 18 years of age operating bicycles, e-bikes, motorized bicycles, electric scooters, skateboards, and other specified devices to wear a properly fitted and fastened protective helmet. It also sets forth responsibilities for parents or guardians.

Required Equipment

The Ordinance establishes nighttime lighting and rear reflector requirements and requires applicable bicycles and other devices to be equipped with brakes.

Violations and Penalties

Except where otherwise provided, violations of the new Town Code Article constitute a civil traffic offense punishable by a fine of $50 per offense. Reckless operation is separately identified as a Class 2 misdemeanor.

This Action

At a regular meeting on September 24, 2026 the Town Council voted to read Ordinance No. 2026-985 by title only on two separate occasions, then place the same on final passage. The Town Clerk will now read the Ordinance 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.2026-985 amending Chapter 11 of the Prescott Valley Town Code to establish regulations for bicycles, electric bicycles, motorized bicycles, electric scooters, and other lightweight wheeled devices. If the vote is in favor of passage, the Ordinance would be effective thirty days thereafter.

RECOMMENDED MOTION:
[the Mayor instructs the Town Clerk to read Ordinance No. 2026-985 by title only for the 2nd Reading, then asks “Shall this Ordinance Pass?”] VOTE.

STAFF RECOMMENDATION:
Staff recommends reading and ultimately adopting Ordinance No. 2026-985 amending Chapter 11 of the Prescott Valley Town Code to establish regulations for bicycles,

electric bicycles, motorized bicycles, electric scooters, and other lightweight wheeled devices.

FISCAL ANALYSIS:
There is no anticipated direct fiscal impact due to the requested action.

Attachments

ORD 2026-985 Town Code Article 11-06 E-bike Regulations
ORD 2026-985 Exhibit A

Ordinance No. 2026-985

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORTION OF ARIZONA, REPEALING ARTICLE 11-6 "RESERVED" AND REENACTING ARTICLE 11-6 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" IN CHAPTER 11 "TRAFFIC" OF THE TOWN CODE; PROVIDING THAT ALL OTHER CHAPTERS, ARTICLES, AND SECTIONS OF THE TOWN CODE NOT HEREIN REPEALED SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT, IF ANY PROVISION IN THIS ORDINANCE IS HELD INVALID BY A COURT OF COMPETENT JUISDICTION, THE REMAINING PROVISIONS SHALL NOT BE AFFECTED BUT SHALL CONTINUE 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, Arizona Revised Statutes, including ARS §9-240 and Title 28, allow the Town to regulate traffic, parking, streets, sidewalks, and operation of vehicles and conveyances within the Town; and

WHEREAS, the Town Council finds it is in the best interests of the health, welfare, and safety of the Town and its residents to amend Chapter 11 "Traffic", of the Town Code to address changes in technology and use of other power-driven mobility devices and conveyances; and

WHEREAS, ARS §9-802 provides a procedure whereby a municipality may enact provisions of a code by reference, without setting forth such provisions, providing the adopting ordinance is published in full;

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

SECTION ONE. That that certain document entitled "ARTICLE 11-06 'BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES'", attached hereto as Exhibit "A"[1], be declared to be a public record and be hereby adopted as if fully set forth herein in accordance with ARS §9-802.

SECTION TWO. That the following penalty clause is included in the enactment of Section 11-06-110 "Violations and Penalties" in Article 11-06 "Bicycles, Electric Bicycles, Electric and Non-Electric Powered Vehicles, And Electric Personal Assistive Mobility Devices" in Chapter 11 "Traffic" of the Town Code.

11-06-110 Violations and Penalties.

Except as otherwise provided herein, violation of this Article shall constitute a civil traffic offense and shall be punishable by a fine of fifty dollars ($50.00) for each offense.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION THREE. That all other Articles, Sections, and Subsections of Chapter 11 "TRAFFIC" of the Town Code, not herein repealed, replaced, or amended, shall remain in full force and effect.

[1] Exhibits on file in the office of the Town Clerk for public review.

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

SECTION FIVE. 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 8th day of October, 2026.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

EXHIBIT "A"

Article 11-06 "Bicycles, Electric Bicycles, Electric and Non-Electric Powered Vehicles, and Electric Personal Assistive Mobility Devices"

EXHIBIT "A"

ARTICLE 11-06 – BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES

SECTION ONE. That Article 11-06 "RESERVED" in Chapter 11 "TRAFFIC" of the Town Code of the Town of Prescott Valley, Arizona, be hereby repealed in its entirety.

SECTION TWO. That a new Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted.

SECTION THREE. That Section 11-06-010 "RESERVED" IN Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby repealed in its entirety.

SECTION FOUR. That a new Section 11-06-010 "Definitions" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-010 Definitions.

In this Article, unless the context otherwise requires:

A. "Bicycle" means a device, including a racing wheelchair, that is propelled by human power and on which a person may ride and that has either:

1. Two (2) tandem wheels, either of which is more than sixteen (16) inches in diameter.

2. Three (3) wheels in contact with the ground, any of which is more than sixteen (16) inches in diameter.

B. "Bicycle lane" means that portion of the roadway striped and designated for the use of bicycles or a paved shoulder.

C. "Device" means a bicycle, electric or motorized bicycle, electric standup scooter, skateboard or lightweight wheeled vehicle that may or may not be ridden upon a roadway, multiuse path, bicycle lane or sidewalk pursuant to this code and the Arizona Revised Statutes.

D. "Electric bicycle" means a bicycle or tricycle that is equipped with fully operable pedals and an electric motor of less than seven hundred fifty (750) watts and that meets the requirements of one (1) of the following classes:

1. "Class 1 electric bicycle" means a bicycle or tricycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that

ceases to provide assistance when the bicycle or tricycle reaches the speed of twenty (20) miles per hour.

2. "Class 2 electric bicycle" means a bicycle or tricycle that is equipped with an electric motor that may be used exclusively to propel the bicycle or tricycle and that is not capable of providing assistance when the bicycle or tricycle reaches the speed of twenty (20) miles per hour.

3. "Class 3 electric bicycle" means a bicycle or tricycle that is equipped with an electric motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle or tricycle reaches the speed of twenty-eight (28) miles per hour.

E. “Electric personal assistive mobility device” means a self-balancing device with one (1) wheel or two (2) non-tandem wheels and an electric propulsion system that limits the maximum speed of the device to fifteen (15) miles per hour or less and that is designed to transport only one (1) person.

F. "Electric miniature scooter" means a device that weighs less than thirty (30) pounds, has two (2) or three (3) wheels, has handlebars, has a floorboard on which a person may stand when riding, is powered by an electric motor or human power, or both, and has a maximum speed that does not exceed ten (10) miles per hour, with or without human propulsion, on a hard, level surface.

G. "Electric standup scooter" means a device that weighs less than seventy-five (75) pounds, has two (2) or three (3) wheels, has handlebars, has a floorboard on which a person may stand while riding, is powered by an electric motor or human power, or both, has a maximum speed that does not exceed twenty (20) miles per hour, with or without human propulsion, on a hard, level surface. This does not include an electric miniature scooter.

H. "Exempt vehicles," when used for the purposes for which they are intended, means wagons, wheelchairs, and strollers or other devices designed and used for the purpose of transporting children, infants, physically challenged or incapacitated persons, or carts or other devices intended and used for transporting merchandise or materials.

I. "Motorized bicycle" means a motorized gas-powered bicycle or tricycle that is equipped with a helper motor that has a maximum piston displacement of forty-eight (48) cubic centimeters or less, that may also be self-propelled and that is operated at speeds of less than twenty (20) miles per hour.

J. "Multiuse path" means a hard-surfaced or aggregate path that is physically separated from the roadway and designed and intended for the shared use of bicycles, pedestrians and other devices.

K. "Lightweight wheeled vehicle" means roller skates, inline skates, scooters, roller skis, unicycles, or any other human-powered nonmotorized conveyance device with wheels or rollers.

L. "Ride or riding" means operating a device either wholly or partially sitting, standing or lying upon such by a person whether such device is in motion or stationary.

M. "Roadway" means all the improved portion of a street which is intended for vehicular travel or parking.

N. "Sidewalk" means that portion of a street that is between the curb lines or the lateral lines of a roadway and the adjacent property lines that is intended for the use of pedestrians.

O. "Skateboard" means a platform mounted on wheels that is propelled by human power.

P. "Vendor" means a person or entity that rents more than fifty (50) bicycles or scooters.

Q. "Permit agreement" means permission to locate or place bicycles or scooters in any Town right-of-way, including public streets, alleys, sidewalks, multiuse paths or other public right-of-way, for the purposes of making them available for rent.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION FIVE. That a new Section 11-06-020 "Applicability" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-020 Applicability.

A. The regulations of this Article shall apply to bicycles, electric or motorized bicycles, electric personal assistive mobility devices, electric standup scooters, skateboards or lightweight wheeled vehicles when such devices are operated upon any roadway, multiuse path, or sidewalk subject to those exceptions stated in this chapter.

B. The regulations of this Article shall not apply to exempt vehicles when they are used for the purposes for which they are intended.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION SIX. That a new Section 11-06-030 "Applicability of Traffic Laws" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-030 Applicability of Traffic Laws.

Every person operating a bicycle, electric or motorized bicycle, or electric standup scooter upon a roadway is granted all the rights and shall be subject to all the duties applicable to the driver of a vehicle pursuant to this code and the Arizona Revised Statutes.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION SEVEN. That a new Section 11-06-040 "Responsibility of Parents, Guardians, and Custodians" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-040 Responsibility of Parents, Guardians, and Custodians.

No parent, guardian, or custodian of a person under the age of eighteen (18) shall authorize or knowingly permit the child to violate any of the provisions of this Article.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION EIGHT. That a new Section 11-06-050 "Prohibited Operation of Devices" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-050 Prohibited Operation of Devices.

A. A person operating a device shall not:

1. Ride other than upon or astride a permanent and regular seat attached thereto.

2. Carry more persons at one (1) time than the number for which it is designed and equipped.

3. Attach the same or themselves to any vehicle upon a roadway.

4. Carry any package or article which prevents the driver from keeping at least one (1) hand upon the handlebars.

5. Operate a device at a speed greater than is reasonable and prudent under the circumstances, conditions and actual and potential hazards then existing, or in excess of the posted speed limit.

B. A person shall not operate a device with reckless disregard for persons and property.

1. Penalty. A violation of this subsection B is a Class 2 misdemeanor.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION NINE. That a new Section 11-06-060 "Required Equipment" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-060 Required Equipment.

A. Every bicycle, electric or motorized bicycle, or electric standup scooter when in use at nighttime shall be equipped with a lamp on the front, either affixed to the device or

worn on the person, which shall emit a white light visible from a distance of at least five hundred (500) feet to the front and with a red reflector on the rear of a type approved by the Arizona Department of Transportation, which shall be visible from all distances from fifty (50) feet to three hundred (300) feet to the rear, when directly in front of lawful upper beams of headlamps on motor vehicles. A lamp on the rear emitting a red light visible from a distance of five hundred (500) feet to the rear may be used in place of the red reflector.

B. Every bicycle, electric or motorized bicycle, or electric standup scooter shall be equipped with a brake which will enable the operator to make the braked wheels skid on dry, level, clean pavement.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION TEN. That a new Section 11-06-070 "Operation on Roadways and Bicycle Lanes" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-070 Operation on Roadways and Bicycle Lanes.

A. A person operating a device on the roadway or bicycle lane at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as close as practicable to the right-hand curb or edge of the roadway, except under any of the following situations:

1. If overtaking and passing another device proceeding in the same direction.

2. If preparing for a left turn at an intersection or into a private road or driveway.

3. If reasonably necessary to avoid conditions, including fixed or moving objects, parked or moving vehicles, bicycles, pedestrians, animals, snow and ice, or surface hazards.

4. If the lane in which the person is operating the bicycle is too narrow for a device and a vehicle to travel safely side by side within the lane.

5. When proceeding straight through an area where a right-turn is permitted, in order to avoid conflicts with right-turning vehicles.

B. When parking is allowed along the roadway, then the "right side of the roadway" shall be deemed to be to the left of any parked vehicles or parking lane, including the area occupied by open car doors, or to the right of any parked vehicles or parking lane on the left side of one-way streets.

C. Persons operating a device upon a roadway or bicycle lane shall not ride more than two (2) abreast except where set aside for the use of bicycles.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION ELEVEN. That a new Section 11-06-080 "Operation on Sidewalks and Multiuse Paths" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-080 Operation on Sidewalks and Multiuse Paths.

A. Where signs are erected prohibiting the operation of devices on selected sidewalks and multiuse paths, no person shall ride an electric or motorized bike, an electric personal assistive mobility device, electric standup scooter, skateboard or lightweight wheeled vehicle upon such sidewalk or multiple use path. Signs prohibiting such activity shall be installed as directed by the Traffic Engineer or designee.

B. If a device is authorized to be ridden upon a sidewalk or multiuse path, the person operating the device shall be subject to the following provisions:

1. Yield the right-of-way to all pedestrians and exempt vehicles.

2. Give an audible signal before overtaking and passing any pedestrian or exempt vehicle traveling in the same direction on the sidewalk.

3. Follow requirements of any posted signs relating to proper etiquette while utilizing multiuse paths.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION TWELVE. That a new Section 11-06-090 "Facilities Upon Which Devices are Allowed or Prohibited" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-090 Facilities Upon Which Devices are Allowed or Prohibited.

Device	**Sidewalks***	**Bike Lane/ Paved Shoulder**	**Roadway/ Travel Lane**	**MUP Paved/ Hard Surface***	**MUP Unpaved/Gravel***
Bicycle	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
E-bike, Class 1	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
E-bike, Class 2	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
E-bike, Class 3	**No**	**Yes**	**Yes**	**No**	**No**
Electric personal assistive mobility device	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**
E-standup scooter	**No**	**Yes**	**Yes**	**Yes**	**No**
Motorized bicycle	**No**	**Yes**	**Yes**	**No**	**No**
Lightweight wheeled Vehicle	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**

***Under Section 11-06-080, all or any devices may be prohibited on certain sidewalks and/or multiuse paths by the posting of signs prohibiting their use in a particular area. Compliance with the posted signs is required**

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION THIRTEEN. That a new Section 11-06-100 "Bicycle Helmets" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-100 Bicycle Helmets.

A. It shall be unlawful for any person under eighteen (18) years of age to operate or ride upon a bicycle, electric or motorized bicycle, electric personal assistive mobility device, electric miniature scooter, electric standup scooter, skateboard or lightweight wheeled vehicle on any roadway, sidewalk, or multiuse path unless that person wears a protective helmet that is properly fitted and fastened.

B. No parent or guardian of any unemancipated minor under eighteen (18) years of age shall knowingly allow the minor to violate this section.

C. The first time a person is charged with a violation of this section the Court may dismiss the charge upon presentation of evidence that the person has purchased or obtained a protective helmet.

D. For purposes of this section "protective bicycle helmet" means a helmet containing a manufacturer's certification that it meets the standards of either the American National Standards Institute (ANSI), the American Society for Testing and Materials (ASTM), or the United States Consumer Product Safety Commission (CPSC).

E. Except as authorized by A.R.S. Section 28-1599, a violation of this chapter cannot be used as evidence of negligence or comparative negligence in a subsequent civil or criminal proceeding.

(Ord. No. 2026-985, Enacted, 10/08/26)

SECTION FOURTEEN. That a new Section 11-06-110 "Violations and Penalties" in Article 11-06 "BICYCLES, ELECTRIC BICYCLES, ELECTRIC AND NON-ELECTRIC POWERED VEHICLES, AND ELECTRIC PERSONAL ASSISTIVE MOBILITY DEVICES" in Chapter 11 "TRAFFIC" of the Town Code is hereby enacted to read as follows:

11-06-110 Violations and Penalties.

Except as otherwise provided herein, violation of this Article shall constitute a civil traffic offense and shall be punishable by a fine of fifty dollars ($50.00) for each offense.

(Ord. No. 2026-985, Enacted, 10/08/26)

ITEM NO. 10b

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Heather Ruder, Public Works Director

DEPARTMENT: Public Works

AGENDA TYPE: Old Business

SUBJECT: Amendments to Town Code Chapter 12, Floodplain Management - Consideration & Possible Action (2nd Reading, Public Hearing) [John Litteer, PE, Town 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:
Like other counties, Yavapai County has a Flood Control District under ARS Title 48, Chapter 21, Article 1 that regulates development in order to avoid damage from storm water. There is an option under ARS 48-3610 for cities and towns within the District to assume the District's powers and duties within their jurisdictions (including adoption of floodplain management regulations). The Town has exercised this option since shortly

after its incorporation.

Because federal funding under the National Flood Insurance Program is at stake, the Arizona Department of Water Resources (ADWR) is involved in ensuring that local floodplain management regulations are up-to-date in relation to federal and state requirements. ADWR has adopted a 3 to 5 year Community Assist Visit cycle to review local regulations. Prescott Valley had an ADWR inspection in May 2026 that resulted in proposed updates to the Town's version of the model ADWR floodplain regulations (Town Code Chapter 12). Since then, Town staff (including the Legal Department) has worked with ADWR staff to prepare a final set of Amendments for Town Council consideration.

At a regular meeting on September 24, 2026, after holding a public hearing, the Town Council voted to read Ordinance No. 2026-984 by title only on two separate occasions, then place the same on final passage.

Now, in consideration of these amendments, the Town Council will hold a second public hearing (public notice having been provided). The Town Clerk will then read Ordinance No. 2026-984 by title only for the second reading, after which the Mayor will ask if the Ordinance should pass. If the vote is in favor of passage, Ordinance No. 2026-984 would be effective 30 days thereafter.

RECOMMENDED MOTION:
[the Mayor instructs the Town Clerk to read Ordinance No. 2026-984 adopting by reference that certain public record entitled “Chapter 12 Floodplain Management” by title only for the 2nd Reading, then asks “Shall the Ordinance Pass?”] **VOTE.**

STAFF RECOMMENDATION:
Town staff recommends reading and ultimately adopting Ordinance No. 2026-984 approving proposed Amendments to Chapter 12 Floodplain Management.

FISCAL ANALYSIS:
There is no anticipated direct fiscal impact due to the requested action.

Attachments

ORD 2026-984 Town Code Chapter 12 Amendments
ORD 2026-984 Town Code Chapter 12 Amendments (Exh A)

Ordinance No. 2026-984

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, AMENDING CHAPTER 12 "FLOODPLAIN MANAGEMENT" OF THE TOWN CODE; PROVIDING THAT ALL OTHER CHAPTERS, ARTICLES, SECTIONS, AND SUBSECTIONS OF THE TOWN CODE NOT HEREIN REPEALED, REPLACED OR AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT, IF ANY PROVISION IN THIS ORDINANCE IS HELD INVALID BY A COURT OF COMPETENT JURISDICTION, THE REMAINING PROVISIONS SHALL NOT BE AFFECTED BUT SHALL CONTINUE 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, the U.S. Congress established the National Flood Insurance Program (NFIP) in 1968 to mitigate future flood damage nationwide and provide property owners with flood insurance protection at reasonable rates; and

WHEREAS, an essential component of the NFIP is for local communities to adopt and administer floodplain management measures which meet minimum NFIP standards so that residents and property owners may be eligible for flood insurance, federally-insured loans, and federal disaster relief [Code of Federal Regulations (CFR) Title 44, Chapter I, Parts 59-77]; and

WHEREAS, the Arizona Department of Water Resources (ADWR) plays an important role under the NFIP by (among other things) serving as a link between the Federal Emergency Management Agency (FEMA) and local communities, and by assisting local communities in developing floodplain management regulations; and

WHEREAS, Arizona Revised Statutes (ARS) §§48-3601 through 48-3627 require Arizona communities to enact and enforce floodplain management regulations which include: (a) minimum regulatory standards, (b) public hearing requirements for enacting or amending the regulations, and (c) requirements for issuing variances; and

WHEREAS, in accordance with its role and these statutes, ADWR has developed (and updated from time to time) a model floodplain management ordinance that meets minimum NFIP standards; and

WHEREAS, ADWR updated its Floodplain Management Model Ordinance for Non-Colorado River Communities (Model Ordinance) as of June 2023; and

WHEREAS, the Town now proposes to amend Chapter 12 consistent with the 2023 Model Ordinance; and

WHEREAS, ARS §48-3609(F) requires any floodplain management regulations (including, presumably, any amendments) to be adopted after a public hearing (notice of

said hearing to be (a) published, and (b) mailed to the ADWR Director at least 30 days before the hearing), and to be mailed to ADWR and Yavapai County within five (5) days after adoption; and

WHEREAS, the Town Council hereby determines that these floodplain management regulations are consistent with the health, safety and welfare needs of the community; and

WHEREAS, ARS §9-802 provides a procedure whereby a municipality may enact provisions of a code by reference, without setting forth such provisions, providing the adopting ordinance is published in full;

WHEREAS, ARS §9-803 requires penalty clauses in such public records to be set forth in full in the adopting ordinance; and

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

SECTION ONE. That that certain document entitled "AMENDMENTS TO CHAPTER 12 'FLOODPLAIN MANAGEMENT'", attached hereto as Exhibit "A"[1], be declared to be a public record and be hereby adopted as if fully set forth herein in accordance with ARS §9-802.

SECTION TWO. That the following penalty clause in Section 12-03-100 "Abatement of Violations" in Article 12-03 "GENERAL PROVISIONS" in Chapter 12 "FLOODPLAIN MANAGEMENT" of the Town Code is hereby renamed and amended to read as follows:

12-03-100 ~~Abatement~~Notice of Violations.

~~Within sixty (60) days of discovery of a Violation of this Chapter, the Floodplain Administrator shall submit a report to the Floodplain Board which shall include all information available to the Floodplain Administrator which is pertinent to said Violation. Within thirty (30) days of receipt of this report, the Floodplain Board shall:~~

~~A. Take any necessary action to effect the abatement of or otherwise remedy such Violation; or~~

~~B. Issue a Variance to this Chapter in accordance with the provisions of Article 12-06 herein (as amended); or~~

~~C. Order the owner of the property upon which the Violation exists to provide whatever additional information may be required for the Floodplain Board's determination. Such information must be provided to the Floodplain Administrator within 60 days of such order and the Floodplain Administrator~~

[1] Exhibits on file in the office of the Town Clerk for public review.

~~shall submit an amended report to the Floodplain Board within 30 days after the information is provided. At the next regularly-scheduled public meeting that is no sooner than one (1) week after receiving the report, the Floodplain Board shall either order the abatement of said Violation or they shall grant a Variance in accordance with the provisions of Article 12-06 herein (as amended); or~~

~~D. Submit to FEMA a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 (as amended).~~

If the Chief Engineer finds that a person has engaged or is engaging in development in the floodplain without a floodplain use permit, has engaged or is engaging in any development that is not in compliance with an active floodplain use permit or has damaged or interfered with facilities that are authorized pursuant to A.R.S. Title 48, Chapter 21 without written authorization of the Floodplain Board, the Chief Engineer shall issue a notice of violation to the owner, occupant or manager of the real property on which the development is located or to the person who has damaged or interfered with the facilities. The notice of violation shall identify the violations observed and order the violator to cease and desist any ongoing activity that is not in compliance with the regulations adopted pursuant to this chapter or cease and desist any damage or interference that is not authorized by the Board. The notice of violation shall include the date and time by which the person must mail or deliver a response to the notice of violation.

(Ord. No. 69, Enacted, 04/29/82; Ord. No. 124, Rep&ReEn, 12/19/85; Ord. No. 146, Rep&ReEn, 03/26/87; Ord. No. 178, Ren&Amd, 05/26/88, 15-03-090; Ord. No. 671, Renumbered, 09/28/06, 12-03-090; Ord. No. 889, Amended, 05/13/21; Ord. No. 2026-984, Ren&Amd, 10/08/26)

SECTION THREE. That all other Chapters, Articles, Sections, and Subsections of the Town Code not herein repealed, replaced, or amended shall remain in full force and effect.

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

SECTION FIVE. That this Ordinance shall be effective 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 8th day of October, 2026.

_____

Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

EXHIBIT "A"

Chapter 12 Floodplain Management

EXHIBIT "A"

CHAPTER 12 FLOODPLAIN MANAGEMENT

12-02-010 Definitions.

Unless specifically defined below, words or phrases used in this Chapter shall be interpreted so as to give them the meaning they have in common usage and to give this Chapter its most reasonable application.

A. Accessory Structure: ~~A structure that is on the same parcel of property as a principal structure, the use of which is incidental to the use of the principal structure. For floodplain management purposes, the term includes only accessory structures used for parking and storage.~~ For floodplain management purposes, accessory structures are structures that are on the same parcel of property as a principal structure, the use of which is incidental to the use of the principal structure. Accessory structures must be used for parking or storage, be small and represent a minimal investment by owners, and have low damage potential. FEMA considers "small" to mean not larger than a one-story two-car garage. Examples of small accessory structures include, but are not limited to, detached garages, storage and tool sheds, and small boathouses.

- Structure Size - The footprint of a typical two-car garage is about 600 square feet in area.
- Storage - Contents stored in wet floodproofed structures will get wet during flooding.

. . .

H. Chief Engineer: See "Floodplain Administrator".

~~H.~~I. Community: Any state, area, or political subdivision thereof, or any Indian tribe or authorized tribal organization, or authorized native organization, which has authority to adopt and enforce Floodplain Management Regulations for the areas within its jurisdiction.

~~I.~~J. Development: Any man-made change to improved or unimproved real estate, including (but not limited to) Buildings or other Structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

~~J.~~K. Elevation Certificate: An administrative tool of the National Flood Insurance Program (NFIP) that is used to provide elevation information necessary to ensure compliance with Community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

~~K.~~L. Encroachment: ~~The advance or infringement of uses, plant growth, fill, excavation, Buildings, permanent Structures or Development into a Floodplain, which may impede or alter the flow capacity of a Floodplain.~~ Activities or construction within the floodway including fill, new construction, substantial improvements, and other development.

These activities are prohibited within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses that the proposed encroachment would not result in any increase in flood levels.

[No revisions to existing subparagraphs L through BB which are hereby renumbered as subparagraphs M though CC to conform.]

~~CC. Levee: A man-made Structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary Flooding.~~

~~DD. Levee System: A Flood protection system which consists of a Levee, or Levees, and associated Structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.~~

~~EE.~~DD. Lowest Floor: The lowest floor of the lowest enclosed area, including the Basement. See "Basement." An unfinished or Flood resistant enclosure, usable solely for parking of vehicles, Building access or storage in an area other than a Basement area, is not considered a Building's Lowest Floor (provided that such enclosure is not built so as to render the Structure in violation of the applicable non-elevation design requirements of this Chapter).

~~FF.~~EE. Manufactured Home: A Structure, transportable in 1 or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "Manufactured Home" does not include "Recreational Vehicles".

~~GG.~~FF. Manufactured Home Park or Subdivision: A parcel (or contiguous parcels) of land divided into 2 or more Manufactured Home lots for rent or sale.

~~HH.~~GG. Market Value: Replacement cost of a Structure less depreciation since construction.

~~II.~~HH. Mean Sea Level: For purposes of the NFIP, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which BFEs shown on a Community's FIRM are referenced.

~~JJ.~~II. New Construction: For the purposes of determining insurance rates, Structures for which the Start of Construction commenced on or after the effective date of an initial FIRM or after May 29, 1982 (whichever is later), and includes any subsequent improvements to such Structures. For Floodplain Management purposes, New Construction means Structures for which the Start of Construction commenced on or after the effective date of a Floodplain Management Regulation adopted by a Community and includes any subsequent improvements to such Structures.

~~KK.~~JJ. Obstruction: Including (but not limited to) any dam, wall, wharf, embankment, ~~Levee, Levee System,~~ dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, Building, wire, fence, rock, gravel, refuse, fill, Structure, vegetation or other material in, along, across or projecting into any Watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or (due to its location) its propensity to snare or collect debris carried by the flow of water, or its

likelihood of being carried downstream.

[No revisions to existing subparagraphs LL through TT, which are hereby renumbered as subparagraphs KK though SS to conform.]

~~UU.~~TT. Structure: ~~A walled and roofed Building that is principally above ground (including a gas or liquid storage tank or Manufactured Home).~~ For floodplain management purposes, a structure is a walled and roofed building that is principally above ground, where walled is considered "two or more outside rigid walls" and roofed is "a fully secured roof." The term includes gas and liquid storage tanks and manufactured homes. The terms "structure" and "building" are used interchangeably in the NFIP regulations and this bulletin. Floodplain managers must use professional judgement to determine which proposed development projects are "walled and roofed," and thus regulated as structures, and which proposed projects are regulated as development.

[No revisions to existing subparagraphs VV through GGG, which are hereby renumbered as subparagraphs UU though FFF to conform.]

(Ord. No. 19, Enacted, 01/24/80; Ord. No. 69, Ren&Amd, 04/29/82, 15-01-010; Ord. No. 124, Rep&ReEn, 12/19/85; Ord. No. 146, Rep&ReEn, 03/26/87; Ord. No. 178, Ren&Amd, 05/26/88, 15-02-010; Ord. No. 375, Renumbered, 12/28/95, 12-02; Ord. No. 671, Rep&ReEn, 09/28/06; Ord. No. 889, Amended, 05/13/21; Ord. No. 2026-984, Amended, 10/08/26)

12-03-100 ~~Abatement~~Notice of Violations.

~~Within sixty (60) days of discovery of a Violation of this Chapter, the Floodplain Administrator shall submit a report to the Floodplain Board which shall include all information available to the Floodplain Administrator which is pertinent to said Violation. Within thirty (30) days of receipt of this report, the Floodplain Board shall:~~

~~A. Take any necessary action to effect the abatement of or otherwise remedy such Violation; or~~

~~B. Issue a Variance to this Chapter in accordance with the provisions of Article 12-06 herein (as amended); or~~

~~C. Order the owner of the property upon which the Violation exists to provide whatever additional information may be required for the Floodplain Board's determination. Such information must be provided to the Floodplain Administrator within 60 days of such order and the Floodplain Administrator shall submit an amended report to the Floodplain Board within 30 days after the information is provided. At the next regularly-scheduled public meeting that is no sooner than one (1) week after receiving the report, the Floodplain Board shall either order the abatement of said Violation or they shall grant a Variance in accordance with the provisions of Article 12-06 herein (as amended); or~~

~~D. Submit to FEMA a declaration for denial of insurance, stating that the property is in violation of a cited state or local law, regulation or ordinance, pursuant to Section 1316 of the National Flood Insurance Act of 1968 (as amended).~~

If the Chief Engineer finds that a person has engaged or is engaging in development in the floodplain without a floodplain use permit, has engaged or is engaging in any development that is not in compliance with an active floodplain use permit or has damaged or interfered with facilities that are authorized pursuant to A.R.S. Title 48, Chapter 21 without written authorization of the Floodplain Board, the Chief Engineer shall issue a notice of violation to the owner, occupant or manager of the real property on which the development is located or to the person who has damaged or interfered with the facilities. The notice of violation shall identify the violations observed and order the violator to cease and desist any ongoing activity that is not in compliance with the regulations adopted pursuant to this chapter or cease and desist any damage or interference that is not authorized by the Board. The notice of violation shall include the date and time by which the person must mail or deliver a response to the notice of violation.

(Ord. No. 69, Enacted, 04/29/82; Ord. No. 124, Rep&ReEn, 12/19/85; Ord. No. 146, Rep&ReEn, 03/26/87; Ord. No. 178, Ren&Amd, 05/26/88, 15-03-090; Ord. No. 671, Renumbered, 09/28/06, 12-03-090; Ord. No. 889, Amended, 05/13/21; Ord. No. 2026-984, Ren&Amd, 10/08/26)

12-04-010 Designation of Floodplain Administrator.

The ~~manager of the Town's engineering department or division~~Public Works Department or designee is hereby designated as the Floodplain Administrator to administer, implement and enforce this Chapter by granting or denying Development permits in accordance with its provisions.

(Ord. No. 671, Enacted, 09/28/06; Ord. No. 2026-984, Amended, 10/08/26)

12-04-030 Establishment of Development Permit.

A. A Development permit shall be obtained before construction or Development begins (including placement of Manufactured Homes) within any SFHA established in Section 12-03-020 herein (as amended). Application for a Development permit shall be ~~made on forms furnished~~reviewed by the Floodplain Administrator and may include (but not be limited to) plans drawn to scale showing the nature, location, dimensions and elevation of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities and the location of the foregoing. Specifically, applications shall show:

. . .

. . .

(Ord. No. 19, Enacted, 01/24/80; Ord. No. 69, Ren&Amd, 04/29/82, 15-01-050; Ord. No. 124, Rep&ReEn, 12/19/85; Ord. No. 146, Rep&ReEn, 03/26/87; Ord. No. 178, Renumbered, 05/26/88, 15-04-010; Ord. No. 671, Renumbered, 09/28/06, 12-04-010; Ord. No. 889, Amended, 05/13/21; Ord. No. 2026-984, Amended, 10/08/26)

12-05-010 Standards of Construction.

In all SFHAs, the following standards are required:

. . .

C. Elevation and Floodproofing.

1. Residential Construction. Residential construction (new or Substantial Improvements), shall have the Lowest Floor (including Basement) elevated to or above the RFE -

. . .

d. A garage attached to a residential Structure (constructed with the garage floor slab below the RFE) must be designed to allow for the automatic entry and exit of floodwaters and must be used solely for parking, access and/or storage.

Upon completion of the Structure, certification by a civil engineer registered in the State of Arizona shall be provided to the Floodplain Administrator to verify that the elevation requirements (as set forth in this Section) of the Lowest Floor (including Basement) have been satisfied.

. . .

5. Flood Openings.

All New Construction and Substantial Improvement with fully enclosed areas below the Lowest Floor (excluding Basement) that are usable solely for parking of vehicles, Building access or storage, and which are subject to Flooding shall be designed to automatically equalize hydrostatic Flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. Designs for meeting this requirement must meet or exceed the following criteria:

~~A.~~a. For non-engineered openings:

~~1.~~(1) Have a minimum of two openings on different sides of each enclosed area, having a total net area of not less than one square inch for every square foot of enclosed area subject to Flooding;

~~2.~~(2) The bottom of all openings shall be no higher than one foot above grade;

~~3.~~(3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwater; or

~~B.~~b. For engineered openings:

~~1.~~(1) Engineered openings (or covers and devices) that are specifically designed and certified by a civil engineer or architect registered in the State of Arizona as meeting the performance and design requirements.

~~2.~~(2) Engineered openings (or covers and devices) for which an evaluation report has been issued by the International Code Council (ICC) Evaluation Service, Inc. (ICC-ES), a subsidiary of the ICC.

6. Machinery and Service Equipment.

All New Construction, Substantial Improvement and other proposed new Development shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located to or above the RFE ~~so as~~ to prevent water from entering or accumulating within the components during conditions of Flooding.

(Ord. No. 19, Enacted, 01/24/80; Ord. No. 69, Ren&Amd, 04/29/82, 15-01-060; Ord. No. 124, Rep&ReEn, 12/19/85; Ord. No. 146, Rep&ReEn, 03/26/87; Ord. No. 178, Ren&Amd, 05/26/88, 15-05-010; Ord. No. 671, Rep&ReEn, 09/28/06; Ord. No. 889, Amended, 05/13/21; Ord. No. 2026-984, Amended, 10/08/26)

ITEM NO. 11a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM:

DEPARTMENT: Town Manager's Office

AGENDA TYPE: New Business

SUBJECT: Development Impact Fee (DIF) Report - Public Hearing Only [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 Sept 15, 2026. This Report, prepared by Town consultant Raftelis, supplements the Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) which the Town Council approved at its Sept 24, 2026 meeting (and aligns with the requirements of Arizona

Revised Statutes §9-463.05). The Report covers the ten-year period from FY 2027 to FY 2037 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. The proposed maximum supportable DIFs for single-family dwellings are $3,616 for streets, $676 for police, $1,654 for parks/recreation, and $1,589 for library, totaling $7,535. Multifamily dwellings are assessed $2,457 for streets, $596 for police, $1,458 for parks/recreation, and $998 for library, totaling $5,509. Nonresidential DIFs per square foot are $0.98 for industrial, $2.13 for office/other services, and $4.87 for retail/restaurants for streets; $0.24, $0.52, and $1.74 for police; and $0.27, $0.69, and $0.63 for parks/recreation (respectively).

Revenue projections based on these DIFs (and the LUA) indicate that over the next ten years, the streets DIF will generate approximately $11.77 million, the police DIF $2.51 million, and the parks/recreation DIF $5.21 million (assuming development proceeds 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).

In summary, the proposed 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.

THIS ACTION

In accordance with ARS 9-463.05, this is a public hearing only. The item will be brought back to the Town Council on November 12, 2026 for further consideration.

RECOMMENDED MOTION:
N/A Public Hearing Only

STAFF RECOMMENDATION:
N/A Public Hearing Only

FISCAL ANALYSIS:
Revenue projections based on these proposed maximum supportable DIFs indicate that over the next ten years, the streets DIF will generate approximately $11.77 million, the police DIF $2.51 million, and the parks/recreation DIF $5.21 million (assuming development proceeds in the community as projected). The Library DIF is expected to yield approximately $403,000 in the next year.

Attachments

Draft DIF Report
DIF Report PowerPoint



TOWN OF PRESCOTT VALLEY

Non-Utility Development Impact Fee Report

DRAFT REPORT / September 15, 2026

RAFTELIS

RAFTELIS

September 15, 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 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 the Arizona Revised Statute 9-463.05.

We would like to thank you and the entire staff engaged in this project for your and the Town's staff for their assistance. Questions regarding this report and the Study should be directed to Mr. Cristiano at the contact information below.

Sincerely,
RAFTELIS

Todd Cristiano

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/recreational 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 (DIF). 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 is 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 in development fee collections and expenditures
- New requirements for credits, "grandfathering" rules, and refunds

The Town of Prescott Valley (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 be only used for construction, acquisition, or expansion of public facilities that are necessary public services. Necessary public facilities 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 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, Mayor's Commission, and elected officials, was $81,320. The cost of professional services was allocated equally 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 amount 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 classes – 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.

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 which 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)

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	*Industrial*	*Office/Services*	*Retail/Restaurant*
		$3,316 per housing unit	$980 per 1000 Sq Ft	$2,130 per 1000 Sq Ft	$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 police facilities eligible for development fee funding. The Town of Prescott Valley will refer 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, 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 commercial 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[1]

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 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

[1] 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, 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 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[2]

Parks and Recreation Growth Cost Over 10 Years => $5,220,107

Parks and Recreation Impact Fee Revenue		*Average Residential*	*Industrial*	*Office/Services*	*Retail/Restaurant*
		$1,603	$270	$690	$630
	Year	per housing unit	per 1000 Sq Ft	per 1000 Sq Ft	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 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 =>	$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.

[2] 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)		Total
	Principal	Interest	
2027	$1,115,000	$26,537	
	$1,115,000	**$26,537**	**$1,141,537**

Based on the 2027 land use assumptions, Figure 10 projects library impact fee revenue to 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

October 8, 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 11, 2026	Adoption of DIFs
Effective Date	January 26, 2027	Implementation of fees
Total Days from Start to Effective Date		***260***

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

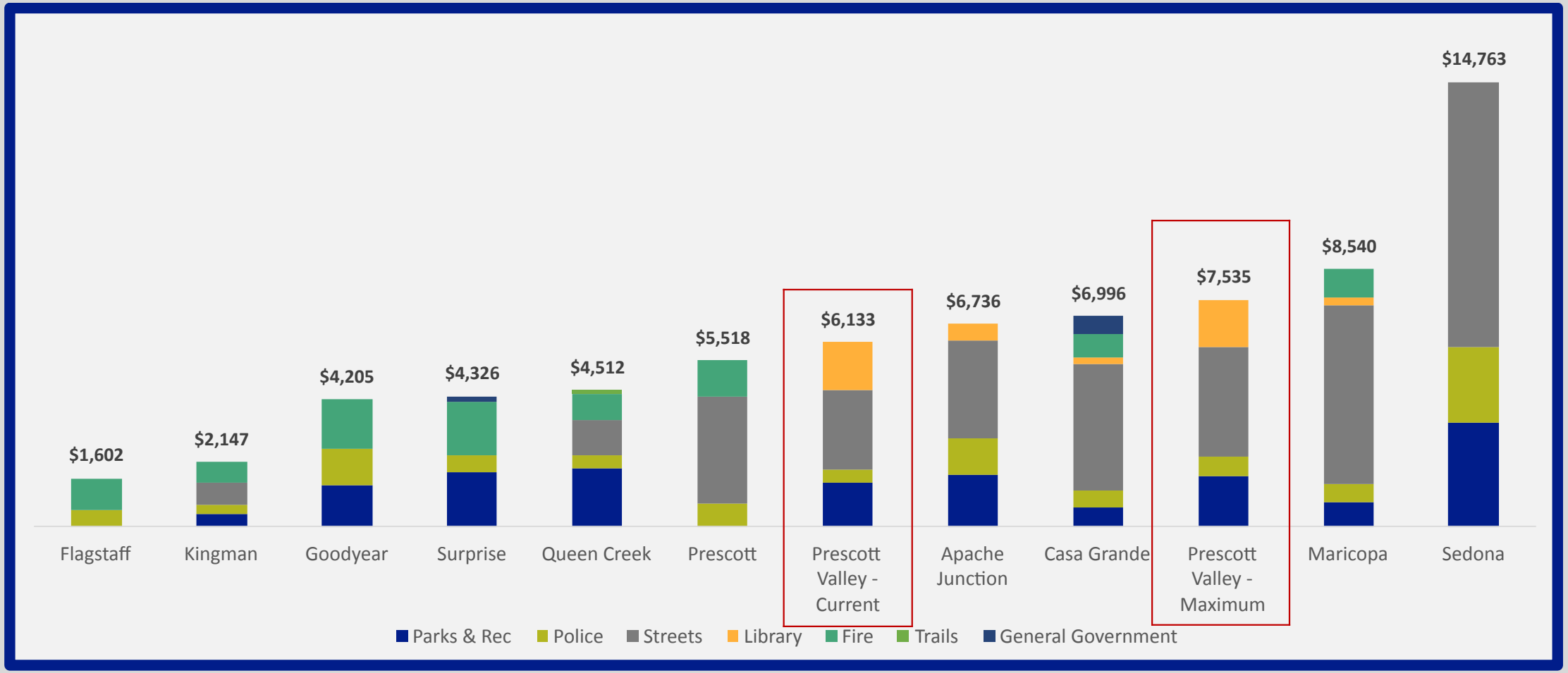
Comparison of the proposed maximum supportable and current fees, all areas

Description	Streets	Parks/Trails	Police	Library [1]	Total	Current	Change - $
Residential, $ per Dwelling Unit							
Single Family	$3,616	$1,654	$676	$1,589	**$7,535**	$6,133	$1,402
Multifamily	$2,457	$1,458	$596	$998	**$5,509**	$4,119	$1,390
Non-Residential, $ per Square Foot							
Industrial	$0.98	$0.27	$0.24		**$1.49**	$1.53	($0.04)
Office & Other Services	$2.13	$0.69	$0.52		**$3.34**	$2.97	$0.37
Retail & Restaurants	$4.87	$0.63	$1.74		**$7.24**	$3.94	$3.30
[1] Library fees are used to pay outstanding debt and will be discontinued upon debt obligation satisfaction							

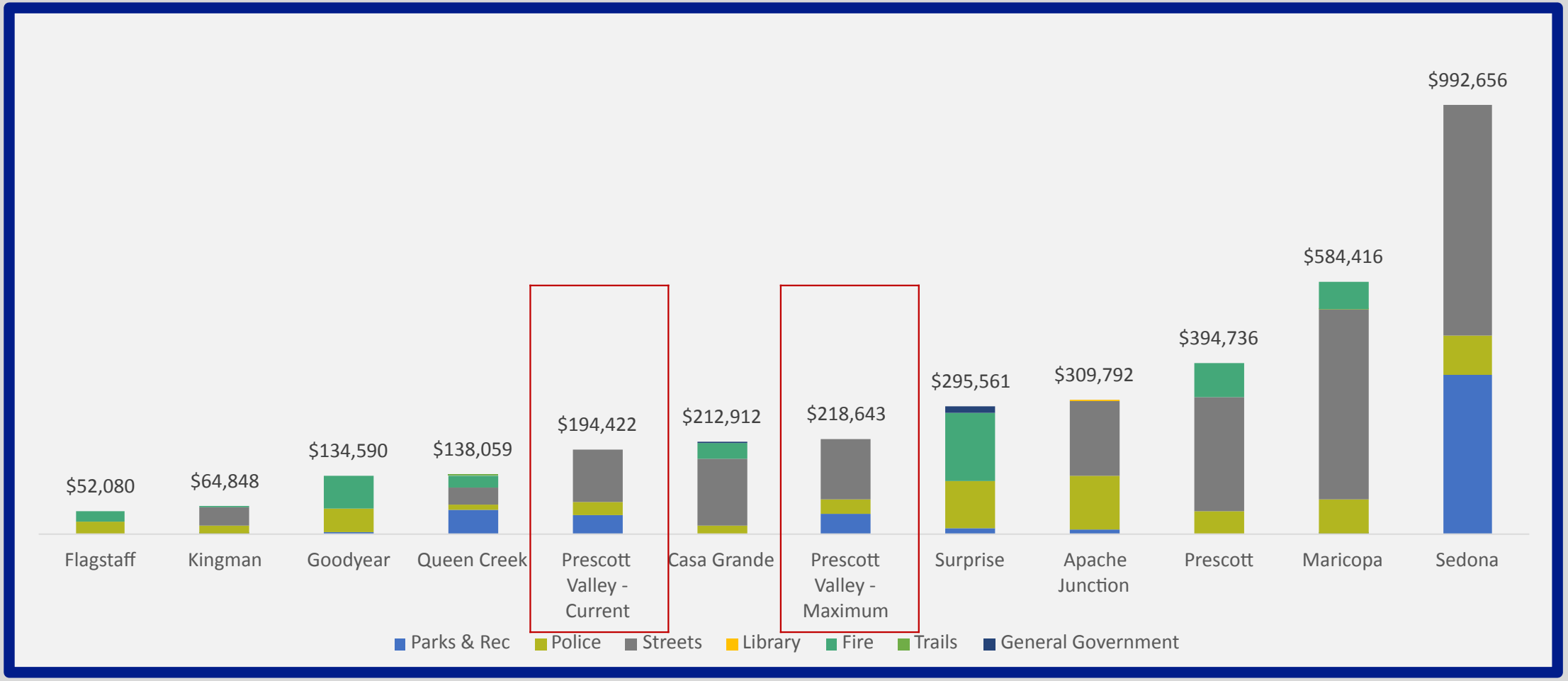
Fee Comparison



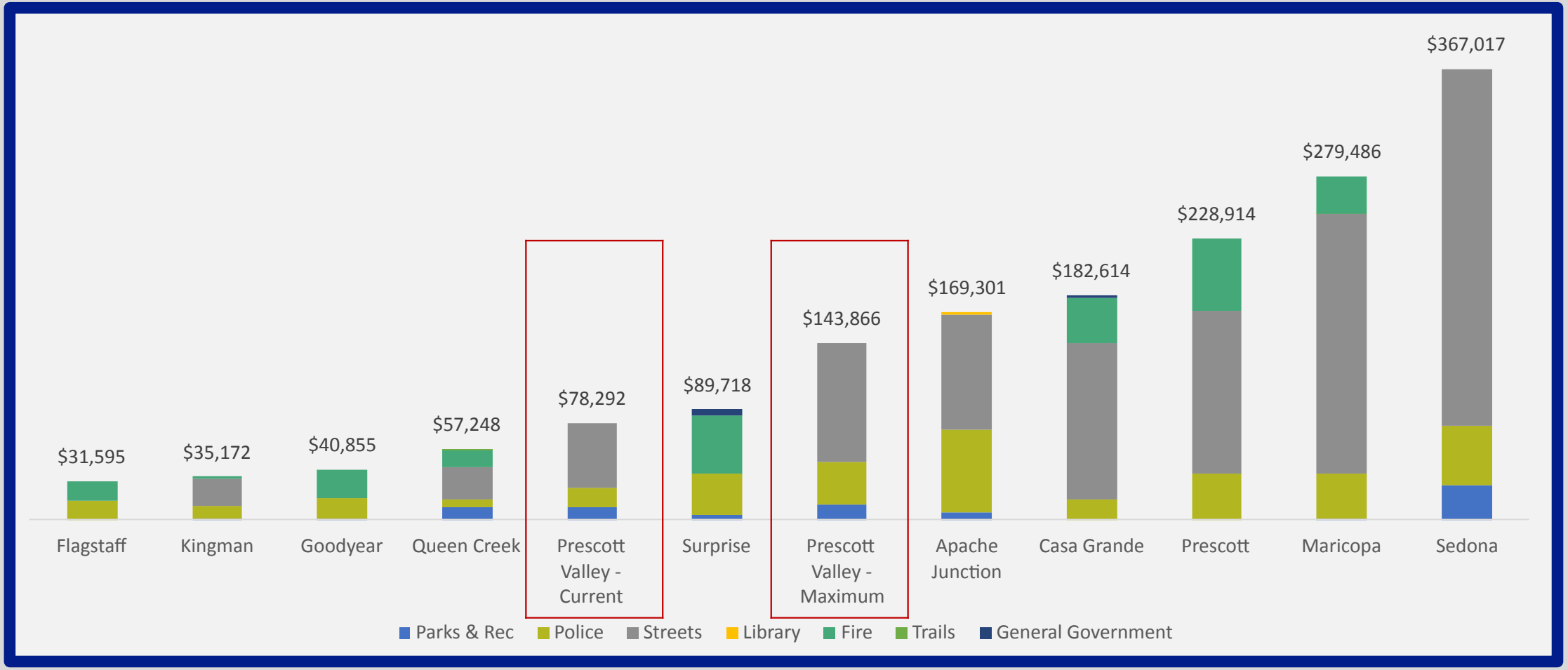
Residential
3 bedroom, 2,000 sq ft dwelling



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. 11b

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM:

DEPARTMENT: Town Manager's Office

AGENDA TYPE: New Business

SUBJECT: 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]

VISION 2024 FOCUS AREA:

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

SUMMARY/BACKGROUND:
On August 13, 2026, the Town Council approved an agreement with Willdan Financial Services to assist the Town in updating Utility System Rates & Capacity Charges adopted per ARS 9-511.01 (e.g., Water and Wastewater Rates, System Capacity Charges, Water Resource Fee, and Stormwater Fee).

In order to meet statutory deadlines, it is proposed that Willdan first focus on the Water

& Wastewater System Capacity Charges (with any increase being considered at the December 10, 2026 Town Council meeting). Therefore, this agenda item is for the Town Council to approve (for public information) this Notice of Intent to increase Water & Wasatewater System Capacity Charges in accordance with applicable procedures in ARS 9-511.01.

Water & Wastewater System Capacity Charges adopted per ARS 9-511.01 are one-time charges paid by new development to fund expansion of utility infrastructure needed for such new developments. The revenue is not used for operations, maintenance, or fixing existing deficiencies—but strictly for building new system capacity.

Water System Capacity Charges fund capital improvements required to provide additional water system capacity, including:

- New well capacity (e.g., drilling or upgrading production wells)
- Water storage tanks (adding volume to meet peak demands and fire-flow requirements)
- Transmission and distribution mains (upsizing or extending water main lines needed because of new development)

Wastewater System Capacity Charges fund capital improvements required to increase wastewater system capacity, including:

- Expansion of the wastewater treatment plant (capacity-related components only)
- Wastewater collection system improvements (wastewater trunk main lines, lift stations, and other conveyance infrastructure supporting new development)

These System Capacity Charges are designed to ensure new development pays for the proportional share of system expansion needed to serve it. The Charges may only be used for growth-related capital facilities (e.g., constructing or expanding water and wastewater infrastructure needed to deliver service to new units).

If the timeline proceeds as planned, Willdan will complete the required draft report per ARS 9-511.01 by November 9, 2026 for staff and public review before the scheduled December 10 public hearing and Town Council consideration of any Water & Wastewater System Capacity Charge increases. Thus, it is proposed that the Town Council now vote to approve this Notice of Intent to increase Water & Wastewater System Capacity Charges in accordance with the timeline. Required publication of the hearing date will also occur.

RECOMMENDED MOTION:
Motion 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. **VOTE.**

STAFF RECOMMENDATION:

Staff recommends the Town Council vote to approve the proposed Notice of Intent to increase Water & Wastewater System Capacity Charges in accordance with ARS 9-511.01.

FISCAL ANALYSIS:

The draft report with any potential Water & Wastewater System Capacity Charges increases (along with supporting financial projections), is anticipated to be ready for staff and public review by November 9, 2026 in anticipation of the Dec 10, 2026 Town Council meeting date (and public hearing).

Attachments

ARS 9-511.01 Adopting Water & Wastewater Fees

A.R.S. § 9-511.01

§ 9-511.01. Water and wastewater business; rates; procedures; responsibility for payments

Effective: September 12, 2026
Currentness

A. A municipality engaging in a domestic water or wastewater business shall not increase any water or wastewater rate or rate component, fee or service charge without complying with the following:

1. Prepare a written report or supply data supporting the increased rate or rate component, fee or service charge. The report or supporting data shall include cash flow projections that indicate all anticipated revenues from residential and nonresidential customers and the overall expenses for providing water or wastewater service. A copy of the report and cash flow projections shall be made available to the public by filing a copy in the office of the clerk of the municipality governing board and posting the report and cash flow projections on the municipality's website or the website of an association of cities and towns if the municipality does not have a website at least thirty days before the public hearing described in paragraph 2 of this subsection.

2. Adopt a notice of intention by motion at a regular council meeting to increase water or wastewater rates or rate components, fees or service charges and set a date for a public hearing on the proposed increase that shall be held at least sixty days after adoption of the notice of intention. A copy of the notice of intention showing the date, time and place of the hearing shall be published one time in a newspaper of general circulation within the boundaries of the municipality not less than twenty days before the public hearing date.

3. For the portion of a water or wastewater fee that is adopted or increased after December 31, 2026 to fund capital improvements to water or wastewater facilities that serve new growth, adopt growth-related fees as prescribed by § 9-463.05.

B. After holding the public hearing, the governing body may adopt, by ordinance or resolution, the proposed rate or rate component, fee or service charge increase or any lesser increase.

C. Notwithstanding § 19-142, subsection B, the increased rate or rate component, fee or service charge shall become effective thirty days after adoption of the ordinance or resolution.

D. Any proposed water or wastewater rate or rate component, fee or service charge adjustment or increase shall be just and reasonable.

E. Rates and charges demanded or received by municipalities for water and wastewater service shall be just and reasonable. Every unjust or unreasonable rate or charge demanded or received by a municipality is prohibited and unlawful.

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F. A municipality may not assess or collect a fee on new water or wastewater service connections at the time of the establishment of service to those connections for the purpose of recovering the municipality's costs of acquiring, whether by purchase or by eminent domain, the utility plant, facilities, system or other property of a public service corporation or another municipality engaged in the business of providing water or wastewater service. This subsection does not apply to water or wastewater fees adopted before January 1, 2016 or to water or wastewater fees included in a notice of intent to adopt or increase water or wastewater rates and fees adopted before January 1, 2016.

G. For residential property of four or fewer units, a municipality shall not require payment of unpaid water and wastewater service rates and charges by anyone other than the person who the municipality has contracted with to provide the service, who physically resides or resided at the property and who receives or received the service. A property owner, an immediate family member of the person who does not reside at the property or any other entity, at its sole discretion, may contract for water and wastewater service with a municipality and shall provide payment.

H. For residential property of four or fewer units, a municipality shall not refuse service within the municipality's service area for the unpaid water and wastewater rates and charges to anyone other than the person who physically resided and received the service at the property. A property owner, at the owner's sole discretion, may contract for water and wastewater service with a municipality and shall provide payment for that service.

Credits

Added by Laws 1992, Ch. 257, § 1. Amended by Laws 2006, Ch. 45, § 1; Laws 2010, Ch. 320, § 1; Laws 2011, Ch. 279, § 1; Laws 2016, Ch. 195, § 1; Laws 2026, Ch. 121, § 3.

Notes of Decisions (1)

A. R. S. § 9-511.01, AZ ST § 9-511.01
Current through legislation of the Second Regular Session of the Fifty-Seventh Legislature (2026).

End of Document

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ITEM NO. 11c

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Heather Ruder, Public Works Director

DEPARTMENT: Public Works

AGENDA TYPE: New Business

SUBJECT: Construction Services (CMAR) and Architectural Services (Including Construction Administration), Town Aquatics & Recreation Facility (CIP #CF2503) - Consideration & Possible Action (Approve) [Heather Ruder, Public Works 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 proposes to replace its aging Mountain Valley Splash outdoor pool with a new facility. Over a period of time, two different paths have been developed as possibilities. One involves a public vote at the General Election on November 3, 2026. This vote is to consider whether to approve a separate transaction privilege tax over a period of time to construct a new Aquatic and Recreation Facility. If the vote is not in favor of financing both an aquatic and recreation facility, then the current facility will simply be replaced by a new aquatic facility using different funding. In anticipation of the upcoming vote, Town staff has arranged for two professional services agreements that will be flexible enough to design and construct

whichever facility the voters approve.

1. Executive Summary
This agenda item seeks Town Council approval of two separate professional services agreements:

- A Professional Services Agreement with Grace Design Studios, LLC for Architectural Services (including Construction Administration); and
- A Construction Manager at Risk (CMAR) Agreement with CORE Construction, Inc.

Note that the selection panel recommended the selections for the design and CMAR services in accordance with Arizona law using a team-based Request for Qualifications (RFQ) structure (emphasizing collaboration between the design team and the CMAR team).

2. Procurement involved soliciting Requests for Qualifications (RFQs) in accordance with Arizona law:

- RFQ Advertisement March 29, 2026 (Bonfire Procurement Portal)
- RFQ structured as team-based selection (architect and general contractor/CMAR team)...though separate contracts are being awarded.
- Ten (10) Statements of Qualifications (SOQs) were received June 1, 2026
- Evaluation Process
    - Review panel assembled consisting of:
        - Town staff
        - Town project/construction manager
        - Independent/outside contractor
        - Independent/outside architect
    - Panel reviewed SOQs and generated initial scoring summary on Bonfire portal to identify top four (4) teams.
- Interviews held June 22, 2026
    - Interviewed top 4 teams
    - Subsequent Bonfire scoring summary identified top-ranked team
- Fee Proposals Provided:
    - After scoring notification, Core Construction and Grace Architects submitted detailed fee proposals for Town review
- Staff Review Completed:
    - Fees and contract requirements were evaluated prior to making this final recommendation for approval

3. Scope of Work:
<u>Grace Design Studios, LLC — Architectural Services (including Construction Administration)</u>

- Architectural design services
- Construction administration and coordination during the design/construction life cycle
- Development of project documents to support later Guaranteed Maximum Price (GMP) negotiation and procurement activities

<u>CORE Construction, Inc. — CMAR (Preconstruction Services)</u>

- Pre-construction planning support (including constructibility input and estimating support)
- Cost estimating and participation in design development to support GMP refinement
- Collaboration with design team to prepare later construction phase procurement

4. GMP / Future Construction Award
The construction phase cost from the recommended general contractor is not included in the awards being requested in this action. The GMP will be negotiated separately during the design phase following an open book estimate process and will be included in a future Town Council award.

RECOMMENDED MOTION:
A. Motion 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). **VOTE.**

B. Motion to approve a Construction Manager at Risk (CMAR) Agreement with CORE Construction, Inc. for the potential Aquautics & Recreation Facility Project (CIP# CF2503) in the amount of $349,476.00. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends approval of each of the (A) Architectural Services Agreement with Grace Design Studios, LLC and (B) Construction Services (CMAR) Agreement with CORE Construction, Inc. for the potential Aquatics & Recreation Facility project (CIP# CF2503).

FISCAL ANALYSIS:
Total Cost this Request: $3,143,378.00

- Contract funding for Architectural Services (including construction administration): $2,743,902.00 plus owner contingency of 1.6% in the amount of $50,000
- Contract funding for Construction Services (CMAR): $349,476.00
- NOTE: these total contract requests assume the Recreation Facility portion of the Project is approved by voters at the November 3, 2026 General Election.

Grace Design Studios, LLC Architectural Services (including Construction Administration)	
Path A- Apprx. $16M Aquatic Facility Only	Path B-Apprx. $30M Aquatic & Recreation Facility
$1,759,232	$2,743,902
$50,000 Owner Contingency	$50,000 Owner Contingency

Core Construction, Inc. Construction Services (CMAR)	

Path A- Apprx. $16M Aquatic Facility Only	Path B-Apprx. $30M Aquatic & Recreation Facility
$226,024	$349,476

Funding Source:
Funding is through Capital Improvements in the following sources:
$7,560,000.00 - Construction Sales Tax
$11,000,000.00 - Future Funding (Non-Departmental)

Budget Impact:

The Adopted Budget for Fiscal Year 2026-27 includes the potential Aquatics & Recreation Facility Project (CIP #CF2503).

Purchasing Method and Results:

In accordance with Arizona statutes, Architectural Services in the amounts proposed and Construction Services (CMAR) involve competitive selection through advertised Requests for Qualifications (RFQs) on March 29 and April 5, 2026. Ten (10) proposals were received for review. Ultimately, Grace Design Studios, LLC and CORE Construction, Inc. were selected as the top-ranked providers.

Attachments

CF2503 - Aquatics & Rec Facility - Grace - Agreement
CF2503 - Aquatics & Rec Facility - CORE - Agreement

TOWN OF PRESCOTT VALLEY, AZ

PRESCOTT VALLEY AQUATICS AND RECREATION FACILITY

PROJECT NO. CIP# CF2503

AGREEMENT FOR PROFESSIONAL SERVICES

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AGREEMENT FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this **10th** day of **September**, **2026**, by and between the **Town of Prescott Valley**, a municipal corporation of Arizona (hereinafter the "TOWN"), and **Grace Design Studios, LLC**, a Louisiana limited liability company (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform professional architectural design services for a project known and described as **"CIP #CF2503 – PRESCOTT VALLEY AQUATICS AND RECREATIONAL FACILITY"**, (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has authority to construct, reconstruct and maintain bridges, culverts, tunnels, sidewalks and crossways, curbs, gutters, siphons, manholes, steps, parking and parkways and also pipes, hydrants and appliances for fire protection, and prevent and punish for injuries thereto or obstructions thereon [ARS §§9-204(B)(4) and 48-572(A)(3)]; and

WHEREAS, the TOWN has authority to widen, extend, straighten, regulate, grade, clean or otherwise improve streets and avenues of the TOWN [ARS §§9-240(B)(3)(c), 48-571(A)(17) and 48-572(A)(1)]; and

WHEREAS, the TOWN has authority to provide its citizens with either potable water or treated effluent by constructing a municipal waterworks, fire protection and irrigation system of pipes, conduits, wells, cisterns, siphons, pumps, pumping plants, filtering plants, settling basins, hydrants, and reservoirs of every character [ARS §§9-240(B)(6), 48-571(A)(21) and 48-572(A)(2),(3)&(5)]; and

WHEREAS, the TOWN has authority to construct and maintain a sanitary sewer system of tunnels, drains, conduits, channels, outlets, outfalls, cesspools, manholes, flush tanks, and septic tanks of every character [ARS §§9-240(B)(5)(a)&(b), 48-571(A)(16) and 48-572(A)(2)&(4)]; and

WHEREAS, the TOWN has authority to construct and maintain a storm water drainage system of excavations, ditches, drains, conduits, channels, outlets, outfalls, crossings and catch basins of every character [ARS §§9-240(B)(5), 48-571(A)(16) and 48-572(A)(2),(4)&(5)]; and

WHEREAS, the TOWN has authority to hold, maintain and improve real property for the use and purpose of a public park, and to expend public funds for improvements thereto [ARS §§9-494(A), 9-511 and 11-932]; and

WHEREAS, Arizona towns have power to erect, purchase or lease necessary buildings for their purposes through public bidding and otherwise, including power to hire professional registrants to design and supervise construction of buildings [ARS §§9-240(B)(1) and Title 34]; and

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 Professional Services required by this Agreement, including the negotiated scope set forth in this Article 1, and the services described in the Accepted Proposal attached as Exhibit "A" (collectively, the "Services"), subject in all cases to the order of precedence and limitations stated in this Agreement. The CONSULTANT shall perform the Services consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. The CONSULTANT shall also comply with this Agreement, applicable laws and codes, approved criteria, and objective TOWN standards stated in the Contract Documents.

CONTRACT DOCUMENTS

The Contract Documents consist of the following, all of which are incorporated into and form part of this Agreement:

1. This Professional Services Agreement, including the negotiated scope, program basis, Phase 0 requirements, fee structure, and other project-specific provisions stated herein.
2. The Town of Prescott Valley solicitation/RFQ for CIP #CF2503 - Prescott Valley Aquatics and Recreational Facility, together with issued addenda and written clarifications incorporated by the TOWN.
3. Exhibit A - Accepted Proposal: Grace Design Associates, LLC revised proposal dated August 17, 2026, including only those subconsultant proposals expressly included in or appended to Exhibit A.
4. Exhibit B - Project Responsibility & Risk Allocation Matrix, as accepted by the parties and attached hereto.

Order of Precedence. In the event of any conflict, inconsistency, ambiguity, or omission among the Contract Documents, the following order of precedence applies: (1) this Agreement, including the negotiated scope and project-specific provisions stated herein; (2) Exhibit B; (3) the RFQ, addenda, and written TOWN clarifications; and (4) Exhibit A. CONSULTANT and SUBCONSULTANT proposals may supplement, but shall not reduce, limit, or qualify, the Services required by higher-precedence Contract Documents unless the TOWN expressly accepts the limitation in a written amendment. CONSULTANT remains fully responsible for complete performance and coordination of all Services required under this Agreement regardless of how such Services are allocated among its SUBCONSULTANTS.

NEGOTIATED PRE-ELECTION SCOPE, PROGRAM DECISION GATE, AND POST-ELECTION PATHS

Purpose. The Services include a defined pre-election phase intended to advance the Project sufficiently for the TOWN to evaluate both funding scenarios, reduce known site and existing-condition risks, and authorize the appropriate post-election design path without avoidable restart or duplication.

Program Basis. The election outcome determines whether the Recreation Center program is added; it does not, by itself, reduce the Aquatic Center program. Under both funding scenarios, the Aquatic Center is intended to be a complete indoor aquatic facility with the competition pool, leisure pool, splash pad, associated support spaces, and building enclosure and systems required for a complete facility, subject to normal programming, design development, value management, and TOWN-approved budget adjustments. Any material change to this program basis requires written direction from the TOWN.

PHASE 0 - PRE-ELECTION PROGRAMMING, INVESTIGATION, AND CONCEPT DESIGN

CONSULTANT shall perform the following as Basic Services from Notice to Proceed through the TOWN's post-election program authorization:

Phase 0 Activity	Required Scope
1. Program validation and criteria	Confirm both the basic Aquatic Center and Aquatic plus Recreation Center operational requirements, major space needs, aquatic features, and key performance criteria for both funding scenarios.
2. Existing conditions and investigation planning	Define information required for concept development and coordinate existing-condition verification, survey, utility information, geotechnical investigation, and environmental/hazardous-material investigations. Where such services are separately retained by the TOWN, CONSULTANT, or CMAR, shall prepare or coordinate required scopes and information needs, coordinate access and

Phase 0 Activity	Required Scope
	schedule, and incorporate the resulting information into the design.
3. Utility identification and capacity review	Coordinate available utility records and field information; identify known and reasonably discoverable utility locations, anticipated points of connection, service-capacity concerns, conflicts, and additional locating or potholing needs that may materially affect either concept path.
4. Concept alternatives	Develop and comparatively evaluate not fewer than two viable concept alternatives for each funding scenario unless the TOWN approves fewer in writing. Concepts shall address site organization, building and pool relationships, access, parking, service, circulation, demolition, phasing, and major system implications.
5. Discipline-level concept development	Advance architectural, aquatic, civil, landscape, structural, mechanical, electrical, plumbing, fire protection, technology, and other applicable discipline concepts sufficiently to identify major systems, space demands, utility loads, enclosure implications, constructability issues, and material cost drivers.
6. Aquatic and future-expansion strategy	For the approximately $16 million Aquatics-only path, identify work that should be incorporated initially to avoid unreasonable demolition, rework, utility relocation, or system replacement if the Recreation Center is later added.
7. CMAR coordination	Coordinate with the CMAR so that each funding scenario is supported by a separate current cost model, schedule implications, procurement/long-lead considerations, constructability input, assumptions, exclusions, and value-management options. CONSULTANT is not responsible for the CMAR's pricing, but shall provide design information reasonably required for that pricing and reconcile material design assumptions with the CMAR.
8. TOWN review and decision support	Conduct working sessions and presentations reasonably necessary to obtain TOWN input, document decisions, and converge on a preferred concept for each funding scenario before the program decision gate.

PHASE 0 DELIVERABLE - PRE-ELECTION CONCEPT DECISION PACKAGE

Deliverable	Minimum Content
Program confirmation	Written confirmation of the common Aquatic Center program and the incremental Recreation Center program, including unresolved program decisions.
Concept alternatives	Graphic concept alternatives considered for each funding scenario and a clearly identified recommended concept for each scenario.
Plans and diagrams	Site/master plans, preliminary floor plans, pool/aquatic layouts, circulation and parking concepts, demolition/phasing diagrams, and future-expansion strategy appropriate to the concept level.
Investigation findings	Available survey, utility, geotechnical, environmental/hazardous-material, and existing-condition findings summarized with identified design impacts, unresolved risks, and additional investigation needs.
Systems narratives	Concise narratives or diagrams for major structural, enclosure, HVAC/dehumidification, plumbing, electrical, fire protection, technology, aquatic treatment, and utility concepts sufficient to identify major requirements and cost drivers.
Cost and schedule coordination	Design information coordinated with the CMAR's separate cost and schedule evaluations for the approximately $16 million and approximately $30 million scenarios, including documented assumptions and material reconciliation items.
Decision log and risk register	Key decisions, assumptions, unresolved issues, identified risks, and items requiring TOWN

Deliverable	Minimum Content
	direction before or immediately after the program decision gate.
Presentation package	A concise TOWN-facing decision package suitable for executive review and authorization of the applicable post-election path.

Timing. The Concept Decision Package shall be completed no later than October 30, 2026, sufficiently in advance of the November 2026 election/program decision to allow meaningful TOWN review and CMAR cost reconciliation.

PROGRAM DECISION GATE AND POST-ELECTION PATH

COMMON PRE-ELECTION SERVICES	
Phase 0 - Programming + Investigations + Concept Alternatives	
↓	
Pre-Election Concept Decision Package	
↓	
November 2026 Election / TOWN Written Program Authorization	
PATH A - APPROX. $16M	**PATH B - APPROX. $30M**
Complete Indoor Aquatic Center	Same Aquatic Center + Recreation Center
Advance selected path through subsequent design, permitting, construction administration, closeout, and warranty services.	Advance selected path through subsequent design, permitting, construction administration, closeout, and warranty services.

Phase Gate. CONSULTANT shall not proceed with post-election design services for either branch until the TOWN issues written authorization identifying the selected path. Common Phase 0 work shall not be duplicated in either branch. If the TOWN later changes from one authorized branch to the other after branch-specific services have commenced, any resulting additional services shall be addressed under Article 6.

FEE ALLOCATION AND PRE-ELECTION BILLING

The agreed compensation shall be allocated for invoicing, phase authorization, and transparency as shown below. The Phase 0 allocation is common to either funding path. The Path A and Path B allocations are alternative, non-cumulative post-election branches; only the branch authorized in writing by the TOWN is eligible for billing. The allocations shall not, by themselves, increase the applicable total compensation.

Fee Component	Allocation
Phase 0 - Common Pre-Election Services	$80,000
Post-Election Path A - Aquatics-only branch	$1,679,232
Post-Election Path B - Full Aquatics + Recreation branch	$2,663,902
Total for Phase 0 – Common Pre-Election Services & Post-Election Path B Full Aquatics + Recreation Branch	**$2,743,902.00**

Geotechnical Investigation Allowance. The applicable selected-path compensation includes a $15,000 allowance for geotechnical investigation and reporting. The allowance is included within, and not in addition to, the applicable compensation stated below. CONSULTANT shall define and coordinate the geotechnical scope and shall incorporate the resulting information into the design. The allowance may be authorized and billed during Phase 0 if the TOWN determines that the investigation should proceed before the program decision gate; any such amount shall be credited against the subsequently authorized Path A or Path B allocation and shall not be duplicated. The allowance is payable only to the extent authorized in writing and actually incurred. If the TOWN separately retains the geotechnical consultant or the allowance is not fully used, the unused amount shall not be payable to CONSULTANT. Any CONSULTANT markup or administrative cost associated with the geotechnical allowance is included within the applicable compensation and shall not increase the allowance or the Contract Sum.

Invoices submitted before the program decision gate shall identify Phase 0 progress by the activities and deliverables above and shall not include branch-specific post-election services unless separately authorized in writing by the TOWN. Following the decision gate, only the TOWN-authorized branch is eligible for billing unless the TOWN expressly directs otherwise.

The Contract Documents and their order of precedence are set forth in the “Contract Documents” section of this Article 1. The protections stated there apply to all CONSULTANT and SUBCONSULTANT proposals and agreements.

CONSULTANT shall provide, through the Architect and appropriate SUBCONSULTANTS, construction-phase site observations at intervals appropriate to the stage of construction and as reasonably necessary to satisfy the requirements of the RFQ and this Agreement. Any site-visit quantity or limitation contained in a SUBCONSULTANT proposal is an internal allocation of CONSULTANT resources and shall not limit CONSULTANT's obligation to provide the construction administration services required by this Agreement. Additional visits required because of a material change in scope, Contractor-caused rework, or other cause not attributable to CONSULTANT may be treated as Additional Services if authorized by the Town.

As part of Basic Services, CONSULTANT and its applicable SUBCONSULTANTS shall participate in start-up, testing, and commissioning activities for systems within their respective design scopes to the extent required by the RFQ and Contract Documents, including review of testing and start-up documentation, attendance at reasonably required functional or performance testing, identification of observed deficiencies, and review of corrective actions. This obligation does not require CONSULTANT to serve as an independent third-party commissioning authority unless expressly included in the Scope of Services.

As part of Basic Services, CONSULTANT shall coordinate project closeout services of the design team, including review of Contractor-prepared record information and operations and maintenance documentation for general conformance with the Contract Documents, participation in final and punch-list observations as required by the RFQ, and reasonable assistance in identifying design-related or warranty items requiring correction. Where the RFQ requires warranty-period services, CONSULTANT and the applicable SUBCONSULTANT shall participate in the required warranty review without additional compensation except for services arising from material scope changes or conditions not attributable to CONSULTANT.

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 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.
The schedule in Exhibit "A" shall include a distinct Phase 0 pre-election milestone and a TOWN program decision gate. CONSULTANT shall complete the Phase 0 Concept Decision Package no later than October 30, 2026, and shall not proceed into either post-election branch without the TOWN's written program authorization.

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 November 30, 2028, or until all Services required by this Agreement have been accomplished, including construction administration, project closeout, and any required warranty-period services, whichever is later.

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.

Compensation for Basic Services shall be based on the TOWN-authorized program path. The common Phase 0 services are $80,000. If the TOWN authorizes Path A - Aquatics-only, the total fixed lump-sum compensation shall be $1,759,232, inclusive of Phase 0 and the Path A allocation. If the TOWN authorizes Path B - Full Aquatics + Recreation, the total fixed lump-sum compensation shall be $2,743,902, inclusive of Phase 0 and the Path B allocation. Path A and Path B are alternative, non-cumulative compensation paths. The lump-sum compensation is based upon the Project scope and program described in the Contract Documents and shall not be adjusted solely as a result of changes in the estimated or actual Cost of the Work. CONSULTANT shall be entitled to an adjustment in compensation only for additional or modified services authorized by the TOWN in accordance with this Agreement.

The fixed lump-sum compensation shall be allocated among the common pre-election Phase 0 services and the applicable post-election program branch as stated above and in Exhibit "A." Such allocation shall govern progress billing and branch authorization, but shall not create an entitlement to compensation for an unselected branch or increase the applicable fixed lump sum absent a TOWN-authorized material change under Article 6.

The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. The TOWN shall make payment within thirty (30) calendar days after receipt of each properly submitted invoice. The TOWN may withhold disputed amounts by providing written notice identifying the basis of the dispute, and undisputed amounts shall remain payable. 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 state the percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall include required supporting documentation 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 consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances. If any Services fail to meet this standard, the CONSULTANT shall, upon written notice from authorized TOWN staff, promptly correct or re-perform the nonconforming Services at the CONSULTANT's sole expense.

ARTICLE 8. INDEMNIFICATION

To the fullest extent permitted by A.R.S. § 34-226, the CONSULTANT shall indemnify and hold harmless the TOWN and its officers and employees from liabilities, damages, losses, and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT or other persons employed or used by the CONSULTANT in the performance of this Agreement.

ARTICLE 9. PRESCOTT VALLEY BUSINESS LICENSE

The CONSULTANT and any subconsultants may be required to acquire and maintain a Prescott Valley Business License 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, project name, and CIP number 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
Project Manager
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.

The CONSULTANT's indemnification obligations with respect to the Services performed under this Agreement are set forth exclusively in Article 8 and shall govern.

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 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 the CONSULTANT full compensation for all Services satisfactorily performed in accordance with this Agreement as of the termination date, excluding anticipated profits for Services not yet performed.

The CONSULTANT shall not be responsible for delay or damage caused solely by acts or events occurring after the effective date of termination and outside the CONSULTANT's control. Termination shall not affect accrued rights or liabilities; responsibility for acts or omissions occurring before termination; or obligations concerning document delivery and transition, correction of nonconforming Services, indemnity, insurance, audit, confidentiality, intellectual property, or other provisions that by their nature are intended to survive termination.

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 prepared specifically for the PROJECT in performance of this Agreement, including completed and partially completed plans, specifications, cost estimates, studies, analyses, electronic design files, field notes, and data, shall be promptly delivered to the TOWN upon completion, termination, or written request. Upon payment of all undisputed amounts attributable to such work products, the TOWN shall own the work products and shall have an irrevocable right to use, reproduce, and modify them for constructing, completing, operating, maintaining, repairing, and altering the PROJECT. A payment dispute shall not delay delivery, and pending resolution the TOWN may use the work products solely to continue and complete the PROJECT. The CONSULTANT retains ownership of its preexisting tools, standard details, methods, and other intellectual property not developed specifically for the PROJECT. Any reuse on another project or modification without the CONSULTANT's participation shall be at the TOWN's sole risk, except to the extent a loss is caused by the CONSULTANT's negligence, recklessness, or intentional wrongful conduct. The CONSULTANT may retain archival copies at its expense.

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 ("SUBCONSULTANT") 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 SUBCONSULTANT 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 SUBCONSULTANT 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 CONSULTANT'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: Town Manager
Town Of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

CONSULTANT: **Grace Design Studios, LLC**
Jesus Fernandez
2929 North Central Avenue – 11th Floor
Phoenix, AZ 85012

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.

ARTICLE 32. CONSEQUENTIAL DAMAGES WAIVER

Neither party shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Agreement, regardless of the cause or theory of recovery.

****

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:
Grace Design Studios, LLC
a Louisiana limited liability company



BY: Signature

Vispi Karanjia, Chief Practice Officer
Print Name & Title

EXHIBIT A

ACCEPTED PROPOSAL

Grace Design Studios, LLC's revised proposal dated August 17, 2026, including the consultant and subconsultant scope and fee information incorporated therein, is incorporated into this Agreement for purposes of further defining the agreed scope, staffing, fee allocation, and related project assumptions, except as expressly modified by the Agreement.

In the event of any conflict, inconsistency, ambiguity, or omission between the Accepted Proposal and the Agreement, the negotiated project-specific Scope of Services, the Project Responsibility & Risk Allocation Matrix, or the RFQ and its addenda and clarifications, the order of precedence established in this Agreement shall control. No qualification, exclusion, limitation, optional-service designation, site-visit limitation, percentage-based fee adjustment, or other provision contained in the Accepted Proposal or any consultant or subconsultant proposal shall reduce, limit, or modify CONSULTANT's obligations under the Agreement unless expressly accepted by the TOWN in a written amendment.

CONSULTANT remains responsible for the complete performance and coordination of the Services required by the Agreement regardless of how such Services are allocated among CONSULTANT and its subconsultants.

Grace Design Studios

Letter of Proposal For Architectural Services

08.17.2026

Kitchell
Attn: Ryan Brady
2231 E. Camelback Rd.
Phoenix, AZ 85016

RE: Prescott Valley Aquatic Center
Town of Prescott Valley, AZ

Dear Ryan,

Thank you for the opportunity to be considered as your architectural partner for the Prescott Valley Aquatic Center development. We are genuinely enthusiastic about the prospect of collaborating with you on this transformative project. At Grace, we are driven by a commitment to innovative, sustainable, and user-focused design solutions that not only reflect the Town of Prescott Valley vision but also enrich the lives of those who experience them.

As a multidisciplinary firm with deep expertise in sports and recreation facility design, we offer a proven track record of delivering complex projects with precision, creativity, and efficiency. Our team is fully equipped to support your goals through every phase—providing thoughtful design leadership, proactive communication, and a steadfast focus on quality and value.

PROJECT DESCRIPTION

This project involves the comprehensive design and construction of an aquatic and recreation center facility, anticipated to encompass approximately 30,000 Gross Square Feet. The facility will be located within Mountain Valley Park at the northeast corner of Robert Rd. and Nance Ln., with an estimated project budget of $30,000,000. The construction of the recreation center is contingent to the voters' approval in November 2026. In case the voters do not approve the full funding, the Project will proceed as an aquatic center only with a project cost of $16,000,000.

Our approach emphasizes collaboration, sustainability, and technical precision, ensuring your new facility will be high-performing, code-compliant, and adaptable to future needs.

SCOPE OF SERVICES

The following services are included in our Basic Services fee:

- Architectural and Interior Design
- Mechanical, Plumbing & Electrical (MEP) Engineering
- Structural Engineering
- Space Programming and Site Planning
- Code Compliance Review and Permitting Support
- Construction Documentation and Specifications
- Construction Administration, including field observation and submittal review
- Special Systems Design (A/V, communications and security)

- Landscape Design
- Civil Engineering
- Topo and Utility Survey
- Pool Design and Engineering
- Energy Modeling
- FFE Coordination, Specification, and Assistance

PROJECT DELIVERY PHASING

Programming/Master Planning/Schematic Design Phase:

During the Schematic Design phase, Grace will develop the conceptual framework for the project based on the approved program and site requirements. Services include:

- Site planning and preliminary floor plans showing space layout, circulation, and functional zones
- Initial exterior design studies including elevations and 3D massing
- Code analysis and coordination with local Authorities Having Jurisdiction (AHJs)
- Preliminary design narratives outlining proposed materials, structural systems, and MEP/FP (Mechanical, Electrical, Plumbing, and Fire Protection) strategies
- Documentation to support initial cost estimating, including a CSI-formatted scope of work
- Regular design review meetings with the Client and consultants
- Support for value engineering to align the design with the construction budget

Design Development Phase:

In the Design Development phase, the project design is refined to define materials, systems, and construction methods in greater detail. Services provided during this phase include:

- Further development of architectural plans, including floor plans, elevations, building sections, and initial interior elevations and schedules
- Coordination and integration of mechanical, electrical, plumbing, and structural systems
- Preparation of outline specifications for major building components and systems
- Collaboration with civil engineers and other owner-provided consultants
- Evaluation of design options to identify “best value” solutions based on performance, aesthetics, and cost
- Support for updated cost estimating by the Construction Manager, including design adjustments as needed to maintain budget alignment

Construction Document Phase:

During the Construction Document phase, Grace will prepare a complete, coordinated, and code-compliant set of documents that define all construction requirements for permitting and bidding. Services include:

- Preparation of detailed architectural drawings and technical specifications
- Coordination and delivery of structural, mechanical, plumbing, and electrical construction documents
- Integration of work from owner-provided consultants
- Development of a permit-ready set for submission to Authorities Having Jurisdiction (AHJs)
- Assistance with clarifications during the permit review process, as needed
- The final deliverables will serve as the basis for contractor pricing, permitting, and construction

Bidding and/or Negotiation Phase:

Grace will support the Client during the Bidding and/or Negotiation Phase to help ensure a smooth and competitive procurement process. Our services during this phase include:

- Responding to contractor inquiries and issuing clarifications or addenda as needed to ensure accurate interpretation of the Construction Documents
- Assisting in evaluating bids or proposals for conformance with project requirements
- Participating in pre-bid meetings or contractor interviews, if requested
- Providing consultation to the Client regarding contractor qualifications, bid alternates, and value options

Construction Administration Phase:

Following the award of the construction contract,Grace will provide Construction Administration services to support the project through completion. Services include:

- Periodic site visits by the Architect and engineering consultants to observe construction progress and assist in verifying general compliance with the design intent
- Review and processing of contractor submittals, shop drawings, Requests for Information (RFIs), and product data
- Coordination meetings with the construction team (e.g., monthly site visits, milestone inspections)
- Ongoing communication with the Contractor and Owner to address design clarifications and resolve field issues
- Preparation of final punch lists and review of closeout documentation including warranties and manuals

Additional site visits beyond those included in the base scope will be billed as an Additional Service per the fee schedule. The Architect will not be responsible for construction means and methods or contractor performance.

OPTIONAL ADDITIONAL SERVICES (AS REQUESTED):

Additional Services may be authorized in writing by the Client and incorporated into the Owner/Architect Agreement as amendments. Services may include:

- Foto-realistic Renderings
- Additional Travel or Site Visit Expenses
- Record Drawings ("As Built")
- Signage, Wayfinding & Graphics
- Food Service and Specialized Equipment Planning(Included in the A/E Fee)
- Costs associated with AHJ Permits
- Geotechnical Report (Included in the A/E Fee)

PROFESSIONAL FEES

Our proposed fee for Basic Services is provided as a percentage of an estimated construction cost, to be finalized in collaboration with your team. If the budget was to increase or decrease, our fee would be adjusted accordingly. Refer to the attached **EXHIBIT A-R1** for a fee breakdown showing the costs associated with the Aquatic Center and the Rec Center.

Total Fee Breakdown by Phase:

Programming/Master Planning/Schematic Design	20%	$	548,780.40
Design Development	20%	$	548,780.40
Construction Documents	35%	$	960,365.70
Bidding & Negotiations	5%	$	137,195.10
Construction Administration	20%	$	548,780.40
Total Basic Services:		**$**	**2,743,902.00**

Travel and site observation rates are as follows:

- Principal/Project Architect: Refer to EXHIBIT A attached
- Consultant Staff: Refer to EXHIBIT A attached

Refer to **EXHIBIT C** for the Schedule of Architectural Fees Hourly Rates

PROJECT SCHEDULE

Estimated project milestones are as follows:

- Refer to **EXHIBIT B-R1** attached for a schedule breakdown.

Schedule is subject to change based on permitting, site conditions, and Client review durations.

Schedule Delays and Compensation Adjustments

If delays beyond our control materially impact our ability to deliver services efficiently, Grace shall be entitled to a reasonable adjustment of both schedule and compensation.

REIMBURSABLE EXPENSES

Reimbursable Expenses will be billed at 1.1 our net cost, and include travel, reproduction, shipping/delivery, long distance telephone/fax, mileage @ current government rate, and supplies required specifically for the project. We will work diligently to minimize these expenses, and you will be billed only for our costs incurred.

BILLING SCHEDULE

Billing will occur at the end of each month for the work completed (%) and expenses for that month. Payment is due within 30 days of the invoice date.

FORM OF AGREEMENT

This proposal is based on the Agreement For Professional Services as provided by the Town of Prescott Valley. Upon acceptance, we will prepare the final agreement for your review and execution.

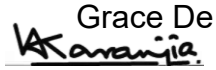
PROFESSIONAL LIABILITY INSURANCE

We are insured with Professional Liability Insurance. Certificate can be provided upon request.

At Grace we don't just design buildings—we design trusted partnerships. We trust that this proposal meets with your expectations. We would be honored to bring your vision to life through design excellence, technical precision, and collaborative leadership.

Thank you again for the opportunity. We welcome any questions and look forward to working with you.

Sincerely,



Vispi Karanjia
Managing Partner, Chief Practice Officer, AIA, NOMA

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Prescott Valley Aquatic Center EXHIBIT A-R1: FEE PROPOSAL BREAKDOWN

Grace Design Studios

Item		Phase 1 Fees	Ph1 Travel/Site Visits	Ph1 Add Services	PHASE 1 TOTAL	Phase 2 Fees	Ph2 Travel/Site Visits	Ph2 Add Services	PHASE 2 TOTAL	Total Fees Phase 1 & 2	Notes
SCOPE:		Indoor swimming facilities with support spaces				Recreation center					
Estimated Construction Cost		$ 13,600,000.00				$ 11,900,000.00				$ 25,500,000.00	Estimated CC from $30,000,000 Project Cost
A/E Total Fees	10.61%	$ 1,606,782.00	$ 60,800.00	$ 53,150.00	$ 1,720,732.00	$ 955,570.00	$ 29,100.00	$ -	$ 984,670.00	$ 2,705,402.00	
Arch Fees of total A/E Fees	5.00%	$ 680,000.00	$ 45,400.00	$ -	$ 725,400.00	$ 595,000.00	$ 22,700.00	$ -	$ 617,700.00	$ 1,343,100.00	$1,135/trip/person (Travel fees) Ph1: 10 design /30CA =40 x $1135= $45,400 Ph2: 4 design/16CA = 20 x $1,135 = $22,700
Programming & Master Plan:	0.31%	$ 80,000.00	$ -	$ -	$ 80,000.00	$ -	$ -	$ -	$ -	$ 80,000.00	Phase 2 included.Travel and Site visits included.
Resolut: Electrical/Mech/Plumbing/ A/V:	0.97%	$ 136,890.00	$ -	$ -	$ 136,890.00	$ 109,720.00	$ -	$ -	$ 109,720.00	$ 246,610.00	Includes 4 site visits and travel fees
CTS: Structural:	0.38%	$ 44,000.00	$ 6,400.00	$ -	$ 50,400.00	$ 40,000.00	$ 6,400.00	$ -	$ 46,400.00	$ 96,800.00	$1600/8 site visits = $ 12,800
Pool Consultant:	1.28%					$ -			$ -		
Pool Design:		$ 265,227.00	$ -	$ -	$ 265,227.00	$ -	$ -	$ -	$ -	$ 265,227.00	
Pool Consultant Record Document:		$ -	$ -	$ 7,500.00	$ 7,500.00	$ -	$ -	$ -	$ -	$ 7,500.00	
Pool Consultant Contractor Warrantty space:		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	NIC
Pool Consultant Facities Specific Business plan:		$ -	$ 3,600.00	$ 12,500.00	$ 16,100.00	$ -	$ -	$ -	$ -	$ 16,100.00	NIC Travel $1800/trip

Pool Consultant FF&E:		$ -	$ -	$ 7,500.00	$ 7,500.00	$ -	$ -	$ -	$ -	$ 7,500.00	
Pool Consultant Operations training:		$ -	$ 1,800.00	$ 5,500.00	$ 7,300.00	$ -	$ -	$ -	$ -	$ 7,300.00	NIC: Add service per day $1800/day
Pool Consultant Pool/Hot Tub Alliance Certified Pool Operator:		$ -	$ 1,800.00	$ 4,700.00	$ 6,500.00	$ -	$ -	$ -	$ -	$ 6,500.00	
Pool Consultant Red Cross Training:		$ -	$ 1,800.00	$ 5,950.00	$ 7,750.00	$ -	$ -	$ -	$ -	$ 7,750.00	
Pool Consultant SOP:		$ -	$ -	$ 9,500.00	$ 9,500.00	$ -	$ -	$ -	$ -	$ 9,500.00	
Civil/Landscape Engineering:	1.48%								$ -		
Civil Engineering:		$ 227,765.00	$ -	$ -	$ 227,765.00	$ 93,850.00	$ -	$ -	$ 93,850.00	$ 321,615.00	4 trips travel/site visit included.
CA Civil/Landscape		$ 42,400.00	$ -	$ -	$ 42,400.00	$ -	$ -	$ -	$ -	$ 42,400.00	4 trips travel/site visit included.
Topo/site Survey:		$ 13,500.00	$ -	$ -	$ 13,500.00	$ -	$ -	$ -	$ -	$ 13,500.00	Phase 2 included.
Miscellanious											
Energy Modelling:	0.06%	$ 15,000.00	$ -	$ -	$ 15,000.00	$ 15,000.00			$ 15,000.00	$ 30,000.00	By Grace Design Studio
Specification of Furniture/Fixture/Equipment Design/selection:	0.80%	$ 102,000.00	$ -	$ -	$ 102,000.00	$ 102,000.00			$ 102,000.00	$ 204,000.00	By Grace Design Studio
A/E Total Fees	10.61%	$ 1,606,782.00	$ 60,800.00	$ 53,150.00	$ 1,720,732.00	$ 955,570.00	$ 29,100.00	$ -	$ 984,670.00	$ 2,705,402.00	
Add Services:											
Geotechnical Report		$ -	$ -	$ 15,000.00	$ 15,000.00	$ -	$ -	$ -	$ -	$ 15,000.00	Allowance
Fireflow Test		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	under CORE Construction

		Phase 1		Phase 2			
Total Fees:							$ 984,670.00
Programming/Master Planning/SD	20%						$ 196,934.00
DD	20%						$ 196,934.00
CD	35%						$ 344,634.50
City/Permit	5%						$ 49,233.50
CA	20%						$ 196,934.00
Total Fees:	100%						$ 984,670.00

pecial Structural Inspections		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	under CORE Construction
Material Testing		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	under CORE Construction
Food Service consultants		$ -	$ -	$ 20,000.00	$ 20,000.00	$ -	$ -	$ -	$ -	$ 20,000.00	Allowance
Total Add Services (Includes 1.10% mark up)		$ -	$ -	$ 38,500.00	$ 38,500.00	$ -	$ -	$ -	$ -	$ 38,500.00	

$ 548,780.40
$ 548,780.40
$ 960,365.70
$ 137,195.10 $ 548,780.40 $ 2,743,902.00

Prescott Valley Aquatic Center
EXHIBIT B-R1: PROJECT SCHEDULE

8.17.2026

Grace Design Studios

	Duration	START	END	2026												2027												2028											
				J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Master Plan for Aquatic Center/Recreation Facility	3m	9.1.26	11.15.26																																				
Conceptual plans and Elevations												X	X	X																								
BOND ELECTION	**1d**	**11.3.26**	**-**											**XX**																								
Option 1: BOND PASSES. (Aquatic/Recreation center)																																						
SD	**2m**	**11.4.26**	**12.31.26**											X	X																								
Prelim- GMP	3wks	1.1.27	1.21.2027													X																						
Owner Review/approval	2wks	1.1.27	1.15.27													X																						
DD	**2m**	**1.1.27**	**2.27.27**													X	X																						
Prelim- GMP	3wks	3.1.27	3.21.27															X																				
Owner Review/approval	2wks	3.1.27	3.15.27															X																				
CD	**3m**	**3.1.2027**	**5.30.27**															X	X	X																		
Prelim- GMP	1m	6.1.27	6.30.27																		X																	
Owner Review/approval	2wks	6.1.27	6.15.27																		X																	
CITY	3m	6.1.27	8.30.27																		X	X	X															
CA	15m	9.1.27	11.30.28																			X	X	X	X	X	X	X	X	X	X	X	X	X	X			

Option 1: BOND FAILS. (Aquatic Center only)																																						
SD	**2m**	**11.4.26**	**12.31.26**											X	X																								
Prelim- GMP	3wks	1.1.27	1.21.2027													X																						
Owner Review/approval	2wks	1.1.27	1.15.27													X																						
DD	**2m**	**1.1.27**	**2.27.27**													X	X																						
Prelim- GMP	3wks	3.1.27	3.21.27															X																				
Owner Review/approval	2wks	3.1.27	3.15.27															X																				
CD	**2m**	**3.1.2027**	**4.30.27**															X	X																				
Prelim- GMP	1m	5.1.27	5.31.27																	X																		
Owner Review/approval	2wks	5.1.27	5.15.27																	X																		
CITY	3m	6.1.27	8.30.27																		X	X	X															
CA	12m	9.1.27	8.30.28																			X	X	X	X	X	X	X	X	X	X	X	X					

EXHIBIT C

SCHEDULE OF ARCHITECTURAL FEES
HOURLY RATE SCHEDULE

Principals		
Principal Architectural	$	335.00
Senior Project Manager	$	210.00
Senior Architect	$	200.00
Project Manager	$	180.00
Architect	$	170.00
Senior Design Professional (Architecture)	$	165.00
Design Professional (Architecture)	$	130.00
Design Intern (Architecture)	$	75.00
Construction Administrator	$	165.00
BIM Manager	$	175.00
Director of VDC	$	185.00
Engineering		
Mechanical Engineer	$	260.00
Design Professional (Engineering)	$	215.00
Interior Design		
Senior Interior Designer Project Manager	$	205.00
Senior Interior Designer	$	170.00
Interior Project Manager	$	165.00
Interior Designer	$	160.00
Design Professional (Interiors)	$	153.00
Design Intern (Interiors)	$	60.00
Administration		
Administrative	$	95.00
Other		
Expert Witness Testimony/Court Appearance/Deposition	1.2 x above hourly rates	
Professional Engineers & Consultants	1.1 x Direct Cost	
Postage	1.1 x Actual Cost	
Printing	1.1 x Actual Cost	
Automobile Travel	per IRS regulations	
Other Travel, Meals, Transportation, etc.	1.1 x Actual Cost	
Online Bidding (Centerline)	1.0 x Actual Cost	

Note - hourly rates subject to change annually based on the Consumer Price Index

EXHIBIT B

PROJECT RESPONSIBILITY & RISK ALLOCATION MATRIX

Exhibit B

PROJECT RESPONSIBILITY & RISK ALLOCATION MATRIX

Risk / Obligation	TOWN	GRACE	CORE	Process / Contracting Structure	Key Deliverable / Control
Program definition and funding decision	Owns final program, budget, funding and election decision	Designs to the Town-authorized program and funding path	Provides estimating, constructability and schedule input; identifies cost/schedule implications of each program alternative	Town decision supported by Grace/CORE pre-election reconciliation and written phase/program authorization	Approved program matrix for approximately $16M and $30M paths, with reconciled cost/schedule decision package
Topographic and utility survey	Pays / provides access	Scopes and coordinates survey; uses results in design	Provides constructability input and Town-authorized potholing/site-investigation support within the applicable investigation allowance	Grace survey subconsultant or Town-direct surveyor; CORE allowance used only for specifically authorized field investigation/potholing support	Certified survey, utility-confidence statement, and documented potholing/investigation results where authorized
Geotechnical investigation	Pays and owns baseline data risk	Defines boring/testing criteria early and designs to the final report	Coordinates access and evaluates constructability; manages supplemental investigation only if specifically authorized by the Town	Town-direct or Grace subconsultant for baseline geotechnical services; any CORE-managed supplemental work requires written authorization and identified funding	Geotechnical report with reliance rights, boring/testing criteria, and documented supplemental findings if authorized
Hazardous materials survey	Owns unknown pre-existing conditions	Coordinates design implications	Provides access and demolition input	Town-direct environmental consultant	Pre-demolition survey and abatement scope
Hazardous materials remediation	Pays for disclosed/unknown pre-existing conditions	Provides required professional design support	Owns means, methods, safety, transport, disposal and pollution caused by operations	CORE early-work package / GMP after characterization	Abatement plan, manifests, clearance reports
Special inspections	Pays for independent owner QA	Prepares Statement of Special Inspections and reviews reports	Coordinates access, scheduling and corrections	Town-direct special inspector	Statement, reports and final certificate
Construction QC testing	None except oversight	Reviews design implications	Procures and manages subcontractor/QC testing	CORE / trade scope	QC plan and test reports
Owner QA/material acceptance testing	Retains independent lab	Reviews reports	Coordinates access and corrects deficiencies	Town-direct testing laboratory	QA reports and nonconformance log
Envelope consulting and testing	May retain independent Owner acceptance testing	Owns envelope design, specialist coordination, performance criteria and testing requirements	Coordinates mockups and contractor-controlled QC/field testing; includes assigned contractor/trade testing in the GMP	Grace envelope specialist plus CORE-controlled mockup/QC testing; Town-direct independent acceptance testing where independence is desired	Envelope design criteria, testing responsibility matrix, mockup plan and acceptance-testing plan finalized before GMP
Systems commissioning	Retains independent commissioning authority where desired	Responds to commissioning design review and witnesses testing as required	Coordinates and executes defined functional testing through trades and carries assigned testing costs in the GMP	Town-direct commissioning authority; commissioning responsibility/testing matrix finalized before GMP	OPR, BOD, commissioning plan, responsibility matrix, functional test procedures/reports and deficiency log
Aquatic system start-up	Participates through operations staff and approves objective acceptance criteria	Pool engineer observes/evaluates design compliance and reviews startup documentation	Aquatic trade and CORE execute, adjust and document the defined startup/testing protocol	CORE construction scope with Grace/pool-consultant oversight; written startup protocol finalized before GMP	Startup protocol defining systems, seven-day test, utilities, chemicals/consumables, training, Town participation, documentation and acceptance criteria
FF&E selection and procurement	Approves and purchases unless expressly included in the GMP; identifies Owner-furnished items	Programs, designs, specifies and assists procurement; coordinates required design interfaces	Coordinates construction interfaces, delivery, storage, installation, connections and schedule for items assigned to CORE	Split scope using a detailed FF&E/OFE responsibility matrix, including OFCI/OFOI or equivalent categories	FF&E budget, item list and responsibility matrix assigning selection, purchase, receipt, storage, installation, connection, startup, warranty and schedule
Record documents	Receives and accepts	Reviews apparent completeness; incorporates design-issued changes	Maintains field as-builts and prepares closeout set	CORE prepares; Grace reviews	Monthly updates and final record set
Warranty administration	Owns maintenance and timely notice	Responds to design-related issues; 10-month review	Manages construction warranty; 22-month inspection	Separate but coordinated obligations	Warranty platform, inspections, issue log

Exhibit B

PROJECT RESPONSIBILITY & RISK ALLOCATION MATRIX

Risk / Obligation	TOWN	GRACE	CORE	Process / Contracting Structure	Key Deliverable / Control
Subconsultant scope and contract management	Approves named key subconsultants and negotiated prime scope	Fully responsible for all disciplines; downstream terms do not limit prime obligations	Coordinates with design team but has no responsibility for Grace's consultant contracts	Prime agreement plus reconciled consultant scope matrix; downstream contracts not incorporated	Order-of-precedence clause and signed scope matrix
Discipline construction observations	Receives reports and may request targeted attendance	Provides sufficient architect/engineer/pool/civil/landscape observations despite downstream visit caps	Schedules work and gives advance notice before critical work is concealed	Grace Basic Services with milestone-based visit schedule	Visit matrix, field reports and deficiency log
MEP/technology scope completeness	Confirms owner systems and operational criteria	Provides complete MEP, AV, structured cabling and security design; establishes fire-protection performance/design criteria and coordinates building/water-supply interfaces; reviews delegated design for conformance	Provides constructability, procurement and trade coordination; qualified fire-protection trade completes delegated/deferred design, calculations, permit submittal and installation within the GMP	Grace design criteria and interface coordination plus CORE fire-protection trade delegated design in GMP; delegation boundaries documented before GMP	System responsibility matrix, basis-of-design narratives, fire-protection performance criteria and delegated-design submittal requirements
Aquatic/structural interfaces	Approves program and operational requirements	Owns complete design and closes pool/structural/civil/MEP interfaces among its consultants	Provides constructability and delegated-design input where expressly specified and prices the resulting construction scope	Signed Grace discipline/interface matrix incorporated into prime scope and completed before GMP and affected design packages	Component matrix for pool shells, deck, slides/features, pits, drains, bonding, structural supports, MEP/controls and civil/utilities
Demolition design and environmental characterization	Procures hazardous-material survey and owns genuinely unknown pre-existing conditions	Provides ordinary architectural/structural/MEP/civil/pool demolition, decommissioning and utility-cutover documents	Owns demolition means, methods, safety and disposal; receives relief only for genuinely unknown conditions qualifying under the Contract differing-site/hazardous-condition procedures	Town environmental consultant plus Grace demolition design plus CORE execution, with prompt-notice/investigation/equitable-adjustment mechanism for qualifying unknown conditions	Environmental survey, demolition plans, utility cutover plan, abatement package, notice protocol, manifests and clearance documentation
Subconsultant fees, travel and reimbursables	Pays only prime-agreement compensation and approved add services	Manages downstream fees, markups, travel and visit costs within negotiated compensation	Not applicable	Consolidated Grace fee exhibit controls	Included-services schedule and written add-service authorization
Permitting and agency approvals	Provides required owner signatures/authorizations and pays Town-responsible agency fees unless otherwise assigned	Identifies required design approvals; prepares/seals design permit documents and responds to design-review comments	Coordinates construction/trade permit logistics and obtains permits expressly assigned to CMAR/trades, including delegated/deferred-submittal permits in the GMP	Permit responsibility matrix completed during design and finalized before GMP; avoid blanket "permits by contractor" allocation	Permit/approval log for building, civil, health/aquatics, fire, utility, demolition/abatement and trade/deferred permits, identifying preparer, submitter, fee payer, comment response and final approval
Dry utility coordination	Provides owner authorizations and pays owner-responsible utility/service fees unless included elsewhere	Civil/MEP team establishes loads, service applications, points of connection, routing and design requirements and coordinates design information with serving utilities	Supports potholing/constructability, procurement and scheduling; coordinates utility construction, temporary service and trade interfaces included in the GMP	Design-team utility coordination during design; electric, gas and communications responsibilities and utility-company work finalized before GMP	Utility responsibility matrix, load letters/service applications, utility-company design/work assignments, routes, trench/ductbank scope, fees/easements, temporary service, milestone schedule and final connections

TOWN OF PRESCOTT VALLEY, AZ

PRESCOTT VALLEY AQUATICS AND RECREATION FACILITY

PROJECT NO. CIP# CF2503

CONSTRUCTION SERVICES CONTRACT

(CONSTRUCTION MANAGER AT RISK)

TOWN OF PRESCOTT VALLEY, ARIZONA

PRESCOTT VALLEY RECREATION CENTER

PROJECT NO.: CIP# CF2503

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CONSTRUCTION MANAGER AT RISK
CONSTRUCTION SERVICES CONTRACT
PROJECT NO.: CIP# CF2503

THIS CONTRACT is made and entered into on the 1st day of October, 2026, ("Effective Date") by and between Town of Prescott Valley, an Arizona municipal corporation, hereinafter called "Town" and the "Construction Manager at Risk" or "CMAR" designated below (Town and CMAR may individually be referred to as "Party" and collectively referred to as "Parties").

Town and CMAR agree as follows:

ARTICLE 1 - **PARTICIPANTS AND PROJECT**

TOWN:	**Town of Prescott Valley**	
	Public Works Director:	Heather Ruder
	Phone:	928-759-3071
	Email:	hruder@prescottvalley-az.gov
CMAR:	**Name:**	CORE Construction, Inc.
	Address:	13835 N. Northsight Blvd., Suite 100 Scottsdale, AZ 85260
	Arizona ROC No.:	B-01 No. 069786; A No. 110343
	Federal Tax ID No.:	86-0433249
	Business Organization:	Corporation
	State Where Organized:	Arizona
	CMAR Representative:	Todd Steffen
	Phone:	(602) 494-0800
	Email:	toddsteffen@coreconstruction.com

PROJECT DESCRIPTION:

Design and construction of a new municipal aquatics and recreation facility and associated site, utility, parking, and infrastructure improvements.

PROJECT LOCATION:

8600 Nace Ln
Prescott Valley, AZ
86314

ARTICLE 2 - **CONTRACT DOCUMENTS**

2.1 **CONTRACT DOCUMENTS**

The Contract between Town and CMAR will consist of the following Contract Documents:

1. This Construction Services Contract and all of its Exhibits, including Project Plans and Technical Specifications, as adjusted.
2. General Conditions and General Conditions Appendices, issued with the Notice of Request for Qualifications and set forth in Exhibit A, are incorporated by reference.
3. CORE Construction, Inc. Preconstruction Services Fee Proposal dated July 31, 2026, as set forth in Exhibit B and incorporated herein by reference, subject to the terms and limitations of this Contract.
4. Exhibit C – Subcontractor's List Form, incorporated by reference.
5. Appendix D – Project-Specific Modifications to the General Conditions – Insurance, incorporated by reference.
6. Appendix E – Project-Specific Modifications to the General Conditions – Indemnification, incorporated by reference.
7. Exhibit F – Project Responsibility & Risk Allocation Matrix, incorporated by reference.

2.2 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the following order of precedence shall apply from highest to lowest: (1) duly executed Change Orders and amendments; (2) this Construction Services Contract; (3) Project-Specific Special Provisions and modifications to the General Conditions, including Appendices D and E; (4) Exhibit F - Project Responsibility & Risk Allocation Matrix, solely with respect to project responsibility and risk allocation; (5) the General Conditions; (6) Exhibit B - Accepted Preconstruction Services Fee Proposal; and (7) the remaining Contract Documents. To the extent a Project-Specific Special Provision or other higher-precedence Contract Document expressly modifies, supplements, or replaces a provision of the General Conditions, the higher-precedence document shall control without requiring modification of the underlying General Conditions. Except as expressly modified by a higher-precedence Contract Document, the General Conditions remain unchanged and in full force and effect. For this Project, Section 6.2.10.1 of the General Conditions shall govern the use and ownership of Float notwithstanding any inconsistent definition of Float elsewhere in the General Conditions.

2.3 **DEFINITIONS**

The definitions in Sections 2 and 15 of the General Conditions apply to all the Contract Documents, including this Agreement. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

ARTICLE 3 - **PRE-CONSTRUCTION SERVICES**

3.1 CMAR must provide all of the services and perform in accordance with Section 17 of the General Conditions. The major components of Pre-Construction Services and the corresponding subsections of Section 17 of the General Conditions are set forth below.

3.1.1 CMAR must perform the services required by, and in accordance with this Contract to the satisfaction of the Project Manager, and in full compliance with Section 17.2.1 of the General Conditions. In performance of the Services under this Contract, the CMAR must fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to Town, the Project, and the Contract.

3.1.2 CMAR must perform the Services under this Contract using only those firms, team members, and individuals designed by CMAR consistent with the Statement of Qualifications or as otherwise

approved by Town in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of Town.

3.1.3 CMAR will comply with all terms and conditions of the General Conditions.

3.1.4 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract will control.

3.1.5 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town, as set forth in Section 17.2.6 of the General Conditions.

3.2 DESIGN PROJECT SCHEDULE
CMAR must prepare and present to Town a Detailed Project Schedule that is acceptable to the Town and in accordance with Section 17.3 of the General Conditions.

3.3 DESIGN DOCUMENT REVIEW
CMAR must conduct the evaluations, perform the design document reviews, make the recommendations, and provide the other Services referenced in accordance with Section 17.4 of the General Conditions.

3.3.1 As part of its pre-election Design Document Review services, CMAR shall review the Consultant's documented program assumptions for each Town-approved funding alternative and promptly identify to the Town and Consultant any apparent inconsistency, omission, duplication, or material scope assumption that could affect cost, schedule, constructability, procurement, phasing, or future expansion. CMAR's cost models and estimates shall clearly identify the program and scope assumptions upon which they are based. This review does not transfer responsibility for design adequacy from the Consultant to CMAR.

3.4 BASELINE COST MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES

3.4.1 CMAR must prepare and submit the Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values in accordance with Section 17.5 of the General Conditions.

3.4.2 The submitted Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values must not exceed the Town's Construction Budget, which is $ TBD ("Construction Budget"). If CMAR submits a Baseline Cost Model, Detailed Cost Estimates, and Schedule of Values that exceeds the Construction Budget, negotiations could lead to termination or suspension of the Contract.

3.4.3 At each design and estimating milestone required by the RFQ, this Contract, or the approved Project Schedule, CMAR shall provide the required estimate and supporting Pre-Construction Services deliverables, including reconciliation to the prior estimate and the Town's Construction Budget, identification of material variances, assumptions and exclusions, escalation and contingency assumptions, constructability observations, value-management recommendations, procurement and long-lead considerations, and schedule impacts. These deliverables are included in the negotiated Pre-Construction Services fee unless the Town authorizes a material change in scope.

3.4.4 Until the Town provides written direction selecting the final Project program, CMAR shall maintain separate, current cost models and schedule implications for the Town's approved program alternatives, including the approximately $16 million Aquatics-only program and the approximately $30 million full Aquatics and Recreation program. Common Pre-Construction Services work shall not be duplicated in the fee. Following the Town's program decision, CMAR shall incorporate the selected alternative into subsequent estimates, procurement planning, and GMP development.

3.4.5 Prior to the November 2026 program decision, CMAR shall prepare and submit a coordinated Pre-Election Program Decision Deliverable for each Town-approved program alternative. The deliverable shall be based upon the then-current design information and available site-investigation information and shall, at a minimum, include: (a) an updated cost model for each program alternative reconciled to the applicable Town Construction Budget; (b) identification and quantification of material assumptions, allowances, contingencies, exclusions, and unresolved scope items; (c) constructability and value-management recommendations; (d) identification of procurement, escalation, long-lead, permitting, utility, site-condition, and schedule risks known to CMAR; (e) an updated Project Schedule showing anticipated design, procurement, construction, Substantial Completion, and Final Completion implications for each alternative; and (f) identification of decisions or additional information reasonably required to proceed with the selected program following the Town's written authorization. If an alternative exceeds its applicable Construction Budget, CMAR shall identify the variance and provide recommendations reasonably sufficient to assist the Town and Consultant in evaluating measures to restore alignment with the applicable Construction Budget. This deliverable is a pre-construction planning and estimating deliverable and does not constitute a GMP or price guarantee unless expressly stated otherwise in a written GMP Amendment.

3.4.6 CMAR shall participate with the Town and Consultant in a pre-election program reconciliation meeting to review the current design concepts, program assumptions, cost models, schedules, known risks, allowances, contingencies, exclusions, and unresolved items for each program alternative. CMAR shall incorporate agreed clarifications into its final Pre-Election Program Decision Deliverable.

3.4.7 Following the Town's program decision, CMAR shall proceed with Pre-Construction Services for the selected program alternative only upon written direction from the Town. After such direction, CMAR shall not incur costs attributable solely to an unselected program alternative unless separately authorized in writing by the Town. Common Pre-Construction Services performed before the program decision shall not be duplicated or re-billed solely because the Town selects one program alternative.

3.5 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

CMAR must select and obtain approval of Subcontractors and Suppliers in accordance with Section 17.6 of the General Conditions.

3.6 GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL

3.6.1 CMAR must submit a GMP Proposal for the entire Work, and for each phase (if required) of the Work, at the times set forth in the Pre-Construction Schedule included in the Contract Documents. The GMP Proposal must be presented in a format acceptable to Town and consistent with the requirements of the Contract Documents. Town may change the schedule, format, and/or requirements for the GMP Proposal as it deems necessary during Pre-Construction, and may request resubmittal of the GMP Proposal to reflect such changes.

3.6.2 Preparation, submittal, review, and approval (or disapproval, if applicable) of the GMP Proposal will be done in accordance with Section 17.7 of the General Conditions.

3.6.3 For the purposes of the GMP Proposal, the Parties agree that:

The CMAR Fee shall equal five percent (5%) of the GMP. The calculation of the CMAR Fee, the GMP cost components to which the agreed fee structure applies, the treatment of General Conditions and General Requirements, contingencies, allowances, bonds, insurance, Builder's Risk, taxes, credits and savings, and the final reconciliation of the CMAR Fee shall be governed by Exhibit G – CMAR Fee, GMP Calculation & Final Reconciliation, incorporated herein by reference.

3.6.4 The GMP Proposal must not exceed the Town's Construction Budget for the construction of the Project, which is $ TBD ("Construction Budget").

3.7 ADDITIONAL PRE-CONSTRUCTION SERVICES

Additional services which are outside the scope of the services required under the Contract Documents will not be performed by CMAR without prior written authorization from Town. Additional services, when authorized by an executed written Change Order under Section 9 of the General Conditions, will be compensated for by a fee mutually agreed upon in such written Change Order between Town and CMAR.

3.7.1 No claim for additional services, extra work done or materials furnished by CMAR will be allowed by Town except as provided herein, nor will CMAR provide any additional services, do any work, or furnish any materials(s) not covered by this Contract unless such work or material is first authorized in writing by Town. Work or material(s) furnished by CMAR without such prior written authorization will be CMAR's sole jeopardy, cost, and expense, and CMAR hereby agrees that without prior written authorization no claim for compensation for such services, work or materials furnished will be made, and Town will not be responsible for such costs.

3.7.2 No Work (as defined by Section 1 of the General Conditions) may be performed under this Pre-Construction Services Contract, without prior written approval by Town. As an example, all procurement of long lead time items that must be procured to support the construction schedule or site investigative Work necessary to complete Pre-Construction Services, if done by the CMAR, will be performed only after a GMP Proposal for the Work has been approved and accepted in writing by Town or pursuant to a prior written direction from Town to engage in such procurement.

3.7.3 Further detail concerning required Pre-Construction Services are contained in Article 17 of the General Conditions.

3.7.4 Any allowance or not-to-exceed amount included in the Pre-Construction Services compensation is included within, and not in addition to, the applicable not-to-exceed Pre-Construction Services amount stated in Section 7.1.2 and is available solely for services specifically authorized in advance and in writing by the Town. Allowance amounts are not earned compensation and shall not be used for services otherwise included in CMAR's Basic Pre-Construction Services. CMAR shall provide supporting documentation with each request for payment from an allowance. Any unused allowance balance shall remain with the Town and shall not be payable to CMAR.

ARTICLE 4 - **CONSTRUCTION SERVICES**

4.1 GENERAL

4.1.1 CMAR agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, in accordance with this Contract to the satisfaction of the Project Manager, and in full compliance with Section 4 of the General Conditions.

4.1.2 CMAR must provide all of the labor and materials and perform the Work in accordance with Section 4 of the General Conditions. Some, but not all, of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. CMAR has participated in the design process and been an active member of the Project Design Team and is fully aware of any issues and constraints involved in this Construction Project.

4.1.4 CMAR shall act in good faith and in the best interests of the Project in performing its obligations under the Contract Documents and shall undertake all actions required of CMAR to construct the Project and achieve timely, quality completion within the Guaranteed Maximum Price (GMP) and Contract Time.

4.1.5 At all times relevant to this Contract and performance of the Work, the CMAR must fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, in accordance with this Contract to the satisfaction of the Project Manager, and in full compliance with Section 4 of the General Conditions.

4.1.6 CMAR must perform the Work under this Contract using only those firms, team members and individuals designated by CMAR consistent with the Statement of Qualifications dated July 31, 2026, the GMP Proposal, or otherwise approved by Town pursuant to the General Conditions. No other entities or individuals may be used without prior approval of the Project Manager. Any new or replacement Key personnel on the CMAR team must be first proposed to the Town along with a resume and statement of qualifications. No addition of new Key personnel on the project shall be made without prior written approval from the Town.

4.1.7 CMAR will comply with all terms and conditions of the General Conditions, which is incorporated into this Contract.

4.1.8 In the event of a conflict between this Contract and the General Conditions or an exhibit hereto or appendix thereto, the terms of this Contract will control.

4.1.9 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason, any such Work is found not to be a Work Made for Hire, CMAR hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 CMAR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

4.2.1 The CMAR must provide the Deliverables in accordance with Section 17 of the General Conditions. Any additional items which CMAR must deliver to Town prior to commencing the Work on this Project, if any, include the following:

None,

4.3 PRE-CONSTRUCTION CONFERENCE

Refer to Section 4.3 of the General Conditions.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

Refer to Section 4.4 of the General Conditions.

4.5 CONTROL OF THE PROJECT SITE

Refer to Section 4.5 of the General Conditions.

4.6 **PROJECT SAFETY**
Refer to Section 4.6 of the General Conditions.

4.7 **MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS**
Refer to Section 4.7 of the General Conditions.

4.8 **PROJECT RECORD DOCUMENTS**
Refer to Section 4.8 of the General Conditions.

4.9 **WARRANTY AND CORRECTION OF DEFECTIVE WORK**
Refer to Section 4.9 of the General Conditions.

ARTICLE 5 - **TOWN RESPONSIBILITIES**

5.1 Town will have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed by Town, if any, are listed below:

5.2.1 Special Inspections (to be coordinated through Architect)

5.2.2 Current Utility As-Builts

5.2.3 Geotech Report

5.3 Additional information to be provided by Town, if any, is listed below:

None.

ARTICLE 6 - **CONTRACT TIME**

6.1 **GENERAL**

6.1.1 The duration of Pre-Construction Services shall continue through the Town's approval and acceptance of the GMP or Fixed Price, unless earlier terminated or extended by written amendment. The Contract Time applicable to construction Work shall be established in the GMP Amendment and Project Schedule.

6.1.2 Pre-Construction Services may commence upon a Limited Notice to Proceed (LNTP) or other written authorization issued by Town. For avoidance of doubt, the Contract Time applicable to construction Work will start only upon Town's issuance of the full Notice to Proceed (NTP) following Town's approval and acceptance of the GMP or Fixed Price, and will end with Final Acceptance as set forth in Article 6.4 below. An LNTP authorizing Pre-Construction Services or early procurement will not, by itself, commence the construction Contract Time or any construction-phase Liquidated Damages period.

6.1.3 The Contract Time will be as set forth in the Project Schedule. CMAR agrees that it will commence performance of the Work and complete the Project through Final Acceptance within the Contract Time.

6.1.4 Time is of the essence of this Contract for the Project, and for each phase and designated Milestone thereof.

6.2 **PROJECT SCHEDULE**

6.2.1 The Project Schedule approved as part of the GMP Proposal must be updated and maintained throughout CMAR's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.2.2 Failure on the part of CMAR to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.

6.2.3 Work must be completed to meet the following milestones after the Notice to Proceed.

6.3 **SUBSTANTIAL COMPLETION**

Substantial Completion must be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion will be determined in accordance with Section 6.3 of the General Conditions.

6.4 **FINAL ACCEPTANCE**

6.4.1 Final Acceptance will be obtained by the time set forth in the Project Schedule.

6.4.2 Final Acceptance will be issued pursuant to Section 6.5 of the General Conditions.

6.5 **LIQUIDATED DAMAGES**

6.5.1 Liquidated Damages. CMAR acknowledges and agrees that if CMAR fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and CMAR agree that if CMAR fails to achieve Substantial Completion of the Work within the Contract Time, Town will be entitled to retain or recover from CMAR, as liquidated damages and not as a penalty, the sum per calendar day below:

	Milestone	Liquidated damages for delay	
1.	Substantial Completion as established by the mutually agreed GMP schedule, as adjusted	$3,000	per calendar day
2.	Final Completion as established by the mutually agreed GMP schedule, as adjusted	$2,000	per calendar day

The above is subject to further negotiation pending November election results.

6.5.2 Town may deduct liquidated damages described in this Article 6.5 from any unpaid amounts then or thereafter due CMAR under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due CMAR will be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by CMAR.

6.6 **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY**

6.6.1 CMAR and Town waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

6.6.1.1 Damages incurred by Town for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

6.6.1.2 Damages incurred by CMAR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

6.6.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Contract. Nothing contained in this Article 6.6 will be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.5 above.

6.6.3 Nothing herein will be deemed to constitute a waiver of any other remedy available to Town in the event of CMAR's default under this Contract prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of CMAR, the cost and expense of which will be offset against any monies then or thereafter due to CMAR (if any) and otherwise immediately reimbursed to Town by CMAR.

ARTICLE 7 - **CONTRACT PRICE**

7.1 **CONTRACT PRICE**

7.1.1 In exchange for CMAR's full, timely, and acceptable performance of the Pre-construction Work under this Contract, and subject to all of the terms of this Contract, Town will pay CMAR the "Contract Price," which includes:

7.1.2 Pre-Construction Services compensation shall be based upon the Town-authorized Project program. For the approximately $16,000,000 Aquatics-only program, the Pre-Construction Services compensation shall not exceed $226,024, consisting of $168,422 in Pre-Construction labor and up to $57,602 in Town-controlled allowances. For the approximately $30,000,000 Aquatics and Recreation program, the Pre-Construction Services compensation shall not exceed $349,476, consisting of $279,528 in Pre-Construction labor and up to $69,948 in Town-controlled allowances. The two alternative amounts are not cumulative. Common pre-election services are included within the applicable amount and shall not be duplicated or re-billed solely because the Town selects one program alternative. Allowances are subject to Section 3.7.4 and are payable only to the extent expressly authorized and actually incurred.

7.1.3 The Contract Price is all-inclusive and specifically includes all fees, cost, insurance and bond premiums, allowances, construction contingency, owner's contingency, and taxes of any type necessary to fully, properly and timely perform and construct Work.

7.1.4 Once the GMP is proposed for the Cost of Construction of the Work as defined in Section 15 of the General Conditions, the CMAR guarantees total revised contract price will not exceed the GMP. Costs which would cause the GMP to be exceeded must be paid by CMAR without reimbursement from Town.

7.2 **COSTS**

7.2.1 For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost or time-and-materials basis, reimbursable costs shall be limited to actual, documented costs permitted under Section 15 of the General Conditions and the applicable accepted GMP/Price Proposal, while the authorization and pricing of changes shall remain subject to Section 9 of the General Conditions. To the extent Section 15.2.4 of the General Conditions references

Appendix 9, such reference shall not create any reimbursable cost category that is not expressly included in the accepted GMP/Price Proposal or otherwise approved in writing by Town.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entitles as of the Effective Date.

"TOWN"
TOWN OF PRESCOTT VALLEY

Kell Palguta, Mayor

APPROVED AS TO FORM:

Ivan Legler, Town Attorney

ATTEST:

Fatima Fernandez, Town Clerk (Cooperate Seal)

"CMAR"
CORE Construction, Inc.

Signature 9/11/26 Date

Todd Steffen
Name

President
Title

ATTEST: If Corporation

Secretary

STATE OF ARIZONA)
)ss.
County of Yavapai)

SUBSCRIBED AND SWORN TO before me, the undersigned notary public, by _____ who was identified as the _____of _____ on this _____ day of _____, 20_____.

My commission expires:

_____

_____
Notary Public

EXHIBIT A

GENERAL CONDITIONS

CMAR GENERAL CONDITIONS

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SECTION 1 - SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply and are incorporated into all construction contracts entered into by the Town of Prescott Valley, unless otherwise specifically excluded in the executed Contract.

SECTION 2 - GENERAL DEFINITIONS

Allowance: A specific amount for a specific item of Work, if any, that Town agrees has not been sufficiently designed, detailed, or selected (including design changes from 90% to 100% as authorized by and at the discretion of the Town) at the time the Contract Price is agreed to for CMAR to provide a definitive price.

Alternate Systems Evaluations or Alternative Analysis: Alternatives for design, means and methods or other scope considerations that are evaluated using value analysis principles and have the potential to reduce construction costs while still delivering a quality and functional Project that meets Town requirements.

Change Order: A written instrument issued after execution of the Contract Documents signed by Town and CMAR, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

Consultant: Person or firm that provides professional services.

Town (Owner or OWNER): Town of Prescott Valley, a municipal corporation, with whom CMAR has entered into the Contract and for whom the Work or Services are to be provided pursuant to the Contract(s).

Contingent Bid Items: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the Engineer determines that this work is required, the CMAR will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal. Since the quantity listed in the proposal is primarily for bid comparison, the amount of work required by the Engineer may vary materially from this.

Contract: The written agreement executed between Town and CMAR, including all of the Contract Documents.

Contract Documents: The documents which together form the Contract between Town and CMAR, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and Town's amendments thereto, and any other documents so designated in the Contract.

Contract Price: The agreed-upon price to be paid to CMAR for full, timely, and acceptable completion of the Work or Services under the terms of the Contract.

Contract Time(s): The number of calendar days or the dates related to the applicable phase, Substantial Completion, or Final Acceptance as stated in Contract Documents. Contract Time starts with the Notice to Proceed (NTP) and ends with Final Acceptance. The Contract Time is set forth in the Contract and is based upon the Project Schedule agreed to by Town in writing.

CMAR: The person or business association with whom Town has entered into an agreement for construction related Work or Services in relation to the Project at issue.

CMAR Payment Request: The form that is accepted by Town and used by CMAR in requesting progress payments or final payment and which must include such supporting documentation as is required by the Contract Documents or Town.

Construction Budget: The Town's budget for construction of the Project.

Construction Documents: The Plans, Specifications, and Drawings prepared and issued by the Design Professional and approved by Town for construction, meaning the documents are sealed by the Design Professional (as required), acceptable for permitting and incorporated into the Contract by this reference. All amendments and modifications to the Construction Documents must be approved in writing by Town prior to incorporation into the Contract.

Cost of the Work: The term Cost of the Work will mean costs necessarily incurred by CMAR in the proper performance of the Work. Such costs will be at rates not higher than the standard paid at the place of the Project except with prior consent of Town.

Critical Path Method (CPM): A scheduling technique which identifies the logical sequence of the activities occurring in a Construction Project, the anticipated time required to complete each activity in the Project, and the activities that must be completed on schedule to finish the Project within the anticipated time. Typically, activities are arranged in a network that shows both activities and their dependencies. CPM is also used as a management technique which enables contracting parties to predict when activities may occur so that resources can be effectively used and limitations can be identified.

Critical Path: Critical Path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project must not be changed without prior written approval of Town.

Day: Calendar day(s) unless otherwise specifically stated in the Contract Documents.

Design Professional: The qualified, licensed person, firm or corporation who furnishes design and construction administration services required under the Contract Documents. These services may include but are not limited to: development of Construction Drawings and Documents, review of CMAR Submittal(s), review of and response to Requests for Information, approval and certification of progress payment applications, construction administration, and construction contract close out.

Differing Site Conditions: Concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work at the general area of the Site. Caliche, rock, hard-digging or sandy/silty soil encountered on a project is not considered a "Differing Site Condition."

Drawings (Plans): Documents, which visually represent the scope, extent and character of the Work to be furnished and performed by CMAR during the construction phase and which have been prepared or approved by the Design Professional and Town. These documents include Drawings that have reached a sufficient state of completion and released by Design Professional solely for the purposes of review and use in performing constructability or bid-ability reviews by CMAR and in preparing cost estimates (e.g. Master Planning and Programming, Schematic Design, Design Development, and Construction Drawings), but "*not for construction*." Shop Drawings are not Drawings as so defined.

Final Acceptance: The Town's acceptance of the facility or project from the CMAR after all Work is completed, tested, and inspected in accordance with the contract requirements. Final Acceptance results in a Letter of Acceptance (LOA).

Fixed Price: A fixed price or amount for a Contract Price, Scope of Work, materials, or other item under a Contract, Change Order, or other agreement, which Town agrees, in writing, to pay instead of the actual cost.

Float: The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to Town.

Laws, Regulations, or Legal Requirements: Any and all applicable laws, rules, regulations, ordinances, codes and orders applicable to the Project of any and all governmental bodies, agencies, authorities and courts having jurisdiction and any applicable provisions of the Development Agreement for the Project (if any), including, without limitation, those provisions relating to the design and construction of the Project.

Line Item: The individual elements of Work identified on a bid or other schedule and associated with a price or a unit price and quantity particular to that individual element of the Work. Also refers to individual items of work within the Schedule of Values.

Liquidated Damages: Designated damages for the Town to collect as compensation upon a specific breach (example: late delivery).

Long-Lead Item: Long-lead item refers to the equipment, product, or system that is identified at the earliest stage of a project to have a delivery time long enough to affect directly the Critical Path/the overall lead time of the project.

MAG: The Maricopa Association of Governments.

MAG Specifications: The most current version of the Uniform Standard Specifications for Public Works Construction published by MAG.

MAG Standard Details: The most current version of the Uniform Standard Details as published by MAG.

Minor change: A change in the Work having no impact on cost or time or the Town-approved design intent, as determined by Town.

Notice to Proceed (NTP): A written notice given by Town to CMAR fixing the date on which CMAR will start to perform CMAR's obligations under the Contract.

Project: The Project specified in the Contract (including a Job Order).

Project Manager: The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by Town. The Project Manager has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. And Town will communicate with CMAR through the Project Manager. However, the Project Manager has no authority to bind Town or Town Council in contravention of any Town code, State or Federal statute or regulation, or these General Conditions.

Project Schedule: The schedule for the completion of the Project agreed to and required by Town.

Project Specific Conditions: Additional conditions which apply to the specific Project and Scope of Work which are set forth in Exhibit D of the Contract.

Project Team: The Project Team consisting of the Design Professional, CMAR, Project Manager, and such others as Town may designate.

Punch List: The list initially prepared by CMAR pursuant to the Contract Documents, reviewed and supplemented by the Project Manager (and at the sole option of the Project Manager, the Design Professional) and approved by Town containing items of incomplete work not impacting Substantial Completion, if allowed for under the Contract, and to be completed or corrected by CMAR after Substantial Completion and before Final Acceptance in accordance with the Contract Documents.

Quality Assurance (QA) Testing: Testing performed to verify the accuracy and applicability of the QC testing results and to ascertain that the materials installed meet the specified levels of quality in accordance with the Contract Documents.

Quality Control (QC) Testing: Testing performed to assure that the materials installed comply with the requirements in the Contract Documents.

Requests for Information (RFIs): Formal written request from CMAR to Town or Design Professional for the Project seeking clarification or additional information needed for CMAR to properly complete the Work or Services under the Contract. Town may require RFI's to be submitted on a specific form or in a specified format.

Schedule of Values (SOV): The specified document prepared by CMAR, and approved and accepted by Town, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

Scope of Work: The scope of work agreed to or required by Town and incorporated into the Contract as Exhibit A.

Shop Drawings: All drawings, diagrams, schedules and other data specifically prepared for the Work by CMAR or a Subcontractor, S u b - Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

Site: The land or premises on which the Project is located.

Specifications: The part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto. Where specified, the Project must be constructed using the current Uniform Standard Specifications and Details for Public Works Construction as furnished by the Maricopa Association of Governments, as amended by Town.

Subconsultant: A person, firm or corporation having a Contract with Consultant/CMAR to furnish services required as its independent professional associate or consultant with respect to the Project.

Subcontractors: An individual or firm having a direct Contract with CMAR or any other individual or firm having a Contract with the aforesaid CMARs at any tier, who undertakes to perform a part of pre-construction services or construction phase Work at the Site for which CMAR is responsible. Subcontractors must be selected through the Subcontractor selection process described in the Contract Documents, if any.

Substantial Completion: The date when the Town determines that the Work (or separable units of Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents such that the Project is ready for use by the Town for its intended purpose, opening to the general public, full occupancy or use by Town (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories, and similar elements are installed in the proper manner and in operating condition, inspected, and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air conditioning, vertical transportation, and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other work as applicable, has been performed to a similar state of essential and satisfactory completion.

Supplier: A manufacturer, fabricator, distributor, or vendor having a direct Contract with CMAR or with any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CMAR or any Subcontractor.

Total Float: Number of Days by which pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone

in the Project Schedule.

Work: The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Writing: Typing, printing, photography and other modes of representing or reproducing words in a visible form, including email, and expressions.

SECTION 3 - STANDARD SPECIFICATIONS AND DETAILS

3.1 Town operates under the latest revision of the MAG Specifications a n d MAG Standard Details as amended by Town. Town's current amendment to the MAG Specifications, part of the Town's Unified Development Manual, may be found in the downloaded from Town's website at Prescott Valley, AZ.

3.2 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona.
They may also be downloaded from their website at:
http://www.azmag.gov/Newsroom/Publications

3.3 The MAG Specifications and Standard Details and Town's amendments thereto are incorporated into the Contract by this reference.

SECTION 4 — CMAR's RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 GENERAL

4.1.1 CMAR must construct the Work in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of Town, exercising the degree of professional care, skill, diligence, quality and judgment that a professional construction manager engaged, experienced and specializing in the construction management of construction and facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to Town of Prescott Valley, Arizona would exercise at such time, under similar conditions. CMAR must, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 If CMAR observes errors, discrepancies or omissions in the Contract Documents, CMAR must promptly notify the Design Professional and Town and request clarification. If CMAR, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to Town, and if CMAR proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, CMAR does so at its own risk and will be liable to Town for damages resulting from proceeding without clarification.

4.1.3 Project Team and agents of each of them, testing agencies and governmental agencies with jurisdictional interests will be provided access to the Work at reasonable times for their observation, inspection and testing. CMAR must provide proper and safe conditions for such access.

4.1.4 CMAR must comply with, and require all Subcontractors to comply with, the Arizona CMARs' license laws, including all requirements with respect to being duly registered and licensed.

4.1.5 CMAR must insure that all employees performing any Work for which CMAR is responsible have

a legal right to live and work in the United States. In addition, all compensation of any such employee must meet all applicable requirements of the Fair Labor Standards Act (FLSA) and Federal Minimum Wage laws.

4.1.6 CMAR must comply with the Immigration Reform and Control Act of 1986 (IRCA). CMAR understands and acknowledges the applicability of the IRCA activities. CMAR agrees to comply with the IRCA while performing their work and to permit Town inspection of CMAR personnel records to verify such compliance.

4.1.7 Pursuant to MAG Specifications §§ 107.4, CMAR must report immediately any discovery of archeological ruins or artifacts. Excavation must stop immediately so that Town can decide on the pertinent steps to follow such discovery.

4.1.8 All property owners that may be affected by the proposed construction activities must be notified of the scope, duration of the construction activities and possible interference with their day-to-day activities by CMAR prior to start of construction. In addition, individual residential or commercial interferences, such as driveway restrictions, water outages, and all other Work adjacent to residence/business, require 48-hour notification in advance of specific adjoining Work. Notification may be through door hangers or other procedures approved by the Town.

4.1.9 Access must be maintained to adjacent properties at all times during construction. Where property has more than one point of access, no more than one access will be restricted or closed at any one time. Access to adjacent private driveways will be maintained during all non-working hours.

4.1.10 CMAR must furnish and erect construction signs in accordance with Project Specifications. The signs must be professionally prepared and subject to approval by Town, must be maintained by CMAR for the duration of the project, and must be removed by CMAR during the final project clean up.

4.1.11 The number of signs required, the size, shape, installation requirements and information to be included for construction signs is established on the detail sheet, provided, however, signs must be a minimum of 4 foot by 8 foot and must be installed so that the bottom of the sign is at least 4 foot above grade. No direct payment will be made for furnishing and erecting construction signs. The cost thereof must be included in other items for which direct payment is made. Sign locations will be determined by Town.

4.1.12 All required construction signs must be installed by CMAR within 7 Days of Notice to Proceed.

4.1.13 The Work to be accomplished under these Contract Documents has been designed for Town by a Design Professional retained by Town for this purpose. It is understood that normal construction Administration for the purpose of interpretation of the Contract Documents is provided by Town. Should any services of the Design Professional be required to assist in the corrections of errors or omissions by CMAR, or services of the Design Professional be required because of changes in structure or equipment where CMAR has requested approval of substitute methods or material, or any other items detailed herein below, those services will be provided by the Design Professional at the standard hourly rates previously negotiated with Town and must be paid for by the CMAR.

4.1.14 CMAR must reimburse Town for costs incurred by the Design Professional for additional services to the Project through no fault of Town or the Design Professional including, but not limited to, the following conditions:

a. Additional Site visits, investigations, inspections, design work or reports by the Design Professional which are required due to damages to existing facilities or completed Work caused by the CMAR in his performance, CMAR's negligence, or CMAR's Work which is rejected as defective or as failing to conform to the

Contract Documents;

b. Design Professional construction phase services rendered on the project during the time the project remains incomplete after the Contract date of final completion will be charged to CMAR at a rate previously negotiated Town; and

c. All retesting required due to the failure of CMAR's Work to meet the requirements of the Contract Documents will be at CMAR's expense. All standby and travel time by the Town's testing lab, the Design Professional or Town due to CMAR's inability to be prepared for testing at the agreed upon time will be at the CMAR's expense.

4.1.15 Town may withhold from any payment otherwise due to CMAR any amounts necessary to pay the Design Professional for such additional services as provided herein above.

4.1.16 CMAR will not be required to bear additional costs incurred by Town due to errors by the Design Professional.

4.2 CMAR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

4.2.1 Prior to award of the Contract, CMAR must execute Contract and deliver to Town. Failure to do so may delay Contract award. CMAR must also provide to the Town its CMAR's License classification and number and its Federal Tax I.D. number.

4.2.2 Before beginning any Work under the Contract, Contract must be fully executed by Town.

4.2.3 After Contract award, Town will issue to CMAR a Notice of Award. At that time CMAR must deliver to Town such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by Town) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.4 As evidence of Workmen's Compensation Insurance, CMAR must, upon request, provide a letter of certification from the Industrial Commission of Arizona that CMAR is insured by the State Compensation Fund or is an authorized self-insurer or a certificate of insurance issued by an insurance company authorized by the Insurance Department of Arizona to write Workmen's Compensation and Occupational Disease Insurance in the State of Arizona.

4.2.5 Within 10 Days of the date of Notice of Executed Contract issued by Town, CMAR must submit to Town for review and acceptance the following items:

4.2.5.1 Comprehensive Project Milestone Schedule including a Critical Path Method (CPM) diagram schedule as described in Section 6.2. Project Schedule must be in Primavera P6 standard file format. Within 10 Days of receipt of Town's comments, CMAR must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to Town for review.

4.2.5.2 Preliminary schedule of submittals and Shop Drawings. Within 10 Days of receipt of Town's comments, CMAR must submit the corrected and completed schedule of Shop Drawings submissions for approval. CMAR's schedule of Shop Drawings and sample submittals will be acceptable to Town if it provides a workable arrangement for reviewing and processing the required submittals.

4.2.5.3 Schedule of Values in a form specified by Town reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values must not be greater than the Contract Price. The Schedule of Values will be reviewed at the Pre-Construction Conference and revised by CMAR within 10 Days after Pre-Construction Conference in response to comments and questions from Town. Once accepted by Town in writing, the Schedule of Values for the Project must not be changed without the prior written

approval of Town.

4.2.6 Video Recording Requirement. Prior to performing any Work, CMAR must document the existing conditions of the Site, all other areas where Work will occur and all adjacent areas that may be impacted by the Work via digital video format. CMAR must video record and index all areas, features, buildings and other public and private improvements that could potentially be impacted by the Work. Video recording must be coordinated with Town. When video recording private property, CMAR must also coordinate the video recording with the private property owner, if possible. CMAR must provide Town with a copy of said digital video format prior to performing any Work.

4.2.7 Aerial Construction Photography.

4.2.7.1 If Contract duration is greater than 90 calendar days, CMAR must engage a professional photographer to provide aerial photographs of the Site prior to construction mobilization, at three-month intervals during construction, and following final inspection.

4.2.7.2 High resolution digital photography is acceptable.

4.2.8 Government Approvals and Permits.

4.2.8.1 CMAR must obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the Plans and in the Specifications. Town permit fees will be paid internally by Town. For bidding purposes, an allowance for all permit fees is included in the bid schedule under the item "allowance for permit fees." The CMAR will be paid for the actual cost of the permit fees upon submitting a receipt showing the fee CMAR has paid. Excluded from the above allowance are items such as all costs incurred by the CMAR in securing the permit except for the actual permit fee established by the agency, cost for all shutdowns or outages, cost for pole bracing, cost of permits for construction water, cost of construction water, cost for any additional insurance requirements, cost for any licenses, and other similar type costs. CMAR is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices.

4.2.8.2 Copies of all permits and the associated notices must be provided to Town prior to starting the permitted activity.

4.3 PRE-CONSTRUCTION CONFERENCE

4.3.1 Prior to the commencement of any Work, Town will schedule a Pre-Construction Conference.

4.3.2 The purpose of this Conference is to establish a working relationship between CMAR, the utility firms, and various Town agencies. The agenda will include critical elements of the Work schedule, submittal schedule, cost breakdown of major lump sum items, Payment Requests and processing, coordination with the involved utility firms, and emergency telephone numbers for all representatives involved in the course of construction.

4.3.3 Minimum attendance by CMAR at any mandatory meeting with Town must be (1) CMAR's Representative, who is authorized to execute and sign documents on behalf of the firm, (2) CMAR's on-site Superintendent, and (3) CMAR's Safety Office, or other employee responsible for safety.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Town or a separate CMAR, CMAR must provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit CMAR to complete the Work consistent with

the Contract Documents.

4.4.2 CMAR must perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. CMAR must at all times exercise complete and exclusive control over the means, methods, safety, sequences and techniques of construction.

4.4.3 CMAR's Superintendent must be present at the Site at all times that material Work under this Contract is taking place. CMAR's Superintendent or designee must be present at the Site at all times any other Work under this Contract is taking place. Superintendent must not be replaced without written notice to Town. Whenever the Superintendent is not present at a particular part of the Work where the Town or Design Professional may desire to inform the CMAR relative to interpretation of the Drawings and Specifications or to disapproval or rejection of materials or Work performed, the Town or Design Professional may provide such information in writing to the foreman or other worker in charge of the particular part of the Work in reference to which the information is given. Information so given will be as binding as if given to the Superintendent.

4.4.4 All elements of the Work must be under the direct supervision of a foreman or his designated representative on the Site who must have the authority to take actions required to properly carry out that particular element of the Work.

4.4.5 Working Hours. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated, all Work at the Site must be performed during regular working hours, and CMAR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Town's written consent given after prior written notice to Town. If it becomes absolutely necessary to perform Work at night or on Saturdays, Sundays or legal holidays, the Town must be informed at least 24 hours in advance of the beginning of performance of such Work. Only such Work will be done at night as can be done satisfactorily as determined by the Town. Good lighting and all other necessary facilities for carrying out and inspecting the Work must be provided and maintained at all points where such Work is being done. Further, unless such non-normal work hours are performed at Town's request or required by the Contract Documents, CMAR must pay to Town all additional costs incurred by the Town for reasons of such non-normal working hours. Expenses incurred by Town for overtime compensation must be reimbursed by CMAR as follows: (i) Town staff at the rate set forth in current Town Fee Schedule as published on Town website, (ii) Design Professional and staff at the standard hourly rates previously negotiated with Town, and (iii) all others at actual cost plus ten percent administrative overhead. Such costs may be deducted by Town from any payments due to CMAR. Provided, however, if overtime work or work during other than normal hours is at the request of Town and not due to CMAR delay, Town will pay the cost of Town overtime expenses.

4.4.6 Where the Contract Documents require that a particular product be installed or applied by an applicator approved by the manufacturer, it is CMAR's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer. All materials and equipment must be stored, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents; but no provisions of any such instructions will be effective to impose on Town of Design Professional responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

4.4.7 Before starting the Work, CMAR must carefully study and compare the various Plans, Drawings, other Contract Documents, and Specifications relative to that portion of the Work, as well as the information furnished by Town, must take field measurements of any existing conditions related to that portion of the Work and must observe any conditions at the Site affecting it. The exactness of grades, elevations, dimensions, or locations given on any Drawings, or the Work installed by other CMARs, is not guaranteed by Town.

4.4.8 Before ordering materials or doing Work, CMAR and each Subcontractor must verify measurements at the Site and will be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the Drawings.

4.4.9 Ground Level Construction Photography.

4.4.9.1 The CMAR must furnish progress photographs of the project.

4.4.9.2 The CMAR must deliver to Town all photographs taken during that period with each application for payment. If the current photographs do not accompany the application, the application will not be reviewed and will be returned to the CMAR as incomplete.

4.4.10 Underground Facilities.

4.4.10.1 The existence and number of facilities as shown on the Plans are estimated from information furnished by the particular utility. CMAR is responsible for field verification and location of all utilities prior to the start of construction. No field work will be allowed to start until CMAR has contacted Arizona 811 or hired a private utility locator if Arizona 811 is not able to be utilized and all affected utilities have been located. In addition, CMAR must expose and physically locate all potentially conflicting utilities prior to construction. The actual locations of the utilities must be compared to locations shown on the Plans and any required changes in alignment and grade must be made at the time of construction in consultation with Project Manager. It is generally recognized and CMAR should anticipate that information from Arizona 811 or information from utility companies during project design, frequently fails to disclose all underground facilities.

4.4.10.2 CMAR is responsible for all coordination with utility companies.

4.4.11 Water Turn-On or Turn-Off.

4.4.11.1 CMAR must coordinate all water line turn-ons and turn-offs through the Town. Application must be made to the Municipal Utility Department and CMAR must pay the established charges. The Town will close existing valves but will not guarantee a bone-dry Shutdown.

4.4.11.2 CMAR must notify all customers affected by the turn-off not less than 48 hours in advance. Notification must be in writing, must give the reason for the turn-off and must give the estimated time and duration that water service will be interrupted. CMAR is also notified that water turn-off will not be permitted on the Day before and after Thanksgiving Day and Christmas Day.

4.4.11.3 No direct payment will be made to CMAR for turn-ons or turn-offs. Costs associated therewith will be included in other items for which direct payment is made.

4.4.12 Tests and Inspections.

4.4.12.1 CMAR must give Town timely (at a minimum, forty-eight hours) notice of readiness of the Work for all required inspections, tests or approvals. CMAR must give timely notice to Town in advance of backfilling or otherwise covering any part of the Work so that Town representative may, if desired, observe such part of the Work before it is concealed. Whenever CMAR varies the normal period during which Work or any portion of it is carried on each Day, CMAR must give timely notice to Town so that Town representative may, if desired, be present to observe the Work in progress. If CMAR fails to give such timely notice, any Work done in the absence of Town representative will be subject to rejection. If CMAR gives such notice to Town, but then is not ready for such inspections, tests, approvals or observations at the time so noticed, CMAR must reimburse Town for all costs incurred by the attendance of Town representatives or their third-party inspectors.

4.4.12.2 If any law, ordinance, rule, regulation, code, or orders of any public body having jurisdiction requires any Work (or part thereof) to be inspected, tested or approved, CMAR (unless another

party is specified in the Contract Documents) must assume full responsibility therefore, pay all costs in connection therewith and furnish Town the required certificates of inspection, testing, or approval. CMAR must also be responsible for and must pay all costs in connection with any inspection or testing required by the Specifications in connection with Town's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CMAR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents will be paid by Town (unless otherwise specified).

4.4.12.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction must be performed by organizations acceptable to Town and by the Design Professional if so specified.

4.4.12.4 Neither observations by Town, the Design Professional nor inspections, tests or approvals by others will relieve CMAR from their obligations to perform the Work in accordance with the Contract Documents.

4.4.13 Uncovering Work. If any Work that is to be observed, inspected, tested or approved is covered without written concurrence of Town, it must, if requested by Town be uncovered for observation. Unless CMAR has given Town timely notice of CMAR's intention to cover such Work and Town has not acted with reasonable promptness in response to such notice, CMAR must furnish all necessary labor, material and bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order will be issued.

4.4.14 In all cases of interconnection of its Work with existing or other Work, CMAR must verify at the Site all dimensions relating to such existing or other Work. Any errors due to CMAR's failure to so verify all such grades, elevations, locations or dimensions must be promptly rectified by CMAR without any increase in the Contract Price. Any design errors or omissions noted by CMAR during this review must be reported promptly to Town.

4.4.15 CMAR must establish and maintain all construction grades, lines, levels, and benchmarks, and will be responsible for accuracy and protection of same. This Work must be performed or supervised by a licensed civil engineer or surveyor in the State of Arizona.

4.4.16 CMAR must photograph all buried piping of greater than four (4) inches in diameter prior to backfill.

4.4.17 CMAR is responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any Subcontractors or Subcontractors, including but not limited to any third-party beneficiary rights.

4.4.18 CMAR must coordinate the activities of all subcontractors. CMAR must coordinate performance of the Work with Town's Public Works & Utilities Department and other departments or agencies within Town. The Design Professional and other CMARs or parties involved in the Project. If Town performs other work on the Project or at the Site with separate CMARs under Town's control, CMAR agrees to cooperate and coordinate its activities with those of such separate CMARs so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

4.4.19 CMAR will not substitute or change any subcontractor or supplier without the prior written approval of Town. Any substitute or replacement subcontractor or supplier must be required to meet the same qualifications and selection criteria and process as the original subcontractor or supplier. If a subcontract/supplier selection plan has been approved by Town, CMAR will follow that plan unless otherwise approved by Town in writing.

4.4.20 CMAR must not change or replace any members of its Project team, including CMAR's Representative, Project Manager, or Superintendent, without an explanation for the change being given to Town, and receiving prior written approval of the change from Town, which approval will not be unreasonably withheld.

4.4.21 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price are required to furnish performance and payment bonds to CMAR, unless otherwise approved in writing by Town.

4.4.22 CMAR must comply with MAG Specification § 108.2 (E) unless otherwise specified in Contract Documents.

4.5 CONTROL OF THE PROJECT SITE

4.5.1 Throughout all phases of construction, including suspension of Work, CMAR must keep the Site reasonably free from debris, trash and construction wastes to permit CMAR to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, CMAR must remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use.

4.5.2 CMAR must take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures must be maintained at all times to the satisfaction of Town and in accordance with the requirements of the Maricopa County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 CMAR must maintain Americans with Disabilities Act (ADA) and American National Standards Institute (ANSI) accessibility requirements during construction activities, including without limitation compliance with the 2010 regulations governing implementation of the ADA to the extent applicable. ADA and ANSI accessibility requirements must include, but not be limited to, parking, building access, areas of refuge, and emergency exit paths of travel. CMAR is responsible for the coordination of all Work to minimize disruption to residents and the public.

4.5.4 Only materials and equipment used directly in the Work will be brought to and stored on the Site by CMAR. When equipment is no longer required for Work, it must be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage and all other adversity is solely the responsibility of the CMAR.

4.5.5 CMAR agrees all persons working on the Site must act at all times in the best interest of the Project and will comply with all applicable rules and regulations reasonably set forth by Town related to the Site. Notwithstanding the foregoing or anything in this Agreement to the contrary, Town may remove from the Site any individual who Town deems in their reasonable discretion to be creating a disturbance or causing any problem on the Site.

4.5.6 CMAR will be responsible to Town for the acts and omissions of CMAR's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with CMAR, or claiming by, through or under CMAR, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.5.7 Town may conduct criminal, drive history, and all other requested background checks of CMAR and Subcontractors personnel performing Work or who have access to Town's information, data, or facilities in accordance with Town's current background check policies, or the provisions of the Project Specific Conditions. Any officer, employee or agent that fails to background check must be replaced immediately.

4.5.8 Town will have a final authority, based upon security reasons: (i) to determine when security

clearance of CMAR's and Subcontractors personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting personnel; and (iii) to determine whether or not any individual or entity may provide Services or perform Work under the Contract.

4.5.9 If Town objects to any personnel for any reasonable cause, then CMAR must, upon notice from Town, remove such individual from the Project.

4.6 PROJECT SAFETY

4.6.1 The Project and all Work performed in relation thereto is governed by applicable provisions of the federal laws, including but not limited to, the latest amendments of the following:

a. Williams-Steiger Occupational Safety & Health Act of 1970, Public Law, 91-596.

b. Part 1910 and Part 1926 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

c. Part 1518 – Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

4.6.2 CMAR is responsible for safety of the job Site for employees of CMAR as well as for members of the general public and others who may drive or walk through or be at the Site.

4.6.3 CMAR recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work and stored On-Site or Off-Site; and (iii) all other properties at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (iv) the owners or tenants of adjacent property and their patrons, employees and invitees.

4.6.4 CMAR assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.5 CMAR must provide a "competent person' as required by O.S.H.A regulations. The "competent person" must be identified at the Pre-Construction Conference with Town advised in writing of any changes.

4.6.6 The "competent person" must make routine daily inspections of the Site and must hold weekly safety meetings with CMAR's personnel, Subcontractors and others as applicable.

4.6.7 CMAR and Subcontractors must comply with all legal and regulatory requirements relating to safety, as well as any Town specific safety requirements set forth in the Contract Documents, provided that such Town-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.8 CMAR will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Project Manager and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

4.6.9 CMAR's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.6.10 As between Town and CMAR, CMAR is responsible to Town for any and all the safety issues

relating to the Work on the Project. CMAR must administer and manage the safety program. This will include but not necessarily be limited to review of the safety programs of each Subcontractor. CMAR must monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards. CMAR's responsibility for review, monitoring, and coordination of the Subcontractor's afety programs will not extend to direct control over execution of the Subcontractor's safety programs. Notwithstanding CMAR's safety obligations to Town, it is agreed and understood that each individual Subcontractor will remain controlling employer responsible for the safety programs and precautions applicable to its own work and the activities of other's work in areas designated to be controlled by such Subcontractor for purposes of workers compensation insurance coverage.

4.6.11 Nothing in this agreement will relieve CMAR of its responsibility to maintain traffic, structures, etc., as noted on the Plans, Specifications, and Project Specific Conditions. CMAR is responsible for providing all necessary shoring, bracing and trench support as is necessary to maintain traffic structures, etc., as stipulated in the Plans, Specifications, and Special Provisions. If the stability of adjoining building, walls, roadways, etc., is endangered by CMAR's excavation, shoring, bracing, or under pinning must be provided as necessary to ensure project safety. Cost for shoring, bracing, underpinnings, and trench support will be included in the appropriate items listed in the Contract Price, and no additional payment will be made for this work.

4.7 MATERIALS QUALITY, SUBSTITUTIONS, AND SHOP DRAWINGS

4.7.1 Quality Control and Quality Assurance Testing.

4.7.1.1 All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by Town. Any material rejected by Town must be removed immediately and replaced in an acceptable manner to Town at no additional cost to Town. When QC/QA tests indicate noncompliance with the Contract Documents, retesting must be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.1.2 The CMAR must establish, provide, and maintain an effective Quality Control Testing Program (QCTP). The CMAR must develop its own program or procure the services of a consultant. In either case, the party performing the tests must be currently certified by the National Bureau of Standards in the National Voluntary Laboratory Accreditation Program (NVLAP) for construction services or the AASHTO Accreditation Plan (AAP) for Soils, Asphalt and Concrete. The CMAR must provide all support necessary to perform QC and QA testing and sampling (i.e. shoring for testing trench backfill, backhoes, motor graders, loaders, etc. to facilitate testing and sampling). The Town will perform the QA testing.

4.7.1.3 The CMAR must submit a written QCTP to the Town as a required submittal. The CMAR must not begin Work until the Quality Control Program has been reviewed and accepted by the Town. Resumes of all personnel that will be associated directly or indirectly with the QCTP must be included.

4.7.1.4 The QCTP must include, but not be limited to, on-site/field and laboratory testing of all material delivered to the Site and any existing materials or conditions pertinent to the project.

4.7.1.5 All testing must be under the direction of a Professional Engineer registered in the State of Arizona, knowledgeable in Materials Testing. All "Test Report" forms must be stamped by said Engineer.

4.7.1.6 The written QCTP will set forth the responsibilities of the engineer, project manager, supervisory personnel and each technician assigned to this project. Substitutions or replacement of personnel must require prior written approval by the Town. All personnel must be proficient within their assigned duties and possess certification(s) commensurate with their position and responsibilities. The minimum certification(s) for each technician must be NICET Level II, Arizona Technical Testing Institute, American Concrete Institute, or other nationally recognized

program applicable to the project and approved by the Town of Prescott Valley. The written QCTP must include a description of the required field and construction materials laboratory tests, including required frequencies that meet the minimums established herein.

4.7.1.7 The CMAR must establish a system to record and report all material test results. The daily test reports must include, but not be limited to:

a. Test designation;
b. Date of test;
c. Name of tester;
d. Location of test/sample (station and offset);
e. Product suppliers and product codes (as applicable);
f. Depth/elevation of test/sample;
g. Test result;
h. Control requirement(s);
i. Cause of rejection (if applicable);
j. Results of retests (if applicable); and
k. Remedial action (if applicable).

4.7.1.8 The Testing Laboratory must submit test results to the CMAR, designated Town representatives, and PM / CM.

4.7.1.9 The Testing Laboratory must also submit a weekly report to the Town summarizing the testing and construction activities completed by emailing the report to the designated Town representative, and PM / CM. All weekly reports must be submitted simultaneously to the CMAR and the Town of Prescott Valley. The report must include individual summary sheets for each utility line, structure, and portion of the pavement section. Cores must be numbered sequentially throughout the Project. Re-cores must reference the original core by number and must contain the averaged values for thickness and density. Total pavement thickness must be reported. Vertical location of tests for underground utilities must indicate the depth of the excavation at the location of the test (i.e., cut to flow line [if applicable], depth to bottom or top of pipe, etc.). Density tests must be numbered sequentially. If the minimum number of tests has not been performed per the written QCTP, this must be stated in the weekly summary report with an explanation of the circumstances.

4.7.1.10 The Town will maintain a copy of the Project test results and weekly reports in the Project file. In cases where quality control activities do not comply with the contract provisions, the Town may:

a. Order the CMAR to replace ineffective or unqualified quality control personnel.
b. Order the CMAR to stop operations until appropriate corrective action is taken.

4.7.1.11 Although minimum testing requirements are specified herein, the CMAR bears full responsibility for the quality of the materials and their installation and may elect to perform additional testing beyond the requirements set forth herein to ensure compliance.

4.7.1.12 The Quality Control requirements contained in this Section are in addition to and separate from Quality Assurance Testing, which will be performed by the Town of Prescott Valley or its representative. If the Quality Assurance test results are not in agreement with the Quality Control test results, the CMAR will have the option to retain a third party consultant for referee tests. The third party consultant must meet the same requirements as the consultant performing the Quality Control Testing. The results of the third party will be binding. All cost incurred by the referee testing will be the CMAR's expense. If the CMAR elects not to retain a third party for

referee testing, the Town of Prescott Valley test results will prevail.

4.7.1.13 Except as otherwise noted within this Section, Work or materials required by this Section are non-pay items. Per MAG Section 101, a non-pay item is an item of Work for which no separate payment will be made, the cost of which is to be included as an incidental cost for associated item(s) included on the Bid Schedule or Schedule of Values.

4.7.2 Trade Names and Substitutions.

4.7.2.1 Substitutions prior to bid will only be considered if in compliance with Arizona Revised Statute § 34-104.

4.7.2.2 CMAR, if requested by Town, must submit Samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

4.7.2.3 Town will make the final decision and will notify CMAR in writing as to whether the substitution has been accepted or rejected.

4.7.2.4 If Town does not respond within 15 working days, CMAR must continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

4.7.3 Shop Drawings.

4.7.3.1 CMAR must prepare and submit Shop Drawings which show details of all Work to insure proper installation of the Work using those materials and equipment specified under the approved Plans and Specifications.

4.7.3.2 CMAR must submit a schedule of Shop Drawing submissions, which avoids bulk submissions to the extent reasonably possible, with the Project Schedule for Town approval. The schedule of Shop Drawing submissions must include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications.

4.7.3.3 Shop Drawings must be numbered consecutively for each Specification section and must accurately and distinctly present the following:

a. All working and erection dimensions.
b. Arrangements and sectional views.
c. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
d. Kinds of materials and finishes.
e. Parts list and description thereof.

4.7.3.4 Each Drawing or page must include:

a. Project Name, Town of Prescott Valley Project Number and descriptions.
b. Submittal date and space for revision dates.
c. Identification of equipment, product or material.
d. Name of CMAR and Subcontractor.
e. Name of Supplier and Manufacturer.
f. Relation to adjacent structure of material.
g. Physical dimensions clearly identified.

h. ASTM and Federal Specifications references.

i. Identification of and justification for deviations from the Contract Documents.

j. CMAR's stamp, initialed or signed, dated and certifying the review of submittal, certification of field measurements and compliance with Contract.

k. Location at which the equipment or materials are to be installed.

4.7.3.5 Location will mean both physical location and location relative to other connected or attached material. Town will return unchecked any submittal, which does not contain complete data on the Work and full information on related matters.

4.7.3.6 Stock or standard drawings will not be accepted for review unless full identification and supplementary information is shown thereon in ink or typewritten form.

4.7.3.7 CMAR must schedule, prepare and submit all Shop Drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project Site in a timely manner so as to not delay the complete performance of the Work.

4.7.3.8 If the Shop Drawings show departures from the Contract requirements, CMAR must make specific mention thereof in the Letter of Transmittal; otherwise review of such submittals by Town will not constitute review of the departure. Review of the Drawings will constitute review of the specific subject matter for which the Drawings were submitted and not of any other structure, material, equipment, or apparatus shown on the Drawings.

4.7.3.9 The review of Shop Drawings will be general and will not relieve CMAR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings will be initiated until such Drawings have been reviewed and approved by Town.

4.7.3.10 The procedure in seeking review of the Shop Drawings will be as follows:

a. CMAR must submit complete sets of Shop Drawings and other descriptive data as specified in this Section.

b. After CMAR's submittal or resubmittal of Shop Drawings, if CMAR has submitted Shop Drawings in accordance with the Town-approved submittal schedule, or upon resubmission, Town will be provided with three (3) calendar weeks for review. Should Town require additional review time above and beyond the three (3) calendar weeks, CMAR may ask for a time extension or monetary compensation, if they can present valid, factual evidence that actual damage was incurred by CMAR. Town will determine the amount of the time extension or the monetary compensation to be awarded CMAR, if any, in accordance with Town's Policy Statement for Calculating Delays and Damages, Appendix 1.

4.7.3.11 CMAR will be responsible for all extra costs incurred by Town caused by CMAR's failure to comply with the procedure outline above.

4.7.4 Long Lead Time Items. CMAR must submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within 10 Days after the date of Notice of Executed Contract issued by Town In addition, CMAR must order all long lead items to be furnished and installed as part of this Project within 3 Days after receiving approved Shop Drawings. For all long lead times for which Shop Drawings are not required, CMAR must order said long lead items within 15 Days after the date of Notice of Executed Contract issued by Town. Within 2 Days after ordering long lead items, CMAR must supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.7.5 Construction Water. If CMAR uses water from Town's water system for construction water,

CMAR must obtain a fire hydrant meter from Town of Prescott Valley Utility Services (928-759-3020) and all construction water must be obtained through the hydrant meter. CMAR must pay all fees related to the hydrant meter and all water bills for construction water. All cost for meters and construction water will be included in the Contract Price.

4.8 PROJECT RECORD DOCUMENTS

4.8.1 During the construction period, CMAR must maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 CMAR must mark these Drawings to indicate the actual installation where the installation varies from the original Construction Documents. CMAR must give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

a. Dimensional changes to the Drawings.
b. Revisions to details shown on Drawings.
c. Locations and depths of underground utilities.
d. Revisions to routing of piping and conduits.
e. Actual equipment locations.
f. Changes made by Change Order or Addendum.
g. Details not on original Contract Drawings.

4.8.3 CMAR must mark completely and accurately Project Record Drawing sets of Construction Documents.

4.8.4 CMAR must mark Project Record Drawings sets with red erasable colored pencil.

4.8.5 CMAR must note Request for Information (RFI) Numbers and Change Order numbers, etc., as required to identify the source of the change to the Construction Documents.

4.8.6 CMAR must submit Project Record Drawing sets and Shop Drawings to Town or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from Town, CMAR must correct any deficiencies and omissions to the Drawings and submit the final original of the Project Record Drawings to Town prior to Final Payment.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and will be the sole judge of acceptance of these Drawings.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

4.9.1 CMAR warrants to Town that the construction, including all materials and equipment furnished as part of the Work, will be new unless otherwise specified in the Contract Documents, of good quality, and free of defects in materials and workmanship. CMAR's warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain the construction by persons other than CMAR, Subcontractors, or others under CMAR's control. Nothing in this warranty will limit any manufacturer's warranty which provides Town with greater warranty rights than set forth herein or in the Contract. CMAR will provide Town with all manufacturers' warranties and operation and maintenance manuals upon substantial completion of the Work. CMAR's warranty must be for two (2) year, in accordance with Town requirements and will commence for all portions of the Work upon Final Acceptance of the entire Work as determined by Town under the Contract. All statutory or other warranties, express or implied, related to latent defects will remain in force and are not limited by this provision.

4.9.2 Town May Stop the Work. If the Work is defective, or CMAR fails to supply sufficient skilled workmen or suitable materials or equipment, Town may order CMAR to stop the Work without cost to Town, or any portion thereof, until the cause for such order has been eliminated; however, this right of Town to stop the Work will not give rise to any duty on the part of Town to exercise this right for the benefit of CMAR or any other party.

4.9.3 Correction or Removal of Defective Work.

4.9.3.1 If required by Town, CMAR must promptly, without cost to Town and as specified by Town, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Town, remove it from the Site and replace it with non-defective Work. CMAR must correct any Work which may be displaced in correcting, removing or replacing defective Work. No compensation will be allowed CMAR for such removal, replacement or remedial Work. CMAR must reimburse Town for costs incurred by Town due to such correction or removal including but not limited to additional expenses for inspection, testing or observation and for repeated reviews by the Town or Design Professional.

4.9.3.2 Upon failure on the part of the CMAR to comply within a reasonably prompt time with any written order of Town to correct or remove defective Work, Town has authority to cause nonconforming materials or rejected Work to be remedied, removed, or replaced at the CMAR's expense and to deduct the costs from any moneys due or to become due the CMAR.

4.9.4 Town May Correct Defective Work. If CMAR fails within a reasonable time after written notice of Town to proceed to correct defective Work or to remove and replace rejected Work as required by Town or if CMAR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), Town may, after 7 Days' written notice to CMAR, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Town may exclude CMAR from all or part of the Work, and suspend CMAR's services related thereto, take possession of CMAR's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work all materials and equipment stored at the Site or for which Town has paid CMAR, but which are stored elsewhere. CMAR must allow Town, Town representatives, agents and employees such access to the Site as may be necessary to enable Town to exercise Town's rights under this Section. All direct and indirect costs of Town in exercising such rights will be charged against CMAR in an amount verified by Town representative, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs will include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work or others destroyed or damaged by correction, removal or replacement of CMAR's defective Work. CMAR will not be allowed an extension of the Contract Time because of any delay in CMAR's performance of the Work attributable to the exercise by Town or Town's rights hereunder.

4.9.5 Correction or Removal of Unauthorized Work.

4.9.5.1 Any Work done beyond the lines and grades shown on the Drawings or established by the Design Professional or any changes in, additions to, or deductions from the Work done without written authority will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced at the CMAR's expense.

4.9.5.2 Upon failure on the part of the CMAR to comply promptly with any order of the Town, Town will have authority to cause unauthorized Work to be remedied, removed, or replaced at the CMAR's expense and to deduct the costs from any moneys due or to become due the CMAR.

4.9.6 Correction Period - Two Year Guarantee.

4.9.6.1 If, within two years after the date of Final Acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract

Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, CMAR must promptly, without cost to Town and in accordance with Town's written instructions, either correct such defective Work, or, if it has been rejected by Town, remove it from the Site and replace it with non-defective Work. If CMAR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Town may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, must be paid by CMAR. Such action by the Town will not relieve the CMAR of the guarantees required by this Section or elsewhere in the Contract Documents.

4.9.6.2 If, in the opinion of the Town, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the Town or to prevent interruption of operation of the Town, the Town will attempt to give the notice required by this Section. If the CMAR cannot be contacted or does not comply with the Town's request for correction within a reasonable time as determined by the Town, the Town may, notwithstanding the provisions of this Section, proceed to make such correction or provide such attention; and the costs of such correction or attention will be charged against the CMAR. Such action by the Town will not relieve the CMAR of the guarantees required by this Section or elsewhere in the Contract Documents.

4.9.6.3 This Section does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer or supplier gives a guarantee for a longer period. The CMAR agrees to act as co-guarantor with such manufacturer or supplier and must furnish the Town all appropriate guarantee or warranty certificates upon completion of the Project. No guarantee period, whether provided for in this Section or elsewhere, will in any way limit the liability of CMAR or their sureties or insurers under the indemnity or insurance provisions of these General Conditions and the Project Specific Special Conditions.

4.9.7 Acceptance of Defective Work.

4.9.7.1 If, instead of requiring correction or removal and replacement of defective Work, Town may accept Work when in the best interest of the Town to do so with appropriate monetary credit from CMAR. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after final payment, an appropriate amount must be paid by CMAR to Town.

4.9.7.2 Alternatively, Town may require CMAR to furnish at CMAR's expense, a special performance guarantee or other surety prior to acceptance of defective work.

4.9.8 The Warranty period begins on the Final Acceptance date noted in the Certificate of Completion, irrespective of early completion by some Subcontractors of their work.

4.9.9 CMAR must provide a 2-year warranty per Town policy.

4.9.10 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides Town with greater warranty rights than set forth in this Section or the Contract Documents. CMAR must provide Town with all manufacturers' warranties prior to Substantial Completion, if applicable, or Final Acceptance.

4.9.11 CMAR agrees that it will be responsible to manage and administer the correction of any Work that is not in conformance with the Contract Documents during the warranty periods set forth in this Section, or during any longer periods to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by Town, will not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.12 When notified of a warranty issue, CMAR must respond in writing within 48-hours and must perform warranty Work as soon as material for said repairs are available (as judged solely by Town), and in any event CMAR must, take immediate steps to commence and complete correction of nonconforming Work no later than the time period set forth in Town's written notification in accordance with the Contract Documents. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If defects develop which are determined by Town to be an emergency, Town will notify CMAR, via the most expeditious means regarding the nature and condition of the defects. In turn, CMAR must immediately dispatch necessary forces to correct the defect or the emergency condition in accordance with Contract Documents.

4.9.13 The time periods referenced in this Section apply only to CMAR's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies that Town may have regarding CMAR's other obligations under the Contract Documents.

4.9.14 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, CMAR must obtain and provide to the Town all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. Town and the user of the facility will have the right to the full value and benefit of all such warranties. CMAR must ensure all such warranties are fully transferrable to facilitate the full value of this Section.

4.9.15 CMAR's warranty excludes damages or defects caused by abuse, alterations to the Work not executed by or through CMAR, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

4.9.16 In the event of any noncompliance with this entire Section 4, Town may require CMAR to stop or suspend the Work in whole or in part.

SECTION 5 - TOWN RESPONSIBILITIES

5.1 TOWN PROJECT MANAGER AND INSPECTORS

5.1.1 Project Manager is responsible for providing Town-supplied information and approvals in a timely manner to assist CMAR to fulfill its obligations under the Contract Documents.

5.1.2 Project Manager will also provide CMAR with prompt notice when it observes any failure on the part of CMAR to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Drawings and Specifications.

5.1.3 Town may utilize Field Inspectors to assist Project Manager during construction in observing performance of CMAR. Town's use of Inspectors is for the purpose of assisting Project Manager.

5.1.4 The Inspectors are authorized to inspect all Work and materials furnished. Such inspections may extend to all or part of the Work and to preparation, fabrication or manufacture of the materials to be used. The Inspectors have the authority to issue instructions contrary to the Construction Documents if approved and coordinated with the directions of Project Manager.

5.1.5 The Inspectors have the authority to reject work or materials until any questions at issue can be decided by Project Manager.

5.1.6 The use of Inspectors by Town will not make Town responsible for or give Town control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs or responsibility for CMAR's failure to perform the Work in accordance with Contract Documents. The Inspectors are not authorized to direct any of CMAR's activities, employees or Subcontractors.

5.2 DESIGN PROFESSIONAL SERVICES

Town may contract separately with one or more Design Professionals to provide construction administration of the Project. The Design Professional's Contract, as well as other firms hired by Town may be furnished to CMAR. CMAR does not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to Town and Design Professional.

5.3 TOWN'S SEPARATE CONTRACTORS

Town is responsible for all work performed on the Project or at the Site by separate CMARs retained by Town. Town will contractually require its separate CMARs to reasonably cooperate with and reasonably coordinate their activities so as not to interfere with CMAR in order to enable CMAR to timely complete the Work consistent with the Contract Documents. CMAR must immediately notify the Project manager and address the matter in the next monthly status report, if any activities of such separate CMARs are expected to interfere, or are interfering, with CMAR and such interference will or could result in any delay in CMAR's performance of the Work.

5.4 PERMIT REVIEW AND INSPECTIONS

5.4.1 If requested by CMAR, Project Manager will provide assistance and guidance in obtaining necessary reviews, permits and inspections.

5.4.2 The regulating agencies of Town, such as Development Services Department, enforce legal requirements. The enforcement activities of Town are independent and separate from this Agreement.

5.5 **PLANS AND SPECIFICATIONS TO THE CMAR**.

CMAR will be provided up to five copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

SECTION 6 - CONTRACT TIME

6.1 CONTRACT TIME

6.1.1 The Contract Time will start with a Limited Notice to Proceed ("LNTP") and end with Final Acceptance, or at the Town's convenience. The LNTP will address pre-construction activities. The Town reserves the right to extend these pre-construction activities to include early procurement.

6.1.2 Beginning on the date of the full NTP, CMAR must begin to fulfill CMAR's obligations under the Contract. CMAR's obligations include providing Town and other agencies with any submittals required by the Project Specific Special Provisions, including but not limited to, an approved Project Schedule, Traffic Control Plans, and a Stormwater Pollution Prevention Plan. CMAR must submit all such required submittals before any physical construction work commences on the Site. NTP does not authorize construction work until all contract insurance, bonds, and schedules are submitted to and accepted by the Town.

6.1.3 The Contract Time will be as set forth in the Project Schedule. CMAR agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Acceptance within the Contract Time.

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and designated Milestone thereof.

6.1.5 Failure of CMAR to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, will constitute a material breach of this Contract entitling

Town to terminate the Contract unless CMAR applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

6.1.6 Failure of Town to insist upon the performance of any covenant or condition within the time periods specified herein, will not constitute a waiver of CMAR's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

6.1.7 Town's agreement to waive a specific time provision or to extend the time for performance will not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CMAR to complete performance promptly within the additional time authorized in the waiver or extension of time agreement constitutes a material breach of this Contract entitling Town to all the remedies set forth herein or provided by law.

6.2 PROJECT SCHEDULE

6.2.1 The Project Schedule must be in Primavera P6 XER standard file format, must be updated and maintained throughout the Contract Time, and must contain the following:

6.2.1.1 Detailed representation of all activities for the project, both on-site construction and major procurement. All significant activities together with the resource loading requirements for each and all items appearing on the schedule of values or bid schedule for progress payments must be shown on the Project Schedule or in attached transmittal letter as described in Section 6.2.8.

6.2.1.2 Dependencies between activities must be indicated so that it may establish as to the effect the progress of any one activity would have on other activities and on the Schedule.

6.2.1.3 Activities for submission, review, and approval of all required submittals.

6.2.1.4 An amount of time will be established prior to the final completion date for "punch list and cleanup". No other activities will be scheduled during this period. Punch list and cleanup must be shown on the Project Schedule and must be entirely completed prior to the expiration of the Contract Time.

6.2.2 Within 10 Days of receipt of Town's comments, CMAR must make all required corrections, adjustments, and additions to complete the Project Schedule and resubmit to Town for review. Town's review of and response to the Project Schedule is for the purpose of: (1) Town planning and staffing for the Project as may be required from time to time; (2) ensuring CMAR's general conformance with the scheduling requirements of the Contract Documents and completion of the Project within the Contract Time; and (3) monitoring and evaluating the construction status for purposes of approving monthly progress payments. Acceptance of a submitted schedule by Town should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by CMAR. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of CMAR. Town's review does not relieve CMAR from compliance with the requirements of the Contract Documents or be construed as relieving CMAR of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.3 The Project Schedule must show milestones, including milestones for Town-furnished information, and must include activities for Town-furnished material and construction by other CMARs when those activities are interrelated with CMAR activities.

6.2.4 The Project Schedule must be revised as required by conditions and progress of the Work, but such revisions do not relieve CMAR of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time will be effective unless approved in advance by Town.

6.2.5 For all items of materials and equipment that are critical or may require long lead times to acquire,

the Project Schedule must show dates for submission, review and approval of submittals, ordering, and delivery.

6.2.6 An updated Project Schedule must be submitted monthly to Town as part of the Payment Request. The monthly submittal must include one full size plot of the entire schedule and one electronic copy containing the schedule in Microsoft Project standard file format. In addition, CMAR must, upon request by Town, provide a copy of all submitted schedule data in electronic format which must be clearly labeled with the Project description, scheduling program name and version number, and schedule print/data date.

6.2.7 CMAR must provide Town with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.8 With each Project Schedule submittal, CMAR must include a transmittal letter including the following:

a. Description of problem tasks, referenced to field instructions or requests for information (RFI's), as appropriate.

b. Current and anticipated delays including:

(i) Cause of the delay.

(ii) Corrective action and schedule adjustments to correct the delay.

(iii) Known or potential impacts and their delay on other activities, milestones, and their impact on the Substantial Completion and Final Acceptance dates.

(iv) Changes in construction sequence.

c. Pending items and status thereof including but not limited to:

(i) Time Extension requests;

(ii) Substantial Completion date status;

(iii) Final Acceptance date status.

d. If ahead of schedule, the number of calendar Days ahead.

e. If behind schedule, the number of calendar Days behind.

f. Other Project or scheduling concerns.

6.2.9 Critical Path Method (CPM).

6.2.9.1 Unless otherwise specified in the Contract, the Project Schedule must include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.9.2 The CPM diagram schedule must be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram must be presented in a time scaled graphical format for the Project as a whole.

6.2.9.3 The CPM diagram schedule must indicate all relationships between activities.

6.2.9.4 The activities making the Project Schedule must contain sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluation the progress of the Work. Individual activities must not exceed 30 Days in length, in most cases.

6.2.9.5 The CPM diagram schedule must be based upon activities, which coincide with the Schedule of Values.

6.2.9.6 The CPM diagram schedule must show all submittals associated with each work activity and the review time for each submittal.

6.2.10 Float Time.

6.2.10.1 The total Float Time within the overall schedule is not owned by the CMAR or the Town. Available float will be for the benefit of either party when a delay is determined to have impacted the critical path and all such float must be consumed before any liquidated damages or extended overhead claims will be valid, regardless of the cause of the delay.

6.2.10.2 CMAR will not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.11 Town-Caused Delays. Town-caused delays on the Project, if any, may be offset by Town-caused time savings (i.e., Critical Path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in savings of time to CMAR, etc.) In such an event, CMAR will not be entitled to receive a time extension or delay damages until all Town-caused time savings are exceeded and the Contract Time is also exceeded.

6.2.12 Rain-Related Delays. CMAR is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional compensation will be given for any rain-related delays or impacts on the Work or the Project Schedule. No time extension will be granted in the Project Schedule unless the rainfall during the construction of Work is unusually severe, was not reasonably anticipated, and the total rainfall was significantly in excess of the normal rainfall for the Project Site location. Normal rainfall for the Project will be determined from the 10-year average rainfall for the Site as measured by the National Oceanic and Atmospheric Administration or comparable source of reliable information for rainfall in Town of Prescott Valley, Arizona. In addition, the excessive rainfall must have actually impacted Work activities on the Critical Path and caused delay beyond any remaining Float at the time of the rain caused delay. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on CMAR. All other provisions in the Contract Documents relating to claims, including without limitation notice requirements, apply to any claim by CMAR for a rain delay. A rain delay activity will be inserted into the critical path of the baseline CPM schedule submitted to the Town for approval based on the anticipated rain impacts of 10 year average rainfall event days for the project location.

6.2.13 Town's "Policy Statement for Calculating Delays and Damages," Appendix 1 to these General Conditions, will apply to all claims of delay and delay damages.

6.2.14 Force Majeure. If CMAR is delayed or prevented from the performance of any Work required under this Contract by reason of acts of God or other causes beyond the control and without fault of CMAR (financial inability excepted), performance of that Work will be excused, but only for the period of the delay. The time for performance of the Work will be extended for a period equivalent to the period of delay.

6.3 SUBSTANTIAL COMPLETION

6.3.1 When CMAR considers that the Work, phase or a portion thereof, which Town agrees in writing to accept separately, is substantially complete, Town will prepare and submit to CMAR a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment. Failure to include an item on such Punch List does not alter the responsibility of CMAR to complete all Work in accordance with the Contract Documents.

6.3.2 Upon receipt of CMAR's Punch List, Project Manager will inspect to determine whether the Work or designated portion thereof is substantially complete. Project Manager may, at Project Manager's sole option, be assisted in such inspection by the Design Professional for the Project. If the inspection by the Project Manager discloses any item, whether or not included on CMAR's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that Town can occupy or utilize the Work, phase or designated portion thereof for its intended use, CMAR must, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager. In such case, CMAR must then submit a request for another inspection by Project Manager to determine Substantial Completion.

6.3.3 Certificate of Substantial Completion.

6.3.3.1 The Project Manager will not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by Town for its intended purpose, opening to the general public, full occupancy or use by Town (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and all areas serving the general public, as applicable, must be ready for full-operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and other Work as applicable, has been performed to a similar state of essential and satisfactory completion. A minor amount of Work, as determined by and at the discretion of the Project Manager, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed as a result of weather conditions, will not delay determination of Substantial Completion. If prior written approval is obtained from Town for purposes of Substantial Completion, specified areas of the entire Work or Project may be individually certified as Substantially Complete. In no event will Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by CMAR and same will have also been approved and accepted by Town, subject only to the Punch List items.

6.3.3.2 If requested by Town, CMAR must complete and turn-over to Town the Project on a phased basis. Each phase will have a separate inspection by the Project Manager, a Punch List generated, and then an inspection by Town with final approval and acceptance only after the Project Manager's Punch List.

6.4 PARTIAL UTILIZATION

6.4.1 Town at Town's option may use and occupy any substantially completed parts of the Work which has specifically been identified in the Contract Documents, or which Town, the Design Professional and CMAR agree constitutes a separately functioning and usable part of the Work that can be used by Town for its intended purpose, without significant interference with CMAR's performance of the remainder of the Work, provided, however, if the portion of the Work to be used or occupied has not been found to be substantially complete, Town must do so in accordance with Section 6.3 prior to such occupancy.

6.4.2 In lieu of the issuance of a Certificate of Substantial Completion as to part of the Work, Town may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such

takeover, Town and CMAR agree in writing as to the division of responsibilities between Town and CMAR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

6.4.3 Substantial Completion of, or Town's beneficial occupancy of, a part of the Project, will not alter the fact that the two-year warranty for the whole Project starts at the date of Final Completion of the whole Project.

6.5 FINAL ACCEPTANCE

6.5.1 Unless otherwise expressly agreed to in writing by Town, Final Acceptance must be obtained by no later than 30 Days after the date of Substantial Completion. Failure to timely obtain Final Acceptance will be a material breach of the Contract.

6.5.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, Town and CMAR will jointly inspect to verify that the remaining items of Work have been completed. There will be no partial acceptance. Final Acceptance will not occur until all items of Work, including Punch List Items, have been completed to Town's satisfaction as reflected in the written Final Acceptance.

6.5.3 Final Payment will not be due, owing, or paid by Town until Final Acceptance is issued.

6.6 CONTINUATION OF WORK

6.6.1 Permitting CMAR to continue and finish the Work or any part of it after the time fixed for its completion (whether milestone, phase, Substantial Completion or Final Acceptance) or after the date to which the time fixed for any completion may have been extended, does not operate as a waiver by Town of any rights under the Contract Documents, law or equity.

6.6.2 Furthermore, the timely completion of the Work being of the utmost importance under this Contract, notwithstanding the existence of one or more disputes between the parties concerning the scope of the Work, the Project Schedule, Contract Time, payments or any other matter, and further notwithstanding a party's invocation of the Dispute Resolution provisions specified in Appendix 6 of these General Conditions, unless Town suspends the Contract or CMAR's performance pursuant to Section 10 of these General Conditions, CMAR will continue to prosecute the Work, including any Change Order work or Extra Work Orders, in a diligent and timely manner and not stop, slow down or impede by action or inaction the progress of the Work, including commencing performance of and thereafter completing any additional work called out in any Change Order or Extra Work Order issued by Project Manager with the approval of Town, so long as Town makes payment to CMAR in accordance with Section 8 of these General Conditions.

SECTION 7 - CONTRACT PRICE

7.1 UNIT PRICE CONTRACTS

7.1.1 Not Applicable.

7.2 CHANGE ORDERS

7.2.1 Unit Price Change Orders. The Change Order Price for all Unit Price Change Orders will be the amount set forth in the Change Order multiplied by the verified quantity provided.

7.2.2 Mutually Agreed Lump Sum Pricing Both the Town and the CMAR will mutually agree on a lump sum amount required for any agreed change scope. If definite materials and labor cannot be estimated, any other method of arriving at a mutually agreed lump sum number can be used.

7.2.3 Time and Materials For changes in which the Town and the CMAR cannot agree upon a single fixed price for a change due either to the nature of the change itself, or a difference in the party's estimation of the

materials and effort required to execute the change, the Town may, in writing, direct that the change scope proceed under a Time and Materials basis. During the change work the CMAR will, on a daily basis, fill out a T&M ticket in a format provided by, or agreed to, by the Town and submit such tickets to the Town's representative for signature. Tickets not submitted for approval on the day the work is performed will be rejected.

7.2.4 All Inclusive Changes Unless specifically notified by the CMAR, all proposals for Change Orders will be complete and will include any requests for extra contract time, direct costs of the work, any supervision, indirect costs, extended overhead costs and taxes and fees.

7.3 TAXES CMAR is required to pay all applicable taxes in accordance with the law of the state of Arizona and this cost must be included in all Contract Prices. When equipment, materials or supplies generally taxable to CMAR are eligible for a tax exemption due to the nature of the Project, CMAR must assist Town in applying for and obtaining such tax credits and exemptions which will be paid or credited to Town.

SECTION 8 - PAYMENT

8.1 PAYMENT FOR CONSTRUCTION SERVICES

8.1.1 Payment for the Work will be made in accordance with MAG Standard Specification § 109 as amended below.

8.1.2 CMAR must submit to Town for review a completed CMAR Payment Request signed by CMAR, covering the Work completed as of the date of the Request and accompanied by such supporting documentation as is required by the Contract Documents and also as Town may reasonably require. A CMAR Payment Request will not be considered complete unless it is accompanied by an updated Project Schedule and a certification that the on-site, red lined, as built Drawings are up to date. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably, securely stored at the Site or at another location (such as a bonded warehouse) agreed to in writing, the CMAR Payment Request must also be accompanied by such data, satisfactory to Town, as will establish Town's title to the material and equipment and protect Town's interest therein, including applicable insurance. Each subsequent CMAR Payment Request must include an affidavit of CMAR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CMAR's obligations reflected in prior CMAR Payment Requests.

8.1.3 The Contracting Agency will retain 10 percent of all estimates as a guarantee for complete performance of the Contract in accordance with Arizona Revised Statutes Section 34-221 or 34-607, unless the CMAR elects to deposit securities in accordance with Arizona Revised Statutes Section 34-221, Paragraph C.5. or 34-607, Paragraph B.5.

8.1.4 The payment process functions as follows: Prior to the payment cycle date, CMAR must send a draft CMAR Payment Request to Project Manager. The Project Team will review the Request and agree upon any necessary adjustments. CMAR must certify the final Request by signing and returning to Project Manager.

8.1.5 When construction of the Project is fifty percent (50%) completed, CMAR may request payment of one-half of the retention pursuant to A.R.S. § 34-609(B)(3), subject to all of Town's rights to withhold or offset payments, and other rights of Town, under the Contract.

8.1.6 Town reserves the right under A.R.S. § 34-609(B)(3) to reinstate the ten percent (10%) retention if Town determines that satisfactory progress is not being made.

8.1.7 CMAR's Warranty of Title.

8.1.7.1 CMAR warrants and guarantees that title to all Work, materials and equipment covered by any CMAR Payment Request, whether incorporated in the Project or not, will pass to Town at the time of payment, free and clear of all liens, claims, security interests, and encumbrances, provided that this will not preclude the CMAR from installing metering devices or other equipment of utility companies or municipalities, the title of which is commonly retained by the utility company or municipality.

8.1.7.2 No materials, supplies, or equipment for the Work under this Contract will be purchased subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest therein, or any part thereof, is retained by the seller or supplier.

8.1.7.3 Nothing contained in this Section will defeat or impair the right of such persons furnishing materials or labor under any bond given by the CMAR for their protection, or any right under any law permitting such persons to look to funds due the CMAR in the hands of the Town. The provisions of this Section must be inserted in all subcontracts and material contracts, and notices of its provision must be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

8.2 PAYMENT UPON SUBSTANTIAL COMPLETION

8.2.1 No payment will be made upon Substantial Completion, except for a regularly-scheduled monthly progress payment, as allowed by Section 8.2.2.

8.2.2 No further payments will be made to CMAR until Final Acceptance.

8.3 FINAL PAYMENT

8.3.1 Subject to all of Town's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage will be paid only after:

a. Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by Town;

b. Necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, acceptable sewer video results (if applicable), and complete "as-built" Drawings (including the Building Information Model, if required by the Contract Documents) have been delivered to Town, as specified in this Section 8.4;

c. Full and unconditional lien waivers and releases by CMAR and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to CMAR;

d. All conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and

e. CMAR delivers to Town a CMAR Payment Request requesting Final Payment.

8.3.2 CMAR must also submit a signed copy of CMAR's Affidavit Regarding Settlement of Claims, Appendix 3 to these General Conditions, and Certificate of Completion, Appendix 7 to these General Conditions, prior to Final Payment.

8.3.3 In addition, if required under the Project Specifications CMAR must compile a complete equipment list and maintenance manual to be submitted to Town as a precondition to Final Payment. The list must include the following items for all equipment supplied under the Plumbing, Electrical, Air Conditioning, Elevator, and other Special Equipment Specifications:

a. Name, Model and Manufacturer.

b. Complete parts lists and Drawings.

c. Local source of supply for replacement parts along with suppliers' telephone numbers.

d. Local service organizations serving the equipment and their telephone numbers.

e. All tags, inspection slips, instruction packages, etc., removed from equipment must be properly identified as to pieces of equipment from which they were taken.

8.3.4 CMAR must also deliver to Town, prior to Final Payment, one (1) digital (in the format specified by Town), and if requested by Town, one (1) hard copy, of any applicable Maintenance manuals. Each manual must include all manufacturer's operation and maintenance instructions and "as-built" Drawings with the list herein specified. It must also include all other diagrams and instructions necessary to properly operate and maintain the equipment, the name, address and telephone number of CMAR and all Subcontractors involved.

8.4 TOWN'S RIGHT TO WITHHOLD PAYMENT

Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which CMAR is responsible, including, without limitation, if any of the following conditions exist:

a. Defective Work not remedied;

b. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to Town is provided by CMAR;

c. Failure of CMAR to make payments properly to Subcontractors or for labor, materials or equipment;

d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

e. Damage to Town or another CMAR;

f. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

g. Failure to carry out the Work in accordance with the Contract Documents; or

h. CMAR is in default of any of its other obligations under the Contract Documents.

8.5 JOINT/DIRECT CHECKS

To promote the timely completion and progress of the Work or when appropriate and necessary, payments to CMAR may be made jointly to CMAR and its employees, agents, Subcontractors and suppliers, or any of them.

8.6 PAYMENT NOT A WAIVER

No payment (nor use or occupancy of the Project by Town) will be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

8.7 LIENS AND BOND CLAIMS

CMAR must make all payments, in the time required, of all labor and materials furnished to CMAR in the course of the Work and must promptly furnish evidence of such payments as Town may require. CMAR must pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to CMAR, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, CMAR agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to CMAR, or against any payment or performance bond, must be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment

used in or in connection with the performance of this Contract, and CMAR agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within 10 Days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, CMAR agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of CMAR due to non-payment for work performed.

8.8 FINANCIAL RECORDKEEPING AND TOWN'S AUDIT RIGHT

8.8.1 Records for all Contracts between Town and CMAR must, upon reasonable notice, be open to inspection and subject to audit, scanning, and reproduction during normal business working hours. Such audits may be performed by any Town's representative or any outside representative engaged by Town for the purpose of examining such records. Town or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of five years after Final Payment or longer if required by law. Town's representatives may (without limitation) conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with CMAR employees, field and agency labor, Subcontractors, and vendors.

8.8.2 CMAR's "records" must include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Town's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records must include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); back-charge logs and supporting documentation; invoices and related payment documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other CMAR records which may have a bearing on matters of interest to Town or the Project in connection with CMAR's dealings with Town or the Project (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

a. Compliance with Contract requirements for deliverables;
b. Compliance with approved Plans and Specifications;
c. Compliance with § 14.9 below;
d. Compliance with Contract provisions regarding the pricing of Change Orders;
e. Accuracy of CMAR representations regarding the pricing of invoices; or
f. Accuracy of CMAR representations related to claims submitted by CMAR or any of their employees.

8.8.3 CMAR must require all payees (examples of payees include Subcontractors, Suppliers, Insurance Carriers, etc.) to comply with the provisions of this Section by including the requirements hereof in a written Contract Agreement between CMAR and payee. CMAR will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this contract included in their contracts with CMAR.

8.8.4 Town's authorized representative(s) (including, without limitation, Project Manager) must have reasonable access to CMAR's facilities, must be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and must be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.

8.8.5 If an audit inspection or examination in accordance with this Section, discloses overpricing or overcharges to Town (of any nature) by CMAR or CMAR's Subcontractors in excess of $100,000 in addition to making adjustments for the overcharges, the reasonable actual cost of Town's audit must be reimbursed to Town by CMAR. Any adjustments or payments which must be made as a result of any such audit or inspection of CMAR's invoices or records must be made within a reasonable amount of time (not to exceed 90 Days) from presentation of Town's findings to CMAR.

8.8.6 In addition to the normal paperwork documentation CMAR typically furnishes to Town, CMAR agrees to furnish, upon written request from Town, any of the documentation necessary for Town to exercise its audit rights under this Section 8.8 in computer readable file formats (Word, Excel, or .pdf), as Town may designate.

8.8.7 Town, its authorized representative, and the appropriate agency, reserve the right to audit CMAR's records in compliance with local, state or federal policies, statutes or at Town's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 - CHANGES TO THE CONTRACT

9.1 FIELD ORDERS

Town may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Times, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a written Field Order on the standard form approved and executed by Town. Such Field Orders must be binding and CMAR must perform the change promptly. If CMAR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CMAR may make a claim therefore as provided in Section 7.2.

9.2 EXTRA WORK/CHANGES IN THE WORK

9.2.1 Town reserves the right to make such changes in the Plans and Specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order must be deemed a part of this Contract as if originally incorporated herein.

9.2.2 In the event Town and CMAR cannot agree on the terms of a Change Order, or when circumstances otherwise require, the Project Manager has the authority to direct the CMAR to perform extra work, if the work in question is an item not provided for in the Contract as awarded. The Project Manager will have the authority to determine, based upon factual evidence presented by the CMAR, whether the work in question is an item not provided for in the Contract as awarded. If the Project Manager directs the CMAR to perform extra work, the Project Manager's instructions will include a price that the CMAR cannot exceed in charging the Town for the extra work. Upon receipt of the Project Manager's directions to perform extra work, the CMAR must promptly proceed with the extra work and document the actual cost thereof. CMAR's right to payment for extra work will be determined under Subsection 9.2.4 below. The CMAR is responsible for managing the extra work to ensure that the price limits set by the Project Manager are not exceeded. CMAR must perform the extra work and submit documentation for the actual cost of the extra work to the Town. A Change Order will be issued to cover this work.

9.2.3 CMAR will not be entitled to payment for extra work unless a written Change Order, in form and content prescribed by Town, has been executed by Town. On all requests for Change Orders, CMAR must specify the increased or decreased costs and whether it believes any extensions of time will be necessary to complete its Work as modified by the Change Order. If extra work is performed under Subsection 9.2.2 above, a corresponding Change Order will be prepared, approved and processed by Town before payment can be made to CMAR.

9.2.4 In general, pricing for Change Orders will include the same mark-up percentages that were in effect when the Contract was awarded. The cost or credit to the Town resulting from a change in the Work is subject to Appendix 1 (Policy Statement for Calculating Delays and Damages)

and will be determined, based on the type of pricing for the Contract involved, as follows:

a. By mutual acceptance of a lump sum properly itemized in a form acceptable to Town;

b. By unit prices stated in the Contract Documents;

c. When the Town determines that a Unit Price Book Job Order associated with a Job Order Contract requires a Change Order, by using the same Total Cost Data and CCI that are in effect when the Change Order is anticipated to be issued; or

d. By actual cost and a percentage fee covering overhead and profit, as follows:

(i) CMAR will perform the extra work and be compensated for actual cost of labor, materials and equipment.

(ii) CMAR will have the right to add the fee percentage applicable to the Work under the Contract, or if no such fee has been agreed to by the parties, not more than five percent (5%) to the Subcontractor's prices for authorized extra work performed solely by Subcontractors. Such percentage will include all of CMAR's charges for overhead, profit, administration and supervision.

(iii) CMAR or Subcontractor will have the right to add the fee percentage applicable to Work under the Contract for self-performed extra work, or if no such fee has been agreed to by the parties, CMAR's or Subcontractor's maximum total allowable additions for overhead, profit, administration and supervision will not exceed ten percent (10%) of actual verifiable labor, materials and equipment for such self- performed extra work.

9.2.5 Any agreement which modifies the terms of the Contract (including Change Orders) will be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract will have the same effect as if they had been included in the original Contract.

9.3 ACCURACY OF CHANGE ORDER PRICING INFORMATION

9.3.1 Subject to Sections 9.3.2 through 9.3.4, signature by the contracting parties constitutes full accord and satisfaction between Town and CMAR for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Contract agreed to in writing.

9.3.2 Accurate Change Order Pricing Information: CMAR agrees that it is responsible for submitting accurate cost and pricing data to Town to support its Fixed Price, Unit Price, or Cost- P l u s Change Order Proposals or other Contract Price adjustments under the Contract. CMAR further agrees to submit Change Order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the Contract with respect to pricing of change orders. CMAR agrees that any "buy-out savings" on Change Orders will accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the CMAR with a Subcontractor or a Material Supplier after receiving approval of a Change Order amount that was designated to be paid to a specific Subcontractor or Supplier for the Approved Change Order work.

9.3.3 Right to Verify Change Order Pricing Information: CMAR agrees that Town, through its designated representative, will have the right to examine, copy, and scan the records of the CMAR, Subcontractor or Sub-Subcontractor's records (during the Contract period and up to three years after final payment is made on the Contract) to verify the accuracy and appropriateness of the pricing data used to price all Change Order proposals or claims. CMAR agrees that if Town determines the cost and pricing data submitted (whether approved

or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the Contract regarding pricing of Change Orders, an appropriate Contract Price adjustment will be made. Such post-approval Contact Price adjustments will apply to all levels of CMARs and subcontractors and to all types of Change Order proposals, specifically including Fixed Price, Unit Price, and Cost Plus Change Orders.

9.3.4 Requirements for Detailed Change Order Pricing Information: CMAR agrees to provide a detailed breakdown of allowable labor and labor burden cost (i.e., base wage rate of applicable classifications of workers, payroll taxes, and insurance and benefits costs). This information will be used to evaluate the potential cost of labor and labor burden related to Change Order work. It is intended that this information represent an accurate estimate of the CMAR's actual labor and labor burden cost components. Information is not intended to establish fixed billing or Change Order pricing labor rates. However, at the time Change Orders are priced, the submitted cost data for labor rates may be used to price Change Order work. The accuracy of any such agreed upon labor rate cost components used to price Change Orders will be subject to later audit. Approved Change Order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.

9.4 EMERGENCIES

In any emergency affecting the safety of persons or property, CMAR will act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price or Contract Time resulting from emergency work will be determined as provided in this Section.

9.5 DIFFERING SITE CONDITIONS

9.5.1 If Differing Site Conditions are encountered at the Project Site, then notice by the observing party must be given to the other party promptly before conditions are disturbed (to the extent practicable) and in no event later than 14 Days after first observance of the conditions. Town will promptly investigate such conditions and, if Town determines that Differing Site Conditions exist and they materially cause an increase in the cost of, or time required for, performance of any part of the Work, CMAR will be entitled to equitable adjustment in the Contract Price or Construction Schedule (and other time requirements), or both. If it is determined by Town that the conditions at the Project Site are not Differing Site Conditions and no change is justified, then Town will notify CMAR in writing, stating the reasons. Claims in opposition to such determination must be made within 14 Days after Town has given notice of its decision. If Town and CMAR cannot agree on an adjustment in the Contract Price or Construction Schedule (and other time requirements), the adjustment may be submitted to dispute resolution as provided these General Conditions.

9.6 CHANGES IN LAWS, REGULATIONS, OR LEGAL REQUIREMENTS OR TAXES

In the event of a material change in applicable Laws, Regulations, or Legal Requirements, or taxes subsequent to the date of the Contract by the parties, CMAR may be entitled to a Change Order, in Town's discretion, to the extent CMAR can document to the satisfaction of Town that such change significantly increases CMAR's actual cost of performance of the Work.

SECTION 10 -SUSPENSION AND TERMINATION

10.1 SUSPENSION

10.2 Town may suspend the Contract and CMAR's performance in accordance with MAG Specifications § 105.1, 108.7, **TERMINATION BY THE TOWN FOR CAUSE**

10.2.1 MAG Specifications § 108.11 and 108.10

applies to the Contract.

10.2.2 Town may also terminate the Contract if Town determines, in its sole discretion that CMAR has:

a. After prior written notice, refused or failed to supply enough properly skilled workers or proper materials;

b. After prior written notice, failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between CMAR and the Subcontractors;

c. After prior written notice, disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

d. After prior written notice, repeatedly failed to comply with written directives from Town;

e. Is adjudged as bankrupt or insolvent;

f. Made a general assignment for the benefit of creditors;

g. Appointed a trustee or receiver for itself or any of its property;

h. Filed a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or

i. Otherwise breached a provision of the Contract Documents or any other contract between Town and CMAR.

10.2.3 When any of the above reasons exist, Town may terminate the Contract, without prejudice to any other rights or remedies of Town, after giving CMAR and CMARs' surety, if any, 7 Days written notice of Town's intent to terminate the Contract and CMAR's failure to cure any such reasons. Upon such termination, Town may: (1) take possession of the Site and of all materials thereon owned by CMAR; or (2) finish the Work by whatever reasonable method Town may deem expedient. When Town terminates the Contract for one of the reasons state above, CMAR will not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by Town, such excess will be paid to CMAR. If such costs, expenses and damages exceed such unpaid balance, CMAR must pay the difference to Town. This obligation for payment will survive termination of the Contract.

10.3 TERMINATION BY TOWN FOR CONVENIENCE

Town may also terminate the Contract at any time for its convenience upon 7 Days written notice to CMAR specifying the termination date. In the event of termination which is not the fault, in whole or in part, of CMAR, Town will pay to CMAR only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments will be due from Town to CMAR.

10.4 **A.R.S. § 38-511, 38-848, 35-393.01, & 35-394**

The Contract is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511, A.R.S. § 38-848, A.R.S. § 35-393.01, and A.R.S. § 35-394.

SECTION 11 -INSURANCE AND BONDS

11.1 INSURANCE REQUIREMENTS

11.1.1 At the time Town issues Notice of Contract Award, the CMAR must furnish the Town a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to Town. Provided, however, the A.M. Best rating requirement may not be deemed to apply to required Worker's Compensation coverage.

11.1.2 The CMAR and any of its Subcontractor must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, the insurances set forth below.

11.1.3 The insurance requirements set forth below are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

11.1.4 The Town in no way warrants that the minimum insurance limits contained in this Contract are sufficient to protect CMAR from liabilities that might arise out of the performance of the Contract services under this Contract by CMAR, its agents, representatives, employees, or Subcontractors and the CMAR is free to purchase any additional insurance as may be determined necessary.

11.1.5 Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the CMAR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

11.1.6 Use of Subcontractors: If any Work is subcontracted in any way, the CMAR must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the Town requires of the CMAR in this Contract. The CMAR is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

11.1.7 Contractor shall require any and all subcontractor performing work under this contract to carry insurance of the types and with limits of liability, as Contractor shall deem appropriate and adequate for the work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverages carries by such subcontractors.

11.2 MINIMUM SCOPE AND LIMITS OF INSURANCE

11.2.1 The CMAR must provide coverage with limits of liability not less than those stated below.

11.2.1.1 Professional Indemnity Liability Insurance.
Professional Liability. If the Agreement is the subject of any professional services or work performed by CMAR, or if CMAR engages in any professional services or work adjunct or residual to performing the work under this Agreement, CMAR must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by CMAR, or anyone employed by CMAR, or anyone whose acts, mistakes, errors and omissions CMAR is legally liable, with a liability limit of $1,000,000 each claim and $2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and CMAR, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.

11.2.1.2 Commercial General Liability-Occurrence Form. CMAR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent CMARs, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

11.2.1.3 Automobile Liability-Any Automobile or Owned, Hired and Non-Owned Vehicles. CMAR must maintain Business/Automobile Liability insurance with a limit of $1,000,000 each accident on CMAR owned, hired, and non-owned vehicles assigned to or used in the performance under this

Contract. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

11.2.1.4 Workers Compensation and Employers Liability Insurance. CMAR must maintain Worker Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CMAR employees engaged in the performance of Work under this Contract and must also maintain Employers' Liability insurance of not less than $1,000,000 for each accident and $1,000,000 disease for each employee.

11.2.1.5 Builders' Risk/Installation Floater Insurance. The CMAR bears all responsibility for loss to all equipment or Work under construction. Unless waived in writing by the Town the CMAR will purchase and maintain in force Builders' Risk/Installation Floater insurance on the entire Work until substantial completion. This insurance will be Special Causes of Loss policy form, (minimally including perils of fire, flood, lightning, explosion, windstorm and hail, smoke, aircraft and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, and collapse), completed value, replacement cost policy form equal to the contract price and all subsequent modifications. The CMAR's Builders' Risk/Installation Floater insurance must be primary and not contributory.

a. Builders' Risk/Installation Floater insurance must cover the entire Work including reasonable compensation for architects and engineers' services and expenses and other "soft costs" made necessary by an insured loss. Builders' Risk/Installation Floater insurance must provide coverage from the time any covered property comes under the CMAR's control and or responsibility, and continue without interruption during course of construction, renovation and or installation, including any time during which any Project property or equipment is in transit, off Site, or while on Site for future use or installation. Insured property must include, but not be limited to, scaffolding, false work, and temporary buildings at the Site. This insurance must also cover the cost of removing debris, including demolition as may be legally required by operation of any law, ordinance, regulation or code.

b. The CMAR must also purchase and maintain Boiler and Machinery insurance with the same requirements as Builders' Risk/Installation Floater insurance cited above if the Work to be performed involves any exposures or insurable property normally covered under a Boiler and Machinery insurance policy or made necessary as required by law or testing requirements in the performance of this Contract/Agreement. The CMAR will be responsible for any and all deductibles under these policies and the CMAR waives all rights of recovery and subrogation against the Town under the CMAR- Builders' Risk/Installation Floater insurance described herein.

c. Builders' Risk/Installation Floater Insurance must be maintained until whichever of the following first occurs: (i) final payment has been made; or, (ii) until no person or entity, other than the Town, has an insurable interest in the property required to be covered.

d. The Builders' Risk/Installation Floater insurance must be endorsed so that the insurance will not be canceled or lapse because of any partial use or occupancy by the Town.

e. The Builders Risk/Installation Floater insurance must include CMAR will be named insured; the Town, and all tiers of subcontractors and others with an insurable interest in the Work who will be named as additional insureds unless they are able to provide the same level of coverage with the Town. Certificates must contain a provision that the insurance will not be canceled or materially altered without at least 30 Days advance notice to the Town. The Town must also be named as a Loss Payee under the Builders' Risk/Installation Floater coverage.

f. The Builders Risk/Installation Floater insurance must be written using the Special

Causes of Loss policy form, replacement cost basis.

g. All rights of subrogation under the Builders Risk/Installation Floater insurance are, by this Contract/Agreement, waived against the Town, its officers, officials, agents and employees.

h. The CMAR is responsible for payment of all deductibles under the Builders' Risk/Installation Floater insurance policy.

11.2.1.6 Pollution Liability Insurance (Including Errors and Omissions). For Job Orders, Pollution Liability Insurance is only required if applicable and determined on a project specific basis. CMAR must maintain Pollution Liability Insurance with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate for losses caused by pollution conditions including coverage for bodily injury, property damage, defense costs, clean-up costs, and completed operations that arise from the operations of CMAR as described in this Contract.

a. The policy must provide for complete professional service coverage, including coverage for pollution liability that is a result of a breach of professional duties.

b. The policy must provide for protection again claims for third-party bodily injury, property damage, or environmental damage caused for pollution conditions resulting from general contracting activities for which CMAR is legally liable.

c. The policy must provide for cleanup costs when mandated by governmental entities, when required by law, or as a result of third-party claims.

d. Completed Operations Coverage must be kept in place for up to the statute of repose.

e. The policy must be endorsed to include the following additional insured language: "Town, its elected officials, trustees, employees, agents, and volunteers must be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of CMAR".

f. If Work under this Contract requires the transportation of any hazardous material or regulated substances, CMAR must carry Auto Liability with a CA 9948 endorsement or equivalent.

g. If Work under this Contract requires the disposal of any hazardous materials from the job site, CMAR must obtain a certificate of insurance for Pollution Legal Liability from the disposal site operator with a limit of not less than $5,000,000 per loss, $5,000,000 aggregate.

11.3 ADDITIONAL POLICY PROVISIONS REQUIRED

11.3.1 Self-Insured Retentions or Deductibles. Any self-insured retentions and deductibles must be declared and approved by the Town. If not approved, the Town may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the Town, its officers, officials, agents, employees, and volunteers.

11.3.2 The CMAR's insurance must contain broad form contractual liability coverage.

11.3.3 The CMAR's insurance coverage must be primary insurance with respect to the Town, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the Town, its officers, officials, agents, and employees will be in excess of the coverage provided by the CMAR and must not contribute to it.

11.3.4 The CMAR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.3.5 Coverage provided by the CMAR must not be limited to the liability assumed under the indemnification provisions of this Contract.

11.3.6 The policies must contain a severability of interest clause and waiver of subrogation against the Town, its officers, officials, agents, and employees, for losses arising from Work performed by the CMAR for the Town.

11.3.7 The CMAR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Contract for a minimum period of 3 years following completion and acceptance of the Work. The CMAR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Contract insurance requirements, including naming the required Additional Insureds set forth herein.

11.3.8 If a Certificate of Insurance is submitted as verification of coverage, the Town will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract.

11.3.9 Insurance Cancellation During Contract Term.

11.3.9.1 If any of the required policies expire during the life of this Contract, the CMAR must forward renewal or replacement Certificates to the Town within 10 Days after the renewal date containing all the required insurance provisions.

11.3.9.2 Each insurance policy required by the insurance provisions of this Contract must provide the required coverage and must not be suspended, voided or canceled except after 30 Days prior written notice has been given to the Town, except when cancellation is for non-payment of premium, then 10 Days prior notice may be given. Such notice must be sent directly to all Parties If any insurance company refuses to provide the require notice, the CMAR or its insurance broker must notify the Town of any cancellation, suspension, non-renewal of any insurance within 7 Days of receipt of insurers' notification to that effect.

11.3.10 Town as Additional Insured. The above-referenced policies are to contain, or be endorsed to contain, the following provisions:

11.3.10.1 The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The Town, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CMAR including the Town's general supervision of the CMAR; Products and Completed Operations of the CMAR; and automobiles owned, leased, hired, or borrowed by the CMAR.

11.3.10.2 The Town, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CMAR even if those limits of liability are in excess of those required by this Contract.

11.3.10.3 Upon acceptance of the GMP, CMAR shall add the PM / CM and Architect as additional insureds.

11.4 BONDS AND OTHER PERFORMANCE SECURITY

11.4.1 At the time Town issues Notice of Contract Award, CMAR must provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.4.2 Each such bond must be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance and must be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A copy of the Certificate of Authority must accompany the bonds. The Certificate must have been issued or updated within two (2) years prior to the execution of this Agreement. The bonds must be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required.

11.4.3 The bonds must be made payable and be acceptable to Town. The bond forms for the performance and payment bonds must be in the forms required under A.R.S. § 34-221, *et. Seq.*, as in Appendices 4 and 5 of these General Conditions.

11.4.4 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, CMAR must promptly furnish a copy of the bonds or must permit a copy to be made.

11.4.5 All bonds submitted for this Project must be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)" published by the A.M. Best Company.

11.4.6 Personal or individual bonds are not acceptable.

11.4.7 If the surety on any Bond furnished by CMAR is declared a bankrupt or becomes insolvent, or CMAR's right to do business is terminated in any state where any part of the Project is located, or it ceases to meet the requirements of this Section 11.4, CMAR must within 5 Days thereafter substitute another Bond and surety, both of which must be acceptable to Town.

SECTION 12 - INDEMNIFICATION

12.1 The CMAR and its owners, officers, directors, agents, employees, and subconsultants (collectively "Indemnitor") must indemnify, save, and hold harmless the Town and its officers, officials, agents, and employees (collectively "Indemnitee") from any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (collectively "Claims") caused or alleged to be caused, in whole or in part, by the negligent, reckless, wrongful, or willful acts, errors, or omissions of Indemnitor in connection with this Agreement. This indemnity includes any Claim or amount arising out of or recovered under workers' compensation laws or on account of Indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. Indemnitor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent, reckless, wrongful, or willful acts, errors, or omissions. Indemnitor is responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. Indemnitor's obligations under this provision survive the termination or expiration of this Agreement.

SECTION 13 -DISPUTE RESOLUTION

13.1 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 CMAR authorized representative. Such decision by the Town shall be final unless the CMAR, 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 CMAR shall continue its performance under this Agreement during any such dispute resolution process.

13.2 Notwithstanding any other provision in this Contract, Town has the right to immediately file in court and pursue an action for a temporary restraining order and injunctive relief against CMAR if Town determines that such action is necessary to protect its interests under the Contract, to obtain specific performance of any provision of the Contract, to advance the completion of the Project, or to protect health, welfare and safety.

SECTION 14 - MISCELLANEOUS PROVISIONS

14.1 CONTRACT DOCUMENTS

14.1.1 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.

14.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided by CMAR whether specifically called for at no additional cost to Town.

14.1.3 The Contract Documents establish the rights and obligations of the parties and include the Contract, Addenda (which pertain to the Contract Documents), CMAR's Bid or Proposal (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Contract, the accepted Project Schedule, the Notice to Proceed, the Performance Bond, the Payment Bond, Project Design, Engineering and Specifications, these General Conditions, the Project Specific Special Provisions, Technical Specifications, Contract Drawings, as the same may be more specifically identified in the Contract, Change Orders, Work Change Directives, Field Orders and the written interpretations and clarifications of the Design Professional or Town representative and Modifications issued after execution of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14.1.4 In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents will take precedence as follows from highest to lowest: Change Orders, Addenda, Contract, Project Specific Special Provisions, General Conditions, Technical Specifications, Drawings/Plans, Town of Prescott Valley Amendments to MAG Standard Specifications and Town of Prescott Valley Standard Details, and MAG Uniform Standard Specifications and Details for Public Works Construction. If applicable to this Contract, Federal Provisions prevail.

14.1.5 On the Drawings, given dimensions will take precedence over scaled measurements and large-scale drawings over small-scale drawings.

14.1.6 Clarifications and interpretations of the Contract Documents will be issued by the Design Professional through the Town.

14.1.7 The headings used in this Agreement or any other Contract Documents, are for ease of reference only and must not in any way be construed to limit or alter the meaning of any provision.

14.1.8 The Contract Documents form the entire agreement between Town and CMAR. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

14.1.9 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party in the form of a Change Order.

14.1.10 Re-Use of Documents. Neither CMAR nor any Subcontractor, manufacturer, fabricator, supplier or distributor will have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Design Professional; and they must not re-use any of them on extensions of the Project or any other project without written consent of Town and the Design Professional and specific written verification or adaptation by the Design Professional.

14.2 REFERENCE STANDARDS

14.2.1 Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, will mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

14.2.2 The provisions of any such standard, specification, manual or code, or any instruction of a Supplier will not change the duties Subcontractors responsibilities of Town, CMAR, Design Professional or Project Manager, or any of their Subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor will any such provision or instruction assign to Town, CMAR, Design Professional, or any of their agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

14.3 COMPLIANCE WITH ARIZONA LAW AND FEDERAL LAW

14.3.1 Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the CMAR hereby warrants to the Town that the CMAR and each of its subcontractors ("Subcontractors") must comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A).

14.3.2 A breach of the CMAR Immigration Warranty constitutes a material breach of this Contract and subject to penalties up to and including termination of this Contract.

14.3.3 The Town retains the legal right to inspect the papers of any CMAR or Subcontractor employee who works on this Contract to ensure that the CMAR or Subcontractor is complying with the CMAR Immigration Warranty. The CMAR agrees to assist the Subcontractor in the conduct of any such inspections.

14.3.4 The Town may, at its sole discretion, conduct random verifications of the employment records of the CMAR and any Subcontractors to ensure compliance with CMAR's Immigration Warranty. The CMAR agrees to assist the Town in performing any such random verifications.

14.3.5 The provisions of this Article must be included in any contract the CMAR enters into with any and all of its Subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a CMAR or Subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

14.4 HAZARDOUS ENVIRONMENTAL CONDITIONS

14.4.1 CMAR will not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Document to be within the scope of the Work. CMAR will be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CMAR, Subcontractors, Suppliers, or anyone else for whom CMAR is responsible.

14.4.2 If CMAR encounters a Hazardous Environmental Condition or if CMAR or anyone for whom CMAR is responsible creates a Hazardous Environmental Condition. CMAR must immediately:

a. Secure or otherwise isolate such condition;

b. Stop all Work in connection with such condition and in any area affected thereby; and

c. Notify Town and promptly thereafter confirm such notice in writing.

14.4.3 Town will promptly retain a qualified expert to evaluate such condition or take corrective action, if any.

14.4.4 CMAR will be responsible for all civil or criminal penalties, fines, damages, or other charges imposed by any regulatory agency or court for sewage discharges that are in violation of applicable statutes and laws and that are a result, direct or indirect, of work performed under this Contract. CMAR will also be responsible for reimbursement to Town for administration, reporting, and tracking expenses required because of any spill event. In the event the regulatory agency or court imposes a probationary period, CMAR must post bond for the probationary period to ensure that all such costs are reimbursed to Town. This responsibility will apply whether penalties are imposed directly on CMAR or any of its Subcontractors, or the Town of Prescott Valley. C must defend and indemnify Town against such penalties. Regulatory agencies may include, but are not limited to, the Arizona Department of Environmental Quality (ADEQ) and the United States Environmental Protection Agency (USEPA).

14.5 COOPERATION AND FURTHER DOCUMENTATION

CMAR agrees to provide the Town such other duly executed documents as may be reasonably requested by Town to implement the intent of the Contract Documents.

14.6 ASSIGNMENT

Neither CMAR nor Town will, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.7 SUCCESSORS

CMAR and Town intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

14.8 LAWFUL PRESENCE

Pursuant to A.R.S. §§ 1-501 and 1-502, Town is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a Town-provided affidavit affirming the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

14.9 NO BOYCOTT OF ISRAEL CERTIFICATION

By CMAR's signature on this Contract, CMAR certifies under A.R.S. § 35-393.01 that CMAR is not currently engaged in and for the duration of this Contract will not engage in a boycott of Israel.

14.10 NO THIRD PARTY BENEFICIARY

Nothing under the Contract Documents will be construed to give any rights or benefits in the Contract Documents to anyone other than Town and CMAR, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of Town and CMAR and not for the benefit of any other party, unless otherwise expressly set forth in the Contract Documents.

14.11 GOVERNING LAW AND VENUE

The Agreement and all Contract Documents will be deemed to be made under and will be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any court action to enforce any provision of the Contract or to obtain any remedy with respect hereto must be brought in the Superior Court, Maricopa County, Arizona, and for this purpose, each party hereby expressly and irrevocably consents to the jurisdiction and venue of such Court.

14.12 SEVERABILITY

If any provision of the Contract Documents or the application thereof to any person or circumstance will be invalid, illegal or unenforceable to any extent, the remainder of the affected provision, the remainder of the Contract Documents, and the application thereof will not be affected and will be enforceable to the fullest extent permitted by law.

14.13 LEGAL REQUIREMENTS

At all times relevant to its entry into this Contract and performance of the Services and the Work, CMAR must fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project, and the Contract, including, without limitation, those set forth on Exhibit C of the Contract.

14.14 PARTIAL INVALIDITY

If any provision of the Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

14.15 ATTORNEYS' FEES

Should either party to the Contract bring an action to enforce any provision of the Contract, the prevailing party will be entitled to recover reasonable attorneys' fees and costs in connection therewith.

14.16 CONFLICT OF INTEREST

14.16.1 CMAR agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of the Contract. Further, CMAR agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if CMAR gains such interest during the course of this Contract. If CMAR gains financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract. Any decision to terminate the Contract must be at the sole discretion of Town.

14.16.2 CMAR will not engage the services on this Contract of any present Town employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or Contract Modifications for this Contract.

14.16.3 CMAR agrees that it will not perform services on this Project for a CMAR, Subcontractor, or any supplier, not covered under this Contract.

14.17 INDEPENDENT CMAR

CMAR is and must be an independent CMAR. Any provisions in the Contract Documents that may appear to give Town the right to direct CMAR as to the details of accomplishing the Work or to exercise a measure of control over the Work means that CMAR must follow the wishes of Town as the results of the Work only. These results must comply with all applicable laws and ordinances.

14.18 NOTICE OF INJURY

Should Town or CMAR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim must be made in writing to the other party within 7 Days of the first observance of such injury or damage.

14.19 CONFIDENTIALITY

CMAR, for the benefit of Town, hereby agrees it will not release or cause or permit to be released to the public any press notices, publicity (oral or written) or advertising promotion relating to, any statement regarding, or any other public announcement or disclosure or cause or permit to be publicly announced or disclosed, in any manner whatsoever, the specific terms and conditions of this Agreement or any comment relating to the Project or the Site.

Notwithstanding the foregoing, CMAR will be entitled to disclose the terms of the Agreement to the extent required by law or in the course of enforcing or defending a claim or action hereunder. CMAR must give Town reasonably prompt notice of any disclosure or statement made pursuant to this provision.

14.20 DATA CONFIDENTIALITY

14.20.1 As used in the Contract, "data" means all information, whether written or verbal, including plans, specifications, renderings, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Town in the performance of this Contract.

14.20.2 CMAR agrees that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to Town in connection with the CMAR's performance of this Contract is confidential and proprietary information belonging to Town.

14.20.3 Except as specifically provided in this Contract, CMAR or its Subcontractors must not divulge data to any third party without prior written consent of Town. CMAR or its Subcontractors must not use data for any purposes except to perform Work required under this Contract. These prohibitions will not apply to the following data provided CMAR has first given the required notice to Town:

a. Data which was known to CMAR or its Subcontractors prior to its performance under this Contract unless such data was acquired in connection with Work performed for Town;

b. Data which was acquired by CMAR or its Subcontractors in its performance under this Contract and which was disclosed to CMAR or its Subcontractors by a third party, who to the best of CMAR's or its Subcontractor's knowledge and belief, had the legal right to make such disclosure and CMAR or its Subcontractors are not otherwise required to hold such data in confidence; or

c. Data which is required to be disclosed by virtue of law, regulation, or court order, to which the CMAR or its Subcontractors are subject.

14.20.4 In the event the CMAR or its Subcontractors are required or Subcontractors to disclose data to a third party, or any other information to which the CMAR or its Subcontractors became privy as a result of any other contract with Town, the CMAR must first notify Town as set forth in this Section of the request or demand for the data. The CMAR or its Subcontractors must give Town sufficient facts so that Town can be given an opportunity to first give its consent or take such action that Town may deem appropriate to protect such data or other information from disclosure.

14.20.5 Unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by Town, the CMAR must promptly deliver, as set forth in this Section, a copy of all data to Town. All data will continue to be subject to the confidentiality agreements of this Contract.

14.20.6 CMAR or its Subcontractors assume all liability for maintaining the confidentiality of the data in its possession and agree to compensate Town if any of the provisions of this Section are violated by CMAR, its employees, agents, or Subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justified injunctive relief in court. CMAR agrees that the requirements of this Section will be incorporated into all subcontracts entered into by CMAR. A violation of this Section may result in immediate termination of this Contract without notice.

14.21 SURVIVAL

All warranties, representations and indemnifications by CMAR must survive the completion or termination of this Agreement.

14.22 COVENANTS AGAINST CONTINGENT FEES

CMAR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of Town Council, or any employee of Town has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, Town will have the right to annul the Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

14.23 NO WAIVER

The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor will it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.24 NONEXCLUSIVE REMEDIES

The remedies set forth in this Contract are cumulative and not exclusive, and failure to exercise any remedy (including, without limitation, any right to terminate) will not preclude any party from exercising any other right in seeking any other remedy available to it at law or in equity.

14.25 PROJECT COMMUNICATIONS

14.25.1 All communications concerning the performance of the Work or the Project will be provided to the designated Project Manager and CMAR's Representative set forth in Article 1 of the Contract. Town may change the designated Project Manager and, subject to Section 4.4.20 of these General Conditions, CMAR may change CMAR Representative, by written notice to the other.

14.25.2 Project communications may be exchanged by e-mail, but email communications cannot change the terms of the Contract or the Scope of Work or effectuate any change that requires a written Change Order.

14.25.3 When any provisions of the Contract Documents requires CMAR or the Design Professional to give written notice to Town, it will be deemed to have been validly given if delivered in person to the person designated in the Contract Documents as Project Manager, or if delivered at or sent by registered or certified mail, postage prepaid, to the Town Engineer addressed as follows:

To Town:	Town of Prescott Valley Public Works Director: Heather Ruder Phone: 928-759-3071 Email: hruder@prescottvalley-az.gov
With a Copy to:	
With a Copy to:	
To CMAR:	CORE Construction, Inc. President: Todd Steffen, and/or designee Phone: 602-494-0800 Email: toddsteffen@coreconstruction.com

14.25.4 When any provisions of the Contract Documents requires Town, Project Manager, or the Design Professional to give written notice to CMAR, it will be deemed to have been validly given if delivered in person to the person designated in the Contract Documents as CMAR's Resident Superintendent, or if delivered at or sent by registered or certified mail, postage prepaid, to CMAR at the last address in the Contract Documents or such substitute address which CMAR designates in writing, or to the business address known to the giver of notice.

14.26 DRUG FREE WORKPLACE PROGRAM

14.26.1 Town has adopted a policy establishing a drug free workplace for itself and as a requirement for CMARs doing business with Town, to ensure the safety and health of employees working on Town projects.

14.26.2 CMAR must require a drug free workplace for all employees working under the Contract. Specifically, all employees of CMAR who are working under a Contract with Town must be notified, in writing, by CMAR that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace.

14.27 Failure to require a drug free workplace in accordance with the Town's policy may result in termination of the Contract and possible debarment form bidding on future Town projects.

SECTION 15 - PROVISIONS APPLICABLE SOLELY TO GMP AND COST-BASED CONTRACTS, CHANGE ORDERS, AND JOB ORDERS

15.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 apply to GMP and Cost-Based Contracts, Change Orders, and Job Orders, together with the additional definitions set forth below.

Baseline Cost Model –
A breakdown and estimate of the scope of the Project developed by CMAR pursuant to Section 17.5 of these General Conditions.

CMAR or Construction Manager at Risk –
The person or firm selected by Town to provide pre-construction and/or construction services as detailed in a Construction Manager at Risk Contract with Town. In these General Conditions, the term "CMAR" includes CMAR under both Pre-Construction and Construction Services Contracts.

CMAR Fee or CMAR's Fee –
An agreed to percentage in an accepted GMP that represents the CMAR's fee for performance of the Work.

Contract Documents –
Where compensation under the Contract is based upon a GMP accepted by Town, the term "Contract Documents" also includes the accepted GMP Proposal.

Contract Price –
Where compensation under the Contract based upon a GMP accepted by Town, the term "Contract Price" refers to the GMP.

Cost-Based Contract, Change Order, or Job Order –
A Contract, Change Order, or Job Order where the Contract Price is based upon the actual cost of performing the Work, subject to the terms of the Contract Documents, including this Section 15. These would include those generally referred to as "Cost of the Work plus a Fee with a GMP," "Time and Materials," or "Cost Plus a Fee."

Cost of the Work –
The direct costs necessarily incurred by CMAR in the proper, timely, and complete performance on the Work. The Cost of the Work will include only those costs set forth in Section 15.2 of these General Conditions.

Deliverables –
The work products prepared by CMAR in performing the scope of work described in the Contract. Some of the major deliverables to be prepared and provided by CMAR during pre-construction may include but are not limited to: the Baseline Cost Model and Schedule that validate Town's plan and budget, Construction Management Plan, Detailed Project Schedule, Schedule of Values, alternative system evaluations, procurement strategies and plans, Detailed Cost Estimates, construction market surveys, cash flow projections, GMP Proposals, Subcontractor procurement plan, Subcontractor agreements, Subcontractor bid packages, Supplier agreements, Constructability Review, Cost Control Log, Traffic control and phasing plans and others as indicated in this Contract or required by the Project Team.

Pre-Construction Services Contract –
The Contract entered into between Town and the CMAR for Pre-Construction Services to be provided by the CMAR, including, without limitation, the generation of a GMP Proposal. If the GMP Proposal is accepted by Town and a Construction Contract is entered into between Town and CMAR, the duties, obligations and warranties of the CMAR under the Pre-Construction Services Contract survive and are incorporated into the resulting Construction Contract.

Pre-Construction Services –
The services to be provided under the Pre-Construction Services Contract, including Section 17 of these General Conditions.

Detailed Project Schedule –
The Detailed Project Schedule developed by the CMAR for the review and approval of the Project Manager in accordance with Section 17.3 of these General Conditions, if applicable.

General Conditions Costs –
Those costs set forth in Section 4 of Appendix 9 to these General Conditions.

GMP Plans and Specifications –
The plan and specifications upon which the Guaranteed Maximum Price Proposal is based.

GMP Proposal –
The proposal of CMAR submitted pursuant to Section 17.7 of these General Conditions for the entire Work and/or portion (phases) of the Work.

Guaranteed Maximum Price or GMP –
The Guaranteed Maximum Price set forth in the Contract, Change Order, or Job Order if applicable.

15.2 CONTRACT PRICE

15.2.1 The Contract Price for all Contracts, Change Orders, and Job Orders based upon payment of the Cost of the Work plus a Fee with a GMP, time and materials, or cost-plus a fee will be the Cost of the Work incurred plus the Fee agreed to in writing by Town, limited to the amount of the GMP, if agreed to. Unless otherwise expressly provided in the Contract, Change Order, or Job Order, all Cost Based pricing will be subject to and limited to GMP.

15.2.2 The Contract Price may only be changed as set forth in Section 9 above.

15.2.3 Only costs specifically designated as reimbursable costs are eligible for payment by Town or may be charged against the Contract Price. All other costs will not be paid by Town and will not be chargeable against the Contract Price.

15.2.4 Cost-Based Contracts. For Contracts, Change Orders, or Job Orders, reimbursable costs must be determined pursuant to Appendix 9 to these General Conditions, Cost of the Work, and not by MAG Specifications §109.5.

15.3 ALLOWANCES

15.3.1 CMAR must include in the Contract Price all Allowances stated in the Contract Documents and agreed to in writing by Town. Items covered by these Allowances must be supplied for such amounts and by such persons as Town may direct, provided CMAR will not be required to employ persons against whom CMAR makes a reasonable objection. Materials, labor, and equipment under an Allowance will be selected by Town in accordance with a schedule to be mutually agreed upon by Town, Design Professional and CMAR or otherwise in reasonably sufficient time to avoid delay in the Work.

15.3.2 Unless otherwise provided in the Contract Documents:

15.3.2.1 These Allowances must cover the cost to CMAR, less any applicable trade discount, of the materials, labor, and equipment required by the Allowances, delivered at the Site, and all applicable taxes;

15.3.2.2 CMAR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit and other expenses relating to materials, labor, and equipment required by the Allowance must be included in the Contract Sum and not in the Allowance; and

15.3.2.3 Whenever the cost is more or less than the Allowance, the Contract Sum must be adjusted accordingly by Change Order, the amount of which will recognize the difference between actual costs for an Allowance item and the amount of the Allowance item and changes, if any, in handling costs on the Site, labor, installation costs, overhead, profit and other expenses.

15.4 CONTINGENCY

An agreed to amount in the GMP that may only be used in accordance with the terms set forth in these General Conditions and with prior written approval by the Town.

15.4.1 Construction Contingency. This GMP includes a dollar amount listed as a Construction Contingency which will be readily available for increased costs for Subcontractors, material, and equipment subject to prior approval of Town, which approval will not be withheld unreasonably. The Construction Contingency may also be used, at the discretion of Town, to reimburse CMAR for unexpected costs due to (a) scope gaps between trade Subcontractors; (b) contract default by trade Subcontractors; (c) unforeseen field conditions, but only as defined in Section 9.5 above; (d) work completed to meet the intent of the design, but which was not indicated on the plans; (e) costs overruns not covered by allowances; (f) costs of corrective work not provided for elsewhere; and (g) implementation of any Recovery Plan. Cost for which CMAR desires to be paid from the Construction Contingency must be documented by CMAR on a time and materials basis and are subject to verification by Town. If agreed to by Town, a "Use of Contingency" form will be executed by both parties authorizing the actual cost of the work to be paid and included in the Work Item Direct Costs. The Construction Contingency is not allocated to any particular item of the Project but may be used for any portion of the work as determined above. Any amount not used in the Construction Contingency will belong to Town and will reduce the GMP.

15.4.2 Owner's Contingency. This GMP also includes a dollar amount listed as an Owner's Contingency which may be used only by the Town (owner department) for upgrades and changes in scope or other changes not already included within the intent of the Project Program. Town will provide CMAR with a Work Change Directive authorizing CMAR to perform the additional work and to transfer funds from the Owner's Contingency to the Work Item Direct Costs category to be paid with such direct costs. These additional costs will be in an amount mutually agreed upon by CMAR and Town or will be documented by CMAR on a time and materials basis and are subject to verification by Town. Any amount not used in the Owner's Contingency will belong to the Town and will reduce the GMP.

15.5 REDUCTION IN RETENTION

If the Contract Price is based upon a GMP, in order to receive payment of one-half of the retention as set forth in Section 8.1.5 above, CMAR must also submit to the Project Manager a complete accounting of the Actual Reimbursable Cost of the Work to date, including all such

documentation (including, without limitation, invoices, subcontract, Subcontractor change orders, purchase orders, records of payment, etc.) as Town may require, to establish whether the payments made to CMAR equal, exceed, or are less than the actual reimbursable Cost of the Work to date. Any excess payments by Town, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to CMAR, and any additional excess amounts paid to CMAR will be refunded by CMAR to Town. The Project Manager's determinations as to Actual Reimbursable Cost of the Work will be the basis of payment until final Project Closeout and Final Payment under the Contract.

15.6 FINAL PAYMENT

If the Contract Price is based upon a GMP, as a further condition precedent to Final Payment by Town, CMAR must submit to the Project Manager a complete final accounting of the Actual Reimbursable Cost of the Work, including all such documentation (including, without limitation, invoices, subcontracts, Subcontractor change orders, purchase orders, records of payment, etc.) as Town may require, to establish whether the payments made to CMAR equal, exceed, or are less than the Actual Reimbursable Cost of the Work to date. Any excess payments by Town, as determined by the Project Manager, will be deducted from the one-half retention payment to be made to CMAR, and any additional excess amounts paid to CMAR will be refunded by CMAR to Town. Disputes relating to the Final Cost of the Work will be subject to Town's audit rights under Sections 8.8 above and 15.7 below, and the dispute resolution process under Section 13 above.

15.7 OPEN BOOK

On any GMP-based or Cost-Based Contract, Job Order, or Change Order, Town may attend any and all meetings or discussions pertaining to the Project, including bid openings, and must have access to all books, invoices, accounts, memoranda, correspondence, and written communications or records of any kind pertaining to the Project, including without limitation, those stored in electronic format.

15.8 DIFFERING SITE CONDITIONS AND/OR CHANGE IN LAWS

A Change Order for increased costs under Section 9.5 or 9.6 above will only be considered or granted by Town to the extent such actual, documented costs are justified.

SECTION 16 - PROVISIONS APPLICABLE SOLELY TO JOB ORDER CONTRACTS (JOC)

NOT USED

SECTION 17 - PROVISIONS APPLICABLE SOLELY TO PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION MANAGER AT RISK

17.1 ADDITIONAL DEFINITIONS

The definitions set forth in Section 2 and 15.1 above will apply to all Pre-Construction Services

17.2 GENERAL

17.2.1 CMAR must perform the Services required by, and in accordance with the Contract Documents and as outlined in Exhibit A of the Contract to the satisfaction of the Project Manager, exercising the degree of care, skill, diligence and judgment a professional construction manager experienced in the performance of such services for construction and/or facilities of similar scope, function, size, quality, complexity and detail to the Project in urban areas throughout the United States, would exercise at such time, under similar conditions. CMAR must, at all times, perform the required services consistent with sound and generally accepted engineering principles and construction management and construction contracting practices.

17.2.2 As a participating member of the Project Team, CMAR must provide to Town and Design Professional a written evaluation of Town's Project Program and budget, each in terms of the other, with recommendations as to the appropriateness of each. CMAR must prepare a Baseline Cost Model that validates Town's budget. The Baseline Cost Model must include all assumptions and basis of estimates in enough detail so that the Project Team can compare

future detail estimates to the Baseline Cost model for variances. Town and Design Professional will provide all the reasonably required data that is available in order to reach agreement between the team members that the Baseline Cost Model is an accurate projection of the costs of the Project.

17.2.3 CMAR must attend Project Team meetings, which may include, but are not limited to, bi-weekly Project management meetings, Project workshops, special Project meetings, construction document rolling reviews, public meetings and partnering sessions. CMAR attendance at design or other meetings in which CMAR is provided the opportunity but does not actively participate and/or is not properly prepared is not acceptable. Repeated instances of non-participation and/or lack of preparedness will be grounds for termination of CMAR Contract for default.

17.2.4 CMAR must provide Pre-Construction Services, described herein, in a timely manner and consistent with the intent of the most current Drawings and Specifications. CMAR must promptly notify Town in writing whenever CMAR determines any Drawings or Specifications are inappropriate for the Project and/or cause changes in the scope of Work that deviates more than the allowed contingencies within the Baseline Cost Model or requires an adjustment in the Baseline Cost Model, Detailed Cost Estimate, Detailed Project Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such as established.

17.2.5 CMAR when requested by Town, must attend, make presentations and participate as may be appropriate in public agency and or community meetings, relevant to the Project. CMAR must provide drawings, schedule diagrams, budget charges and other materials describing the Project when their use is required or appropriate in any such public agency meetings.

17.2.6 Ownership of Work Product. All Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" will include all designs, drawings, plans, specifications, ideas, renderings and other information or material, in whatever form created (e.g., electronic or printed) and in all media now know or hereinafter created. All Work Product will be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. §101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, CMAR hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

17.2.7 CMAR represents to Town in completing Pre-Construction Services and providing the reports and analysis required thereunder, that Work can be properly and timely constructed within the GMP Proposal, if accepted. CMAR does not assume any design responsibilities unless specifically called for in the scope of work, but CMAR will be responsible for their errors, omissions or inconsistencies included in the Work.

17.3 DETAILED PROJECT SCHEDULE

17.3.1 The fundamental purpose of the Detailed Project Schedule is to identify, coordinate and record the tasks and activities to be performed by all of the Project Team members and then for the Project Team to utilize that Deliverable as a basis for managing and monitoring all member's compliance with the schedule requirements of the Project. Each Project Team member is responsible for its compliance with the Detailed Project Schedule requirements. CMAR must, however, develop and maintain the Detailed Project Schedule on behalf of and to be used by the Project Team based on input from the other Project Team members. The Baseline Project Schedule must be developed as part of the Baseline Cost Model. The Detailed Project Schedule must use the Critical Path method ("CPM") technique, unless required otherwise, in writing by Town. CMAR must use scheduling software acceptable to Town to develop the Detailed Project Schedule. The Detailed Project Schedule must be presented in graphical and tabular reports as agreed upon by the Project Team. If Project phasing as described below is required, the Detailed Project Schedule must indicate milestone dates for the phases once determined. As part of construction phase, Town may require CMAR to prepare a "cost or resource loaded" schedule for all work, including work performed by Subcontractors, detailing

each of the project tasks and the required/anticipated number of personnel per day for each task. CMAR must also indicate on the schedule its ability to meet said required/anticipated personnel requirements.

17.3.2 CMAR must include and integrate in the Detailed Project Schedule the services and activities required of Town, Design Professional and CMAR including all construction phase activities based on the input received from Town and the Design Professional. The Detailed Project Schedule must define activities as determined by Town to the extent required to show: (a) the coordination between preliminary design and various pre-construction documents, (b) any separate long-lead procurements, (c) any permitting issues, (d) any land, right-of-way, or easement acquisition, (e) bid packaging strategy and awards to Subcontractors and Suppliers, (f) major stages of construction, (g) start-up and commissioning, and (h) occupancy of the completed Work by Town. The Detailed Project Schedule must include by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project Team, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement (if any), milestone dates for various construction phases, Total Float for all activities to the extent authorized by Town, relationships between the activities, Town's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Final Acceptance.

17.3.3 A Baseline Project Schedule must be initiated with the project Baseline Cost Model and agreed to by the project team at the same time. CMAR must update and maintain a detailed Project Schedule throughout pre-construction such that it will not require major changes at the start of the construction phase to incorporate CMAR's plan for the performance of the construction phase Work. CMAR must provide updates and/or revisions to the Detailed Project Schedule for use by the Project Team, whenever required, but no less often than at the Project Team meetings. CMAR must include with such submittals a narrative describing its analysis of the progress achieved to-date vs. the Baseline Project Schedule, including any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

17.3.4 If phased construction is deemed appropriate at the time of developing the Baseline Cost Model or during the development of the Detailed Project Schedule, and Town approves, CMAR must review the design and make recommendations regarding the phased issuance of Construction Documents to facilitate phased construction of the Work, with the objective of reducing the Project Schedule and/or Cost of the Work. CMAR must take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost.

17.3.5 Long Lead Time Items. As part of developing the Detailed Project Schedule, CMAR must identify all long lead time materials, fabrications, equipment, or other items which may impact the Project Schedule and may require early action on the part of the Project Team. Dates for selecting and ordering long lead time items will be included and highlighted in the Detailed Project Schedule.

17.3.6 Equipment Plan. CMAR must develop an Equipment Plan that addresses all rental and owned equipment, regardless of whether such equipment will be provided by CMAR or Subcontractor(s), that will be necessary to construct the Project and the cost of which will be included as a Cost of the Work in the GMP Proposal. The Equipment Plan will seek to minimize the cost of the equipment to Town and maximize the efficient and coordinated use of the equipment for completion of the Project. The Equipment Plan will not only include the costs and allowable lease rates for the equipment, but will also include an equipment schedule that will be incorporated into the Detailed Project Schedule and the Schedule of Values submitted with the GMP Proposal.

17.4 DESIGN DOCUMENT REVIEWS

17.4.1 CMAR must evaluate periodically the availability of labor, materials/equipment, cost- sensitive

aspects of the design; and other factors that may create an unacceptable variance to the Baseline Cost Model and/or Baseline Project Schedule.

17.4.2 CMAR must recommend, in conjunction with the Project Team, those additional surface and subsurface investigations that, in its professional opinion, are required to provide the necessary information for CMAR to construct the Project. These additional investigations, if agreed to be necessary by the Project Manager and the Design Professional, will be acquired by Town and copies of thereports will be provided to CMAR.

17.4.3 CMAR must meet with the Project Team as required to review designs during their development. CMAR must familiarize itself with the evolving documents through pre-construction. CMAR must proactively advise the Project Team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and labor and material availability. CMAR must furthermore advise the Project Team on proposed site improvements, excavation and foundation considerations, as well as concerns that exist with respect to coordination of the Drawings and Specifications. CMAR must use established value analysis principles in recommending cost effective alternatives.

17.4.4 CMAR must routinely conduct constructability and bid-ability reviews of the Drawings and Specifications as necessary to satisfy the needs of the Project Team. The reviews must attempt to identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, completeness and coordination of Work of Subcontractors and Suppliers.

17.4.4.1 CMAR must evaluate whether: (a) the Drawings and Specifications are configured to enable efficient construction; (b) design elements are standardized; (c) construction efficiency is properly considered in the Drawings and Specifications; (d) module/preassembly design is prepared to facilitate fabrication, transport and installation; (e) sequences of Work required by or inferable from the Drawings and Specifications are practicable; (f) the design has taken into consideration efficiency issues concerning access and entrance to the site, laydown and storage of materials, staging of site facilities, construction parking, and other similar pertinent issues; and (g) the design maintains continued operation of the existing Town systems and maintains traffic on adjacent roadways. CMAR must also review the Drawings and Specifications to ensure that what is depicted therein can be constructed as designed and must promptly inform the Project Team of any issues.

17.4.4.2 CMAR must check cross-reference and complementary Drawings and sections within the Specifications and in general evaluate whether: (a) the Drawings and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies; (b) named materials and equipment are commercially available and are performing well, or otherwise, in similar installations; (c) Specifications include alternatives in the event a requirement cannot be met in the field; and (d) in its professional opinion, the Project is likely to be subject to Differing Site Conditions.

17.4.4.3 The results of the reviews must be provided to Project Team in formal, written reports clearly identifying all reviewed documents and the discovered discrepancies and inconsistencies in the Drawings and Specifications with notations and recommendations made on the Drawings, Specifications and other documents. CMAR must meet with Project Team to discuss any findings and review reports.

17.4.4.4 CMAR's reviews must be from a CMAR's perspective, and though it will serve to eliminate/reduce the number of RFIs) and changes during the construction phase, responsibility for the Drawings and Specifications will remain with the Design Professional and not CMAR.

17.4.5 It is CMAR's responsibility to assist the Design Professional in ascertaining that, in CMAR's professional opinion, the Construction Documents are in accordance with applicable Laws, Regulations, or Legal Requirements, building codes, sound engineering principle's rules and regulations. If CMAR recognizes that portions of the Construction Documents are at variance

with applicable laws, statutes, ordinances, building codes, sound engineering principle's rules and regulations, it must promptly notify the Project Team in writing, describing the apparent variance of deficiency. However, the Design Professional is ultimately responsible for the compliance of the Drawings and Specifications with those laws, statutes, ordinances, building codes, rules and regulations.

17.4.6 The Project Team will routinely identify and evaluate using value analysis principles and alternate systems, approaches, design changes that have the potential to reduce Project costs while still delivering a high quality and fully functional Project consistent with the Project Program. If the Project Team agrees, CMAR in cooperation with the Design Professional, will perform a cost/benefit analysis of the alternatives and submit such in writing to the Project Team. Town, through the Project Manager, will direct which alternatives will be incorporated into the Project. The Design Professional will have full design responsibility for the review and incorporation of CMAR suggested alternatives into the Drawings and Specifications. CMAR must analyze the costs and schedule impacts of the alternatives against the Baseline Cost Model and Schedule and provide a recommendation for the Project Team's consideration and Town's approval prior to the establishment of the GMP.

17.5 BASELINE COSTS MODEL, DETAILED COST ESTIMATES, AND SCHEDULE OF VALUES

17.5.1 At the conclusion of the Master Planning and Programming, if required, CMAR will review all available information regarding the design and scope of the Project using CMAR's experience in performing similar work, knowledge of similar projects and current and projected construction costs and, based upon that review, must develop a Baseline Cost Model for review by the Project Team and approval by Town. Once approved by Town, the Baseline Cost Model will be continually referenced as detailed estimates are created as the design progresses throughout Pre-Construction until the final GMP for the entire Project is established. A final GMP for the entire Project must be established and approved by Town prior to the start of construction. It is the responsibility of CMAR to ensure Town has sufficient information to evaluate and approve a final GMP prior to the time necessary to start construction so construction can be completed within the Contract Time. The Project Detailed Cost Estimate will be the best representation from CMAR of what the complete functional Project's construction costs will be as indicated by the most current available documents and will be constantly checked against the Baseline Cost Model. CMAR must communicate to the Project Team and assumptions made in preparing the Baseline Cost Model. The Baseline Cost Model must support CMAR's Detailed Cost Estimates and may be broken down initially as dictated by the available information, as required by Town.

17.5.2 After receipt of the Design Professional's most current documents from certain specified pre-construction milestones, CMAR must provide a draft Detailed Cost Estimate including a detailed written report detailing any variances to the Baseline Cost Model and Baseline Project Schedule. The Design Professional and CMAR will reconcile any disagreements on the estimate to arrive at an agreed upon Detailed Cost Estimate for the construction costs based on the scope of the Project through that specified pre-construction milestone. Pre-Construction milestones applicable to this paragraph are: Master Planning and Programming, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Drawings, If no consensus is reached, Town will make the final determination. If the Project Team requires additional updates of the Detailed Cost Estimate beyond that specified in this paragraph, CMAR must provide the requested information in a timely manner.

17.5.3 If at any point the Detailed Cost Estimate submitted to Town exceeds the previously accepted Baseline Cost Model or previously approved Detailed Cost Estimate agreed to as set forth in Section 17.5.2 above, CMAR must make appropriate recommendations to project Team on means/methods, materials, and or other design elements that it believes will reduce the estimated construction costs, such that it is equal to or less than the established Project Team's Baseline Cost Model.

17.5.4 Unless other levels of completion are agreed to in writing in the Construction Documents, at 50% Construction Drawings and included with the associated report, CMAR must also submit

to the Project Team for review and approval a Schedule of Values that complies with the following requirements. The Schedule of Values must be based on Town standard bid schedule and highlight significant variances from any previously submitted Schedule of Values. The Schedule of Values must be directly related to the breakdowns reflected in the Detailed Project Schedule and CMAR's Detailed Cost Estimate. In addition, the Schedule of Values must: (a) detail unit prices and quantity take-offs, (b) detail all other contingencies and unit price Work shown and specified in the detailed design documents.

17.5.5 CMAR is to track, estimate/price and address the Project Team's overall project cost issues that arise outside of the Baseline Cost Model and the latest approved Detailed Cost Estimate such as: Town generated changes, Project Team proposed changes, alternate system analysis, constructability items and value engineering analysis. The system used to implement this process will be referred to as the Design Evolution Log. This is to be addressed between the Baseline Cost Model and the Master Planning and Programming Detailed Cost Estimate, and then (unless other levels of completion are agreed to in writing in the Construction Documents) between the Detailed Cost Estimates for each of the pre-construction milestones thereafter, Schematic Design, 50% Design Development, 100% Design Development, and 50% Construction Documents, and the bid packages for all Phases.

17.5.6 Upon request by Town, CMAR must submit to Town a cash flow projection for the Project based on the current updated/revised Detailed Project Schedule and the anticipated level of payments for CMAR during the design and construction phases. In addition, if requested by Town and based on information provided by Town, CMAR must prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist Town in the financing process.

17.5.7 Construction Water. CMAR must estimate the quantity of water to be used and include the cost thereof in each Detailed Cost Estimate and GMP Proposal provided by Town.

17.6 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

17.6.1 There are two ways to select subcontractors and major suppliers prior to submission of a GMP Proposal: (1) qualifications-based selection; or (2) a combination of qualifications and price. Except as noted below, the selection of Subcontractors/Suppliers is the sole responsibility of CMAR. In any case, CMAR is solely responsible for the performance of the selected subcontractors/suppliers, and for compliance with the requirements of Title 34 of the Arizona Revised Statutes in the selection of a subcontractors/suppliers, to the extent applicable. CMAR must comply with its subcontractor Selection Plan submitted with its Statement of Qualifications.

17.6.2 Town may approve the selection of a subcontractor(s) or suppliers(s) based only on their qualifications when CMAR can demonstrate it is in the best interest of the Project. All Work that is performed, after such a qualifications-based selection, for a price that is negotiated by CMAR will be billed in accordance with the GMP for actual costs and may be subject to audit by Town.

17.6.2.1 Qualifications based selection of a subcontractor(s)/supplier(s) should only occur prior to the submittal of the GMP Proposal.

17.6.2.2 If a subcontractor/supplier selection plan was submitted and agreed to by Town, CMAR must apply the plan in the evaluation of the qualifications of a subcontractor(s) or supplier(s) and provide Town with its review and recommendations.

17.6.2.3 CMAR must receive written Town approval for each selected subcontractor(s) and supplier(s).

17.6.2.4 CMAR must negotiate costs for services/supplies from each subcontractor/supplier selected under this method.

17.6.3 All Work must be competitively bid unless a subcontractor or supplier was selected pursuant to Section 17.6.2 above.

17.6.3.1 CMAR must develop subcontractor and supplier interest, submit the names of a minimum of three qualified subcontractors or suppliers for each trade in the Project for approval by Town and solicit bids for the various Work categories. If there are not three qualified subcontractors/suppliers available for a specific trade or are extenuating circumstances warranting such, CMAR may request approval by Town to submit less than three names. Without prior written notice to Town, no change in the recommended subcontractors/supplies will be allowed.

17.6.3.2 If Town objects to any nominated subcontractor/supplier or to any self-performed Work for good reason, CMAR must nominate a substitute subcontractor/supplier that is acceptable to Town.

17.6.3.3 CMAR must distribute Drawings and Specifications, and when appropriate, conduct a Pre-Bid Conference with prospective subcontractors and suppliers.

17.6.3.4 If CMAR desires to self-perform certain portions of the Work, it must request to be one of the approved subcontractor bidders for those specific bid packages. CMAR's bid will be evaluated in accordance with the process identified below. If events warrant and Town concurs that it is necessary in order to ensure compliance with the Project Schedule and/or the most recent Detailed Cost Estimate, CMAR may be authorized to self-perform Work without bidding or rebidding the Work. When CMAR self-performs work without bidding, only the actual costs associated with performing the Work in accordance with the approved GMP will be billed and may be subject to audit by Town.

17.6.3.5 CMAR must receive, open, record and evaluate the bids; provided, however, that if CMAR or one of its affiliates is bidding to self-perform the Work that is the subject of the bid, then the bids must be received, opened, recorded and evaluated by Project Manager instead of CMAR. Bids for each category of Work must be opened and recorded at a pre-determined time. The apparent low bidders must be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals CMAR, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of subcontractor/supplier bids must be done with Project Manager in attendance to observe and witness the process. CMAR must resolve any subcontractor/supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of Work.

17.6.4 CMAR will be required to prepare two different reports on the subcontracting process.

17.6.4.1 Within fifteen days after each major subcontractor/supplier bid opening process; CMAR must prepare a report for Town's review and approval identifying the recommended subcontractors/supplier for each category of Work. The report must detail: (a) the name of the recommended subcontractor/supplier and the amount of the subcontractor/supplier bid for each sub-agreement; (b) the sum of all recommended subcontractor/supplier bids received; (c) and trade work and its cost that CMAR intends to self-perform, if any.

17.6.4.2 Upon completion of the subcontractor/supplier bidding process, CMAR must submit a summary report to Town of the entire subcontractor/supplier selection process. The report must indicate, by bid process, all subcontractors/suppliers contacted to determine interest, the subcontractors/suppliers solicited, the bids received and costs negotiated, and the recommended subcontractors/suppliers for each category of Work.

17.6.5 The approved subcontractors/suppliers will provide a Schedule of Values with their bid proposals, which will be used to create the overall Project Schedule of Values.

17.6.6 If after receipt of sub-bids or after award to subcontractors and suppliers, Town objects to any nominated subcontractor/supplier or to any self-performed Work without any reasonable basis, CMAR must nominate a substitute subcontractor or supplier, preferably if such option is still available, from those who submitted subcontractor bids for the Work affected. Once such

substitute subcontractors and suppliers are consented to by Town, CMAR's proposed GMP for the Work or portion thereof must be correspondingly adjusted to reflect any higher or lower costs form any such substitution.

17.7 GMP PROPOSAL

17.7.1 When a GMP Proposal is submitted for a phase of the Work, the GMP will have a Detailed Cost Estimate of the Costs of the Work (as set forth in Section 15.2) in each phase of the Work that is being proposed plus the current estimate for all other Work. Town will not approve the GMP for the phase of work without a total estimate for the complete Project. Town may request a GMP Proposal for all or any portion of the Project and at any time during pre-construction. Any GMP Proposals submitted by CMAR must be based on and consistent with Baseline Cost Model and the current update/revised Detailed Cost Estimate at the time of the request and include any clarifications or assumptions upon which the GMP Proposal(s) are based.

17.7.2 A GMP Proposal for the entire Project will be the sum of the Cost of the Work, CMAR Fee, and General Conditions Cost. CMAR guarantees to complete the Project at or less than the final GMP Proposal amount plus approved Change Orders. CMAR will be responsible for any costs for expenses that would cause the Cost of the Work actually incurred, including the Construction Fee and General Conditions Costs, to exceed the GMP.

17.7.3 CMAR must prepare its GMP Proposal in accordance with Town's request for GMP Proposal requirements based on the most current completed Drawings and Specifications at that time, which unless otherwise directed by Town in writing, will be at 100% Construction Drawings. CMAR must mark the face of each document of each set upon which its GMP Proposal is based. These documents must be identified as the GMP Plans and Specifications. CMAR must send one set of those documents to the Project Manager, keep one set and return the third set to the Design Professional.

17.7.4 An updated/revised Detailed Project Schedule, Equipment Plan, and Schedule of Values must be included in any GMP Proposal(s), all of which must reflect the GMP Plans and Specifications the Detailed Project Schedule must be shown in relationship to the Project Schedule and identify any variance to the Baseline Project Schedule. Any such Detailed Project Schedule updates/revisions must continue to comply with the requirements of Section 17.3.1 through 17.3.5.

17.7.5 GMP Proposals(s) Review and Approval

17.7.5.1 CMAR must meet with the Project Team to review the GMP Proposal(s) and the written statement of its basis. In the event the Project Team discovers inconsistencies or inaccuracies in the information presented, CMAR must make adjustments as necessary to the GMP Proposal.

17.7.5.2 If during the review and negotiation of GMP Proposals design changes are required, Town may authorize and cause the Design Professional to revise the GMP Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised GMP Plans and Specification will be furnished to CMAR. CMAR must promptly notify the Project Team in writing if any such revised GMP Plans and Specifications are inconsistent with the agreed upon assumptions and clarifications.

17.7.6 All portions of or items comprising the GMP Proposal are subject to audit by Town, as deemed appropriate by Town, including, without limitation, any based upon unit prices or Work to be self-performed by CMAR, or its affiliates.

17.8 PAYMENT PROCEDURE FOR PRE-CONSTRUCTION SERVICES

17.8.1 Requests for monthly payments by CMAR for Pre-Construction Services must be submitted monthly and must be accompanied by a progress report, detailed invoices and receipts, if applicable. Any requests for payment must include, as a minimum, a narrative description of

the tasks accomplished during the billing period, a listing of any Deliverables submitted, and copies of any Subconsultants' requests for payment, plus similar narrative and listings of Deliverables associated with their Work. Payment for services negotiated as a lump sum will be made in accordance with the percentage of work completed during the preceding month.

17.8.2 CMAR agrees that no charges or claims for costs or damages of any type will be made by it for any delays or hindrances beyond the reasonable control of Town during the progress of any portion of Pre-Construction Services specified in this Contract. Such delays or hindrances, if any, will be solely compensated for by an extension of time for such reasonable period and may be mutually agreed between the parties. It is understood and agreed, however, that permitting CMAR to proceed to complete any such Services, in whole or in part after the date to which the time of completion may have been extended, will in no way act as a waiver on the part of Town of any of their respective legal rights herein.

17.8.3 No compensation to CMAR will be allowed contrary to Article I, Chapter I, Title 34 of the Arizona Revised Statutes.

17.8.4 If any service(s) executed by CMAR is abandoned or suspended in whole or in part, for a period of more than 180 days through no fault of CMAR, CMAR is to be paid for the services performed prior to the abandonment or suspension.

17.9 SURVIVAL OF THE DESIGN SERVICES CONTRACT, DUTIES, OBLIGATIONS AND WARRANTIES

If the GMP Proposal is accepted by Town and a Construction Contract is entered into between Town and CMAR, the duties, obligations and warranties of CMAR under the Pre-Construction Services Contract survive and are incorporated into the resulting Construction Contract.

EXHIBIT B

ACCEPTED PRECONSTRUCTION SERVICES FEE PROPOSAL

CORE Construction, Inc.'s Preconstruction Services Fee Proposal dated July 31, 2026, is incorporated into the Contract for purposes of defining the agreed preconstruction staffing, effort, pricing, and related scope assumptions, except as modified by the Contract.

In the event of any conflict or inconsistency between the Proposal and the Contract, including Article 3 or Article 7, the Contract shall control. Incorporation of the Proposal does not modify the Town's rights or CMAR's obligations under the Contract except as expressly stated therein.

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T 602.494.0800

Ryan Brady
Operation Manager
Kitchell CEM
2231 East Camelback Road, Suite 400
Phoenix, Arizona 85016

July 31st, 2026

Re: Preconstruction Services Fee Proposal | Town of Prescott Valley Aquatics and Recreation Facility (Project - PW260329)

Mr. Brady,

The CORE Team is truly appreciative of the opportunity to serve the Town of Prescott Valley. We are honored by the trust you have placed in our team and are fully committed to successfully delivering the Prescott Valley Aquatics and Recreation Facility, which will serve the community for decades to come!

PROJECT DEFINING ELEMENTS

This proposal is based upon the following project defining elements:

1. Pending the November 2026 election, the project is anticipated to include a new approximately 30,000 square foot aquatics and recreation facility located at Mountain Valley Park, 8600 E. Nace Ln., Prescott Valley. The full project scope is anticipated to include an indoor competitive pool with associated recreation and splashpad area, gymnasium, weights and conditioning space, part-time child watch studios, group exercise studios, multi-purpose rooms, and an indoor track.
2. The total project budget of $30,000,000 for the full scope of the Project. If voters do not approve full funding in the November 2026 election, the Project will proceed as an Aquatic Center only, with a committed budget of $16,000,000.
3. The project will be delivered using the CMAR method, with the Town's PM/CM, Kitchell CEM, Inc., coordinating the project and the CMAR participating in preconstruction and construction services. The RFQ and scope documents state that the Town will execute separate agreements for the Architect and CMAR.
4. The project must be planned with sensitivity to existing operations, public expectations, and budget constraints. The pre-submittal minutes note that the existing pool is to remain operational through the final season and that the Town expects creative solutions, constructability focus, and strong team commitment.
5. The project team is expected to work collaboratively through programming, concept development, schematic design, design development, construction documents, and GMP development, with weekly meetings and presentations as directed by the Town and the PM/CM.
6. Public engagement has occurred to a significant extent to date. The Town indicated during the pre-submittal conference that further community input is not expected to be extensive, although a rendering may still be released for public consumption if directed by the Town.

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7. CORE will provide Cost Model estimates at the following anticipated design milestones. Each estimate phase is anticipated to require approximately four (4) weeks for pricing.
   a) Conceptual
   b) Schematic Design (SD)
   c) Design Development (DD)
   d) Construction Documents (CD)

DESIGN PHASE SERVICES UP TO GMP APPROVAL

CORE'S PRECONSTRUCTION PHASE SERVICES SCOPE

CORE scope of services begins with a **Mission** to provide **Leadership** and **Professional Service** towards **Best Value** through a collaborative and transparent process. As the CMAR team, CORE leads the preconstruction effort, facilitating coordination, informing project decisions, and managing key milestones while working closely with the Owner and Design Team to align priorities and develop a reliable, Best Value Guaranteed Maximum Price (GMP), when authorized by the project's funding path.

CORE's approach is structured around the three critical drivers of project success: Cost (C), Quality (Q), and Schedule (S). The CORE process seeks to eliminate industry-consistent issues that impact project success. Industry issues include cost dependability, quality documentation and clarity, and starting and completing construction on time. Most of these challenges are influenced by communication gaps and misaligned expectations. Our process is designed to daylight these issues early, improve team alignment, and allow our team to manage projects with clarity, accountability, and exceptional success.
Below, we have compiled a specific list of services that will facilitate this mission within our unique process.

During pre-design, the project team will define the project objectives and establish a total building area with an understanding of the Town's Big Picture Outcome goals for the project.

1. PROGRAM / CONCEPT DESIGN PHASE

At this phase, the team will focus on establishing a clear understanding of the Town's operational needs, project goals, funding constraints, and site opportunities associated with the aquatics and recreation facility. This effort will include evaluation of the aquatic program, recreation components, site layout, and opportunities for integrating future expansion capability. Early considerations will include facility function, public use, long-term durability, operational flexibility, and overall alignment with the Town's funding strategy. During this phase, CORE will evaluate costs for the Full scope and Aquatics only scope options for this project. CORE understands that the scope of the project (full versus aquatics only) will be determined after the November 2026 election, however, providing these cost models during this phase will allow the project to move forward efficiently with either scenario.

CORE's approach to quality begins long before construction documents are issued; it starts with the Town's vision. Quality is initially benchmarked not through specifications alone, but through a clear understanding

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of what success looks like for the Town. These goals, referred to as Big Picture Outcomes, may include durability, functionality, operational flexibility, user experience, maintainability, and the ability to adapt to future community needs. Defining these outcomes early allows the entire team to align expectations and evaluate decisions through a shared lens.

a. **CORE's role during the Concept Phase:**
CORE will develop a flexible, data-informed cost model aligned with the anticipated scope, scale, and performance requirements of the Prescott Valley Aquatics and Recreation Facility. This model will reflect quantity, quality, intent, Big Picture Outcomes, and unique features of the work, including considerations associated with aquatic systems, recreation components, and future expansion potential. CORE will facilitate early discussions with Town stakeholders to define and document these outcomes, ensuring they guide programming, systems evaluation, and cost alignment throughout the process.

CORE will assist in identifying the Best Value structure, envelope, systems, aquatic equipment, and site development strategies, while establishing preliminary allowances for finishes, equipment, long-lead items, and specialty components. These evaluations will be grounded in cost clarity, operational performance, and alignment with the Town's goals.

b. **Basic Scope of Services required to fulfill this role:**

i. **Cost Benchmarking and Alignment**
CORE will begin by developing a project-specific cost benchmark based on comparable facilities and prior relevant experience. This will help establish an early cost reference point and identify any major differences between the concept scope and similar project types.

ii. **Selective Quantity Take-off & Estimate**
CORE will perform selective quantity take-off where appropriate to support the concept level estimate. At this stage, the focus will be on the major scope elements that can be reasonably identified from the concept documents.

iii. **Scope Narratives and Basis of Estimate**
CORE will develop scope narratives to help define the concept level understanding of the project. These narratives will clarify what is included, what is assumed, and what items may need further study as the design progresses. The Basis of Estimate will align with these narratives and document the key assumptions, inclusions, exclusions, and known design variables influencing the cost model.

iv. **Trade Partner Input**
CORE will engage selected Trade Partners as appropriate to gather early market feedback on unit cost, constructability, and scope understanding. This input will help support the concept level estimate and identify items that may need further refinement.

v. **Options Studies**
CORE will provide limited options analysis where appropriate to help evaluate major project decisions at the concept level. This may include aquatic systems, recreation components, building systems, or site-related options that could affect cost, function, or schedule.

1. **Work Breakdown Structure (WBS)**

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The WBS will summarize the concept level estimate and organize the cost model by major scope category. This structure will help the team understand how costs are distributed and support future estimate updates as the design advances.

2. **Preliminary Project Schedule**
   This will be developed from the concept level scope and will take into consideration the overall design duration, major procurement timelines, and general construction sequencing. At this stage, CORE, the Owner, and Design Team may discuss whether any early work packages or long-lead items should be considered as the project develops.
3. **FF&E**
   CORE will support the Owner and Design Team as they develop scope and budget for all FF&E.

2. SCHEMATIC DESIGN PHASE

At this phase, the design team will begin to define the overall layout, configuration, and character of the aquatics and recreation facility based on the established program. By the end of schematic design, the project footprint, site orientation, and major building and aquatic components will be defined. The team will advance the organization of spaces, confirm access and circulation, and begin to evaluate materials, systems, and integration with the site. Preliminary aquatic, mechanical, and building systems will be outlined in coordination with the overall design approach.

a. **CORE's role during the Schematic Design Phase:**
   To create a detailed, flexible cost model for the project based on the schematic design documents. This cost model will account for quantity, quality, intent, Big Picture Outcomes, and unique features of the work, including considerations associated with aquatic systems, site constraints, and future expansion capability. CORE will refine and validate the proposed systems, including aquatic, structural, envelope, and building systems, ensuring alignment with budget, constructability, and performance goals. At this stage, CORE will also advance scope definition and pricing for finishes, equipment, and specialty components.

   In parallel, CORE will work with the team to identify and address risks that could impact project cost, schedule, or quality. These Risk/Solutions will be addressed during design to provide clarity of scope, alignment of responsibilities, and to reduce the potential for rework or delays during construction. Each item will be evaluated through the lens of CORE's six factors of Operational Excellence: Safety, Quality, Schedule, Cost, Trade Partners, and Client, to ensure alignment with overall project performance and Owner priorities.

b. **Basic Scope of Services required to fulfill this role:**

   i. **Detailed Quantity Take-off & Estimate**
      CORE will utilize Construct Connect (On-Screen Take-off software) to provide a detailed quantity estimate that is graphically represented. This take-off will identify scope and quantities by being directly overlaid onto the schematic documents.
   ii. **Work Breakdown Structure (WBS)**
      The WBS is essentially the summary of the detailed estimate. It will be summarized the same way

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at each phase, so the team will clearly see the cost variance between line items. It will be organized based upon the "ten groups".

iii. **Basis of Estimate**
This document will clarify all cost assumptions, inclusions and exclusions, unit pricing, and the rationale behind key estimating strategies.

iv. **Options Studies**
CORE will provide system and material options analysis where appropriate, including aquatic systems, finishes, MEP systems, and any Unique Features of Work. Each study will evaluate cost, safety, QA/QC, logistics, constructability, and schedule impacts.
As part of this process, CORE will maintain a Scope Options Log, a dynamic tracking tool that provides real-time visibility into additive and deductive scope alternatives. Each option is evaluated based on its cost, impact on quality, and alignment with the project's Big Picture Outcomes. The log supports transparent, collaborative decision-making and ensures the Owner retains control over both budget and design intent as the project evolves.

v. **Constructability Review**
The purpose of the Constructability Review is to develop design issues related to construction. This deliverable will be the result of the team study of the unique features of work. This study will analyze each Unique Feature of Work (UFW) for:
1. How does it impact the milestone schedule?
2. Should the team involve a subcontractor for additional feedback?
3. What safety considerations should be made?
4. Are there any site logistics issues?
5. How should it be detailed on the documents?
6. What are the QA/QC considerations?
7. Are there options to consider (i.e. alternate systems/materials evaluation)?

vi. **Updated Preconstruction and Construction Schedule**
This will be a milestone construction schedule specific to the scope identified in the Schematic Design Documents. Long-lead procurement will be included in the schedule.

vii. **Development of initial prequalified Trade Partner list**
This will include a minimum of three bidders per trade where practical. CORE will pursue Trade Partner input at this stage focused on unit cost and constructability.

viii. **FF&E**
CORE will continue to support the Owner and Design Team as they continue to develop scope and budget for all FF&E.

3. DESIGN DEVELOPMENT PHASE

At this stage, the project's size and systems have been defined. The team now shifts focus to finishes, functional details, and specification development for the aquatics and recreation facility, including coordination with the building, site, and aquatic systems. CORE's role is to keep the evolving design aligned with the project's Cost, Quality, and Schedule goals while supporting risk resolution and constructability validation.

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CORE will update the cost model based on design progression and Trade Partner input, while working closely with the Design Team and Owner to address issues that could impact scope, cost, or schedule. These efforts help maintain alignment with the Town's Big Picture Outcomes and support timely, informed decision-making.

a. **CORE's role during the Design Development Phase:**
To provide an updated estimate and construction insight based on quantity take-offs and Trade Partner feedback, while supporting design validation, scope clarity, and alignment with project priorities. At this stage, CORE may work with the Owner and Design Team to evaluate the potential for an early GMP at Design Development for site-related construction, long-lead materials, or other applicable work packages.

b. **Basic Scope of Services required to fulfill this role:**

i. **Detailed Quantity Take-off & Estimate**
CORE will update the cost model to reflect the design development documents and incorporate feedback from estimating and trade input.

ii. **Work Breakdown Structure (WBS)**
The WBS will be updated to reflect design evolution. CORE will provide a variance report with each estimate.

iii. **Basis of Estimate**
This document will be revised to reflect the current estimate and will clarify assumptions, inclusions and exclusions, and any scope considerations that may impact cost. It serves to clarify design intent and inform design development as the project moves forward.

iv. **Scope Options Log (Design Evolution Log)**
CORE will maintain a Scope Options Log, also serving as the Design Evolution Log, to track additive and deductive scope alternatives, major design changes, and key project decisions as the concept develops. The log will help the team confirm direction, compare options, and maintain alignment with cost, quality, schedule, and the Town's Big Picture Outcomes.

v. **Options Studies**
CORE will provide options analysis on finishes, systems, or unique scope elements as needed. Each option will be evaluated for cost, schedule, quality, and constructability impacts and tracked through the scope options process to support informed decision-making.

vi. **Constructability Review**
Again, the purpose of the constructability review is to identify design issues related to construction. This information will be updated based upon newly identified Unique Features of Work. Reviews will evaluate sequencing, access, logistics, maintainability, procurement strategy, and coordination of major building systems.

vii. **Updated Preconstruction and Construction Schedule**
This will be a milestone construction schedule specific to the scope identified in the Design Development Documents. Long-lead procurement will be included in the schedule.

viii. **Updated Prequalified Subcontractor List**
CORE will provide a specific list of subcontractors to bid the design development documents and

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incorporate Owner feedback, including Town and project team input and suggestions.

ix. **Preliminary Site Lay-Down, Logistics, and Phasing Plan**
This will be the first draft submitted to the team for review. It will indicate site access, site control, material lay-down, and trailer location.

x. **FF&E**
CORE will continue to support the Owner and Design Team as they continue to develop scope and budget for all FF&E.

4. **CONSTRUCTION DOCUMENT PHASE**

During this phase, CORE will continue supporting constructability review, procurement strategy, scope reconciliation, and cost alignment as the Construction Documents are finalized. If appropriate, the project team may proceed with an early GMP package that was identified during Design Development. Otherwise, CORE will develop one final Guaranteed Maximum Price (GMP) for the project based on the completed Construction Documents. The goal during this phase is to ensure the final documents support a complete, coordinated, and executable GMP aligned with the Owner's budget, schedule, and operational goals.

a. **CORE's role during the Construction Document Phase:**

During this phase, CORE will likely provide the Guaranteed Maximum Price, if authorized by the project's funding path. As previously mentioned, there could be early GMPs developed during the Design Development Phase, so this GMP would be for the balance of the project scope, if it is deemed appropriate to have multiple GMPs. If the project team determines that multiple GMPs are not appropriate, CORE will develop one final GMP for the full project scope.

CORE will continue supporting constructability review, procurement strategy, scope reconciliation, and cost alignment efforts as the Construction Documents are finalized. The goal during this phase is to ensure the final documents support a complete, coordinated, and executable GMP aligned with the Owner's budget, schedule, and operational goals.

b. **Basic Scope of Services required to fulfill this role**

i. **Final Estimate & GMP Development**
CORE will update the cost model to reflect the Construction Documents and incorporate updated Trade Partner input.

ii. **Work Breakdown Structure (WBS)**
The WBS will be updated to reflect design evolution. CORE will provide a variance report with each estimate.

iii. **Basis of Estimate**
This will be the clarification to each GMP. It will define any and all allowances, proprietary specifications and/or vendors, procurement assumptions, scope inclusions, scope exclusions, and anything else that serves to clarify the basis of our GMP.

iv. **Options Studies & VE Tracking**
CORE will continue to provide options analysis on finishes, systems, or unique scope elements as

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needed. Each option will be evaluated for cost, schedule, quality, and constructability impacts and tracked through the Scope Options Log.

v. **Constructability Review**
This will be an updated look at the analysis completed during previous phases as well as a review of newly identified Unique Features of Work, coordination items, procurement concerns, and construction sequencing considerations.

vi. **Updated Construction Schedule**
This will be a milestone construction schedule specific to the scope identified in the Construction Documents. Long-lead procurement durations, utility coordination, permitting durations, phased procurement opportunities, and early release packages will continue to be updated in this schedule.

vii. **Finalized List of Prequalified Subcontractors to Bid**
CORE will look for input from the entire team on the final list of invited subcontractors. This will include a minimum of three bidders per trade where practical; major trades of construction will be sought with a minimum of five bidders per trade.
Final trade partner selection will be coordinated with the Town and PM/CM consistent with the project's procurement requirements.

viii. **Final Site Logistics Plan and Phasing Plan**
As all other details are finalized, CORE will have the information necessary to finalize the site logistics and lay-down plan for review and approval. This plan will include site access, staging, material lay-down, utility coordination, and construction phasing considerations.

ix. **FF&E**
CORE will continue coordinating FF&E requirements with the Design Team and Owner, including budget alignment, procurement coordination, installation impacts, and integration with the construction documents. Final FF&E selection and procurement will remain the responsibility of the Owner.

5. **GENERAL COMMENTS**
Please consider the following items as it relates to this proposal and project, we have made the following general assumptions:

a. **Independent Estimate Reconciliation**
CORE has included participation in independent estimate reconciliation at the SD, DD, and CD phases. This effort will include review of estimate assumptions, scope alignment, quantity variances, and cost differences in coordination with the Owner, design team, and independent estimator to support a clear and defensible project budget.

b. **Building Information Modeling During Preconstruction:**
CORE will use the REVIT model provided by the designer to look for clashes, provide clarification to subcontractors for bidding, and to partner with this project team.

c. **Meeting Attendance:**
CORE will participate in project kick-off, Project Team, stakeholder, user group, public, partnering,

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workshop, utility coordination, comment resolution, GMP review, and design review meetings, as required. Meeting attendance is assumed to be a blend of virtual and in-person participation based on project needs and Town direction.

d. **LEED:**
CORE has not considered costs for a LEED Champion or registration with the USGBC, our LEED Accredited Team Members will support the Design Professional and Owner during Preconstruction.

e. **Topographic Survey:**
CORE has not included any costs for topographic survey.

f. **Envelope Consultant:**
CORE has not included any costs for an envelope consultant.

g. **Order Long Lead Items Allowance:**
CORE has not included any costs for ordering long lead items. CORE has included the services necessary to assess Long Lead Items, and if necessary, prepare an early procurement GMP.

h. **Allowances**
CORE has carried the following allowances:

1. **Site Investigation Allowance:**
CORE has included a site investigation allowance to support estimate validation, utility locating, potholing, flow testing, constructability review, utility coordination, exploratory investigation, and risk identification during preconstruction.
2. **Aquatic Systems Design-Assist Allowance:**
CORE has included Design-Assist services for the aquatic systems contractor only. No other trade-specific Design-Assist services have been included in this proposal unless specifically identified or authorized by the Owner.
3. **10% Owner's Allowance**
CORE has included an Owner's Allowance equal to ten percent (10%) of the total preconstruction fee. This allowance is intended to provide flexibility for Owner-directed changes, additional services, or unforeseen preconstruction efforts that may arise during the course of the project. Any use of this allowance will require Owner authorization.

i. **Hazardous Material Survey and/or Remediation**
CORE has not included costs for Hazardous Material Survey and/or Remediation

j. **Owner-Managed AV / IT / Security Systems**
It is understood that the design team will provide the design for the AV, IT, and Security systems. The Town will provide direction through its internal staff or designated representatives during design. CORE has included coordination of these scopes throughout preconstruction and will include the associated construction scope in the Guaranteed Maximum Price (GMP). If these systems are procured separately by the Town, CORE will administer those contracts during construction. Final design responsibility, system standards, and vendor selection will remain with the Town and its designated representatives unless otherwise directed by the Owner.

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PRECONSTRUCTION LABOR FEE – BASE SERVICES

This proposal includes Programming and Concept Design services to develop concept-level cost models for both Aquatics & Recreation Facility funding scenarios, supporting the Town's funding evaluation and decision-making process.

This proposal includes Programming and Concept Design services to develop concept-level cost models for both Aquatics & Recreation Facility funding scenarios, supporting the Town's funding evaluation and decision-making process. If the November 2026 election does not approve full funding, CORE will continue through Schematic Design, Design Development, and Construction Documents for the approximately $16M Aquatic Center, including GMP development as appropriate for the reduced scope.

PRECONSTRUCTION ($16M PROGRAM) - PRECONSTRUCTION WORKFORCE PROJECTIONS											
DESCRIPTION	**UNITS**	**Concept Estimate**	**Schematic Design**	**Design Develop.**	**Construct Drawings**	**RATE**	**Concept Estimate**	**Schematic Design**	**Design Develop.**	**Construct Drawings**	**TOTAL**
PROJECT DIRECTOR	HRS	27	33	37	40	$ 190	$ 5,130	$ 6,270	$ 7,030	$ 7,600	$ 26,030
SENIOR PRECON MANAGER	HRS	53	67	73	80	$ 162	$ 8,586	$ 10,854	$ 11,826	$ 12,960	$ 44,226
PRECON MANAGER	HRS	53	67	73	80	$ 151	$ 8,003	$ 10,117	$ 11,023	$ 12,080	$ 41,223
ASST. PRECON MANAGER	HRS	53	67	73	80	$ 114	$ 6,042	$ 7,638	$ 8,322	$ 9,120	$ 31,122
PROJECT MANAGER	HRS	27	33	37	40	$ 151	$ 4,077	$ 4,983	$ 5,587	$ 6,040	$ 20,687
SUPERINTENDENT	HRS	8	8	8	10	$ 151	$ 1,208	$ 1,208	$ 1,208	$ 1,510	$ 5,134
PHASE TOTALS		**221**	**275**	**301**	**330**		**$ 33,046**	**$ 41,070**	**$ 44,996**	**$ 49,310**	
										GRAND TOTAL:	**$ 168,422**

Attachment A

Preconstruction Services Fee			
Phase of Preconstruction	% of Preconstruction		Total
Concept Estimate	20%	$	33,046
Schematic Design	24%	$	41,070
Design Development	27%	$	44,996
Construction Drawings	29%	$	49,310
	100%	$	168,422
TOTAL PRECONSTRUCTION SERVICES FEE:		$	168,422

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PRECONSTRUCTION LABOR FEE – EXPANDED SERVICES

If the November 2026 election results in approval of the full funding package, CORE will continue through Schematic Design, Design Development, and Construction Documents for the approximately $30M Aquatics and Recreation Facility, including GMP development as appropriate for the expanded scope and evaluation of early procurement opportunities where beneficial.

PRECONSTRUCTION ($30M PROGRAM) - PRECONSTRUCTION WORKFORCE PROJECTIONS											
DESCRIPTION	**UNITS**	**Concept Estimate**	**Schematic Design**	**Design Develop.**	**Construct Drawings**	**RATE**	**Concept Estimate**	**Schematic Design**	**Design Develop.**	**Construct Drawings**	**TOTAL**
PROJECT DIRECTOR	HRS	27	47	50	53	$ 190	$ 5,130	$ 8,930	$ 9,500	$ 10,070	$ 33,630
SENIOR PRECON MANAGER	HRS	53	93	100	107	$ 162	$ 8,586	$ 15,066	$ 16,200	$ 17,334	$ 57,186
PRECON MANAGER	HRS	53	187	200	213	$ 151	$ 8,003	$ 28,237	$ 30,200	$ 32,163	$ 98,603
ASST. PRECON MANAGER	HRS	53	140	150	160	$ 114	$ 6,042	$ 15,960	$ 17,100	$ 18,240	$ 57,342
PROJECT MANAGER	HRS	27	47	50	53	$ 151	$ 4,077	$ 7,097	$ 7,550	$ 8,003	$ 26,727
SUPERINTENDENT	HRS	8	10	10	12	$ 151	$ 1,208	$ 1,510	$ 1,510	$ 1,812	$ 6,040
PHASE TOTALS		**221**	**524**	**560**	**598**		**$ 33,046**	**$ 76,800**	**$ 82,060**	**$ 87,622**	
										GRAND TOTAL:	**$ 279,528**

Attachment A

Preconstruction Services Fee			
Phase of Preconstruction	% of Preconstruction		Total
Concept Estimate	12%	$	33,046
Schematic Design	27%	$	76,800
Design Development	29%	$	82,060
Construction Drawings	31%	$	87,622
		$	279,528

TOTAL PRECONSTRUCTION SERVICES FEE: $ 279,528

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PRECONSTRUCTION LABOR FEE & ALLOWANCES

	$16M Program Option	$30M Program Option
TOTAL PRECONSTRUCTION (LABOR) SERVICES FEE:	**$ 168,422**	**$ 279,528**

Allowances		
Description		
Site Investigation Allowance	$ 20,000	$ 20,000
Aquatic Systems Design-Assist Allowance	$ 15,000	$ 15,000
10% Owner Allowance	$ 22,602	$ 34,948
TOTAL	$ 57,602	$ 69,948

	$16M Program Option	$30M Program Option
TOTAL PRECONSTRUCTION FEE WITH ALLOWANCES	**$ 226,024**	**$ 349,476**

Please do not hesitate to contact me with any questions or comments. We are grateful for the opportunity to serve the Town of Prescott Valley and appreciate your consideration of CORE Construction for the Prescott Valley Aquatic & Recreation Center. We look forward to the opportunity to work together on this exciting community project.

Sincerely,

Jason Santor
Vice President | PreConstruction
CORE Construction

EXHIBIT C

Project No.

SUBCONTRACTOR'S LIST FORM

If Bidder intends to subcontract any portion of this contract, the bidder must submit the name, address, and contractor's license number (if applicable) of each subcontractor, including the work component of such subcontracting. Include the form with the bid submittal documents. Bidder may make multiple copies of this form as needed.

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

Company Name:	
Contact Name:	
Contact Email:	
Contact Phone:	
Work Component:	
Percentage of Total Work Performed:	

EXHIBIT D

PROJECT-SPECIFIC MODIFICATIONS TO GENERAL CONDITIONS – INSURANCE

This Appendix D modifies the insurance provisions of the General Conditions solely for the Prescott Valley Aquatics and Recreation Facility Project. In the event of a conflict between this Appendix D and the General Conditions, this Appendix D controls. Except as expressly modified below, the General Conditions remain unchanged and in full force and effect.

D.1 Section 11.1.1 – Insurance Requirements

Section 11.1.1 is supplemented and clarified as follows: CMAR shall furnish the Town evidence of the insurance required of CMAR under the Contract Documents. CMAR shall require each Subcontractor to maintain insurance appropriate to the Subcontractor's scope of work, consistent with industry standards and sufficient to support CMAR's obligations under the Contract. Coverage types and limits applicable to Subcontractors may vary based upon the nature and risk of the subcontracted work, subject to the specific requirements stated in this Appendix D. CMAR remains fully responsible for performance of the Work and compliance with the Contract Documents regardless of the insurance maintained by any Subcontractor.

D.2 Sections 11.1.2, 11.1.6 and 11.1.7 – Subcontractor Insurance

Any provision requiring every Subcontractor to maintain the same insurance coverages or limits required of CMAR is deleted. CMAR shall obtain and maintain the insurance required of CMAR by the Contract Documents, and shall require Subcontractors to maintain insurance appropriate to their respective scopes of work in accordance with Section D.1 above and the pollution-liability requirements in Section D.4 below.

D.3 Section 11.2.1.5 – Builders' Risk / Installation Floater

The first paragraph of Section 11.2.1.5 is modified to provide that CMAR shall purchase and maintain Builders' Risk/Installation Floater insurance on the entire Work through Substantial Completion, unless otherwise agreed in writing by the Town. The phrase "until completed and accepted by the Town" is deleted and replaced with "until achieving Substantial Completion". All other requirements of Section 11.2.1.5 remain unchanged, except that any provision addressing the duration of Builders' Risk coverage shall be interpreted consistently with this Section D.3.

D.4 Section 11.2.1.6 – Pollution Liability Insurance

CMAR shall maintain Pollution Liability Insurance with limits of not less than $5,000,000 per loss and $5,000,000 aggregate for losses caused by pollution conditions, including bodily injury, property damage, defense costs, cleanup costs, and completed operations arising from CMAR's operations under the Contract.

CMAR shall require Pollution Liability Insurance from Subcontractors whose scopes of work present a material pollution exposure, as follows:

- Subcontractors with pollution exposure: not less than $1,000,000 per claim and $1,000,000 aggregate.
- Subcontractors handling, transporting, storing, disposing of, disturbing, or remediating hazardous materials: not less than $5,000,000 per claim and $5,000,000 aggregate.
- Subcontractors whose scopes of work do not present a material pollution exposure: Pollution Liability Insurance is not required unless otherwise required by the Contract Documents or directed by the Town based on the actual scope of work.

The remaining coverage requirements in Section 11.2.1.6, including applicable completed-operations, transportation, disposal-site, and additional-insured requirements, remain in effect except to the extent expressly modified by this Appendix D.

D.5 Section 11.3.3 – Primary and Noncontributory Coverage

Section 11.3.3 is replaced with the following: "CMAR's insurance coverage shall be primary and noncontributory with respect to the Town, its officers, officials, agents, and employees, except for Workers'

EXHIBIT D

PROJECT-SPECIFIC MODIFICATIONS TO GENERAL CONDITIONS – INSURANCE

Compensation and Employers Liability and Professional Liability. Any insurance or self-insurance maintained by the Town, its officers, officials, agents, and employees shall be excess of the coverage provided by CMAR and shall not contribute with it."

D.6 Section 11.3.10.1 – Additional Insured Causation Language

In Section 11.3.10.1, the phrase "arising out of" is replaced with "caused, in whole or in part, by," so that the additional-insured requirement applies with respect to liability caused, in whole or in part, by activities performed by or on behalf of CMAR, including Products and Completed Operations and applicable automobile liability exposures.

EXHIBIT E

PROJECT-SPECIFIC MODIFICATIONS TO GENERAL CONDITIONS – INDEMNIFICATION

This Appendix E replaces Section 12.1 of the General Conditions solely for the Prescott Valley Aquatics and Recreation Facility Project. In the event of a conflict between this Appendix E and the General Conditions, this Appendix E controls. Except as expressly modified below, the General Conditions remain unchanged and in full force and effect.

E.1 Section 12.1 – Indemnification

Section 12.1 is deleted in its entirety and replaced with the following:

> "To the fullest extent permitted by law, CMAR and its owners, officers, directors, agents, employees, and Subcontractors (collectively, "Indemnitor") shall indemnify, defend, and hold harmless the Town, its officers, officials, employees, agents, and consultants (collectively, "Indemnitee") from and against claims, damages, losses, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts or omissions, recklessness, or willful misconduct of CMAR, its Subcontractors, or anyone directly or indirectly employed by them or for whose acts they may be liable. Such obligation shall not require CMAR to indemnify an Indemnitee for that Indemnitee's own negligence or willful misconduct. This obligation shall survive Final Completion and termination of the Contract."

E.2 Waiver of Subrogation

To the extent permitted by applicable insurance policies, CMAR waives rights of subrogation against the Town for losses covered by insurance and arising out of the Work.

EXHIBIT F

PROJECT RESPONSIBILITY & RISK ALLOCATION MATRIX

Risk / Obligation	TOWN	DESIGNER	CMAR	Process / Contracting Structure	Key Deliverable / Control
Program definition and funding decision	Owns final program, budget, funding and election decision	Designs to the Town-authorized program and funding path	Provides estimating, constructability and schedule input; identifies cost/schedule implications of each program alternative	Town decision supported by Grace/CORE pre-election reconciliation and written phase/program authorization	Approved program matrix for approximately $16M and $30M paths, with reconciled cost/schedule decision package
Topographic and utility survey	Pays / provides access	Scopes and coordinates survey; uses results in design	Provides constructability input and Town-authorized potholing/site-investigation support within the applicable investigation allowance	Grace survey subconsultant or Town-direct surveyor; CORE allowance used only for specifically authorized field investigation/potholing support	Certified survey, utility-confidence statement, and documented potholing/investigation results where authorized
Geotechnical investigation	Pays and owns baseline data risk	Defines boring/testing criteria early and designs to the final report	Coordinates access and evaluates constructability; manages supplemental investigation only if specifically authorized by the Town	Town-direct or Grace subconsultant for baseline geotechnical services; any CORE-managed supplemental work requires written authorization and identified funding	Geotechnical report with reliance rights, boring/testing criteria, and documented supplemental findings if authorized
Hazardous materials survey	Owns unknown pre-existing conditions	Coordinates design implications	Provides access and demolition input	Town-direct environmental consultant	Pre-demolition survey and abatement scope
Hazardous materials remediation	Pays for disclosed/unknown pre-existing conditions	Provides required professional design support	Owns means, methods, safety, transport, disposal and pollution caused by operations	CORE early-work package / GMP after characterization	Abatement plan, manifests, clearance reports
Special inspections	Pays for independent owner QA	Prepares Statement of Special Inspections and reviews reports	Coordinates access, scheduling and corrections	Town-direct special inspector	Statement, reports and final certificate
Construction QC testing	None except oversight	Reviews design implications	Procures and manages subcontractor/QC testing	CORE / trade scope	QC plan and test reports
Owner QA/material acceptance testing	Retains independent lab	Reviews reports	Coordinates access and corrects deficiencies	Town-direct testing laboratory	QA reports and nonconformance log
Envelope consulting and testing	May retain independent Owner acceptance testing	Owns envelope design, specialist coordination, performance criteria and testing requirements	Coordinates mockups and contractor-controlled QC/field testing; includes assigned contractor/trade testing in the GMP	Grace envelope specialist plus CORE-controlled mockup/QC testing; Town-direct independent acceptance testing where independence is desired	Envelope design criteria, testing responsibility matrix, mockup plan and acceptance-testing plan finalized before GMP
Systems commissioning	Retains independent commissioning authority where desired	Responds to commissioning design review and witnesses testing as required	Coordinates and executes defined functional testing through trades and carries assigned testing costs in the GMP	Town-direct commissioning authority; commissioning responsibility/testing matrix finalized before GMP	OPR, BOD, commissioning plan, responsibility matrix, functional test procedures/reports and deficiency log
Aquatic system start-up	Participates through operations staff and approves objective acceptance criteria	Pool engineer observes/evaluates design compliance and reviews startup documentation	Aquatic trade and CORE execute, adjust and document the defined startup/testing protocol	CORE construction scope with Grace/pool-consultant oversight; written startup protocol finalized before GMP	Startup protocol defining systems, seven-day test, utilities, chemicals/consumables, training, Town participation, documentation and acceptance criteria
FF&E selection and procurement	Approves and purchases unless expressly included in the GMP; identifies Owner-furnished items	Programs, designs, specifies and assists procurement; coordinates required design interfaces	Coordinates construction interfaces, delivery, storage, installation, connections and schedule for items assigned to CORE	Split scope using a detailed FF&E/OFE responsibility matrix, including OFCI/OFOI or equivalent categories	FF&E budget, item list and responsibility matrix assigning selection, purchase, receipt, storage, installation, connection, startup, warranty and schedule

EXHIBIT F

PROJECT RESPONSIBILITY & RISK ALLOCATION MATRIX

Risk / Obligation	TOWN	DESIGNER	CMAR	Process / Contracting Structure	Key Deliverable / Control
Record documents	Receives and accepts	Reviews apparent completeness; incorporates design-issued changes	Maintains field as-builts and prepares closeout set	CORE prepares; Grace reviews	Monthly updates and final record set
Warranty administration	Owns maintenance and timely notice	Responds to design-related issues; 10-month review	Manages construction warranty; 22-month inspection	Separate but coordinated obligations	Warranty platform, inspections, issue log
Subconsultant scope and contract management	Approves named key subconsultants and negotiated prime scope	Fully responsible for all disciplines; downstream terms do not limit prime obligations	Coordinates with design team but has no responsibility for Grace's consultant contracts	Prime agreement plus reconciled consultant scope matrix; downstream contracts not incorporated	Order-of-precedence clause and signed scope matrix
Discipline construction observations	Receives reports and may request targeted attendance	Provides sufficient architect/engineer/pool/civil/landscape observations despite downstream visit caps	Schedules work and gives advance notice before critical work is concealed	Grace Basic Services with milestone-based visit schedule	Visit matrix, field reports and deficiency log
MEP/technology scope completeness	Confirms owner systems and operational criteria	Provides complete MEP, AV, structured cabling and security design; establishes fire-protection performance/design criteria and coordinates building/water-supply interfaces; reviews delegated design for conformance	Provides constructability, procurement and trade coordination; qualified fire-protection trade completes delegated/deferred design, calculations, permit submittal and installation within the GMP	Grace design criteria and interface coordination plus CORE fire-protection trade delegated design in GMP; delegation boundaries documented before GMP	System responsibility matrix, basis-of-design narratives, fire-protection performance criteria and delegated-design submittal requirements
Aquatic/structural interfaces	Approves program and operational requirements	Owns complete design and closes pool/structural/civil/MEP interfaces among its consultants	Provides constructability and delegated-design input where expressly specified and prices the resulting construction scope	Signed Grace discipline/interface matrix incorporated into prime scope and completed before GMP and affected design packages	Component matrix for pool shells, deck, slides/features, pits, drains, bonding, structural supports, MEP/controls and civil/utilities
Demolition design and environmental characterization	Procures hazardous-material survey and owns genuinely unknown pre-existing conditions	Provides ordinary architectural/structural/MEP/civil/pool demolition, decommissioning and utility-cutover documents	Owns demolition means, methods, safety and disposal; receives relief only for genuinely unknown conditions qualifying under the Contract differing-site/hazardous-condition procedures	Town environmental consultant plus Grace demolition design plus CORE execution, with prompt-notice/investigation/equitable-adjustment mechanism for qualifying unknown conditions	Environmental survey, demolition plans, utility cutover plan, abatement package, notice protocol, manifests and clearance documentation
Subconsultant fees, travel and reimbursables	Pays only prime-agreement compensation and approved add services	Manages downstream fees, markups, travel and visit costs within negotiated compensation	Not applicable	Consolidated Grace fee exhibit controls	Included-services schedule and written add-service authorization
Permitting and agency approvals	Provides required owner signatures/authorizations and pays Town-responsible agency fees unless otherwise assigned	Identifies required design approvals; prepares/seals design permit documents and responds to design-review comments	Coordinates construction/trade permit logistics and obtains permits expressly assigned to CMAR/trades, including delegated/deferred-submittal permits in the GMP	Permit responsibility matrix completed during design and finalized before GMP; avoid blanket "permits by contractor" allocation	Permit/approval log for building, civil, health/aquatics, fire, utility, demolition/abatement and trade/deferred permits, identifying preparer, submitter, fee payer, comment response and final approval
Dry utility coordination	Provides owner authorizations and pays owner-responsible utility/service fees unless included elsewhere	Civil/MEP team establishes loads, service applications, points of connection, routing and design requirements and coordinates design information with serving utilities	Supports potholing/constructability, procurement and scheduling; coordinates utility construction, temporary service and trade interfaces included in the GMP	Design-team utility coordination during design; electric, gas and communications responsibilities and utility-company work finalized before GMP	Utility responsibility matrix, load letters/service applications, utility-company design/work assignments, routes, trench/ductbank scope, fees/easements, temporary service, milestone schedule and final connections

EXHIBIT G

CMAR FEE, GMP CALCULATION & FINAL RECONCILIATION

This Exhibit establishes the agreed construction-phase CMAR Fee methodology and the treatment of GMP components for fee calculation and final reconciliation. It supplements Section 3.6.3 of the Contract and controls in the event of a conflict concerning the calculation or reconciliation of the CMAR Fee.

Item	Agreed Treatment
CMAR Fee	Five percent (5%) of the accepted GMP, as adjusted by duly executed Change Orders or amendments.
Fee relationship	The CMAR Fee is included within the GMP and is not an additional amount above the accepted GMP.
Fee-bearing GMP components	The agreed 5% fee structure is based on the overall GMP, including Direct Construction Costs, General Requirements, General Conditions, CMAR construction contingency, approved allowances, bonds, insurance, Builder's Risk, applicable taxes, and other approved GMP costs, except as expressly excluded below.
Excluded from fee basis	The CMAR Fee itself shall not be treated as an additional cost item for purposes of applying a second or duplicative markup. Owner-controlled contingency held outside the GMP and costs paid directly by the Town are not fee-bearing unless expressly incorporated into the GMP by written amendment.
General Conditions / General Requirements	General Conditions and General Requirements shall be separately identified in the Baseline Cost Model and GMP Proposal, supported by appropriate cost detail, and shall not duplicate home-office overhead, profit, or other amounts compensated through the CMAR Fee.
Other markups	No separate CMAR corporate markup, overhead markup, or fee-on-fee charge may be added in addition to the 5% CMAR Fee unless expressly authorized in a written Change Order or GMP Amendment. Approved subcontractor markups properly included in Direct Construction Costs may remain part of the GMP.

G.1 Fee Calculation

The parties intend the CMAR Fee to equal exactly five percent (5%) of the final accepted GMP. Accordingly, when the GMP is developed from costs before the CMAR Fee is added, the fee may be calculated as 5% of the pre-fee GMP cost base. This is solely a mathematical method to produce a CMAR Fee equal to 5% of the final GMP and does not authorize a second fee or fee-on-fee markup.

The applicable formula is as follows: CMAR Fee = 5% × Final GMP. When calculating the CMAR Fee from the GMP costs before adding the CMAR Fee, the equivalent calculation is CMAR Fee = 5.26316% × Pre-Fee GMP Cost Base.

EXHIBIT G

CMAR FEE, GMP CALCULATION & FINAL RECONCILIATION

Illustrative Scenario	Final GMP	CMAR Fee (5%)	Pre-Fee GMP Cost Base
$30M Full Aquatics + Recreation example	$30,000,000	$1,500,000	$28,500,000
$16M Aquatics-only example	$16,000,000	$800,000	$15,200,000

G.2 Contingencies, Allowances, Credits & Final Reconciliation

Contingency and allowances are not earned compensation. Amounts carried in the GMP as CMAR contingency or allowances may be used only for purposes permitted by the Contract and the approved GMP. Unused balances remain for the benefit of the Town and shall reduce the GMP at final reconciliation unless the Town has authorized their use for other Work.

Fee follows the final adjusted GMP. When the GMP is reduced for unused contingency, unused allowances, scope reductions, buyout savings, refunds, credits, rebates, audit adjustments, or similar amounts that ultimately reduce the GMP, the CMAR Fee shall be reduced as necessary so that the CMAR Fee remains equal to 5% of the final adjusted GMP.

GMP increases require written authorization. If the GMP is increased by an executed Change Order or amendment, the CMAR Fee may be adjusted so that it remains 5% of the revised GMP, except where the governing Change Order expressly identifies an amount as non-fee-bearing.

No duplicate recovery. Any refund, credit, rebate, insurance adjustment, bond adjustment, tax adjustment, or other recovery attributable to a GMP cost shall be credited to the Project to the extent required by the Contract. The CMAR shall not retain both the credit and a fee calculated on a cost that is removed from the final GMP.

Open-book support. The GMP Proposal and final reconciliation shall separately identify Direct Construction Costs, General Requirements, General Conditions, contingency, allowances, bonds, insurance, Builder's Risk, taxes, CMAR Fee, and other material cost categories, with reasonable supporting detail sufficient for Town review.

G.3 Relationship to Preconstruction Compensation

The CMAR Fee described in this Exhibit applies to construction-phase GMP compensation and is separate from the Pre-Construction Services compensation established in Section 7.1.2 and Exhibit B. Pre-Construction Services compensation shall not be included in the GMP fee calculation unless expressly incorporated into a later GMP Amendment by the Town

ITEM NO. 11d

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Heather Ruder, Public Works Director

DEPARTMENT: Public Works

AGENDA TYPE: New Business

SUBJECT: Proposed Amendment Town Code 11-03-040 Authority Designate Restricted Parking Areas - Consideration & Possible Action (1st Reading) [Parker Murphy, 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:
Under the Town Code, any parking restrictions in Town rights-of-way require action of the Town Council by Resolution. In February 1995, Resolution No. 613 was adopted by the Council to restrict parking on a list of 24 collector and arterial streets to establish a "comprehensive and uniform system of 'no parking'..." Since then, 14 new collector and arterial streets have been constructed (or re-classified) and have not explicitly been

included by Resolution as part of the "comprehensive and uniform system". It has also been noted that a number of the roads identified in the 1995 Resolution either did not have the required signage installed or, over the years, signage installed has evolved to not correspond exactly with what was listed in the Resolution.

The Safety Action Plan adopted by the Town in March 2025 recommended that the Town look at amending the Town Code to give authority for staff to administratively establish parking restrictions. It was expected such flexibility would reduce the number of collisions with parked vehicles. The ability of the Public Works Department (either through its Director, the Town Engineer, or a designee) to readily determine and make changes to street parking would reflect an increased commitment to safety and traffic circulation (especially on major roadways).

[Note: parking restrictions on local roadways or other unclassified neighborhood streets can have a political component involving neighborhood residents. Therefore, in conjunction with this proposed amendment to Town Code 11-03-040 Public Works would be tasked with developing guidelines and/or resident-led processes for establishment or modification of parking restrictions in such areas.]

THIS ACTION:

It is proposed the Town Council now consider amending Town Code 11-03-040 to assign designation of restricted parking areas to Town staff in the Public Works Department as part of administrative duties. If so, the Council would vote to read Ordinance No. 2026-986 by title only on two separate occasions, then place the same on final passage. The Town Clerk would then read the Ordinance by title only for the first reading. At a subsequent Town Council meeting (currently anticipated as October 22, 2026) the Clerk would read Ordinance No. 2026-986 by title only for the second reading. The Council would then vote on whether to adopt the Ordinance. If so, it would not be effective for 30 days.

RECOMMENDED MOTION:
Motion 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. **VOTE**.

[if the vote is in favor of reading Ordinance No. 2026-985, the Town Clerk reads the Ordinance by title only for the first reading]

STAFF RECOMMENDATION:
Staff recommends reading and ultimate approval of Ordinance No. 2026-986 amending Town Code 11-03-040 assigning designation of restricted parking areas to Public Works.

FISCAL ANALYSIS:

It is noted that costs for establishment of parking restrictions (e.g., signage and roadway marking) may increase slightly due to more attention being given to parking on a regular basis by Public Works staff. At present, costs are between $150 to $300 per sign installation based on bid or coop contracts with sign suppliers. The funding source is typically the Streets operating budget.

Attachments

ORD 2026-986 Town Code Chap 11 Amendments Designate Restricted Parking

Ordinance No. 2026-986

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORTATION OF ARIZONA, AMENDING TOWN CODE SECTION 11-03-040 "AUTHORITY TO ERECT SIGNS RESTRICTING PARKING" IN ARTICLE 11-03 "PARKING" IN CHAPTER 11 "TRAFFIC" AS RECOMMENDED IN THE PRESCOTT VALLEY "SAFE STREETS FOR ALL (SS4A) SAFETY ACTION PLAN"; PROVIDING THAT ALL OTHER CHAPTERS, ARTICLES, AND SECTIONS OF THE TOWN CODE, NOT HEREIN AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT; AND PROVIDING THAT THIS ORDINANCE TO BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, in February 2024, the Town Council entered into a professional services agreement with Kimley-Horn Consultants ("Consultants") to complete a "Safe Streets for All (SS4A) Safety Action Plan" ("SAP") for the Town; and

WHEREAS, the intent of the SAP was to develop a well-defined strategy to substantially reduce and eventually prevent roadway fatalities and serious injuries within the Town; and

WHEREAS, on February 27, 2025, the Council approved Resolution No. 2025-2408 adopting the SAP; and

WHEREAS, in the SAP final report, the Consultants noted the historically large number of motor vehicle crashes in the Town involving parked vehicles; and

WHEREAS, the Town Code currently requires Council approval by resolution of all restricted parking designations (and related installation of restricted parking signs); and

WHEREAS, the Consultants recommended expediting the current approval process by amending Town Code §11-03-040 "Authority to Erect Signs Restricting Parking" to authorize the Town Engineer (or designee) to administratively designate and approve parking restrictions (and related erection of signs) based on traffic engineering standards; and

WHEREAS, the Council finds it is in the best interests of the health, welfare, and safety of the Town and its residents to amend Town Code §11-03-040 consistent with the Consultants' recommendations;

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

SECTION ONE. That Section 11-03-040 "Authority to Erect Signs Restricting Parking" in ARTICLE 11-03 "PARKING" in CHAPTER 11 "TRAFFIC" of the Town Code of the Town of Prescott Valley, Arizona, be hereby renamed and amended to read as follows:

11-03-040 Authority to Designate Restricted Parking Areas and to Erect Signs Restricting Parking.

The Town Engineer (or his designee)~~, upon approval by the Town Council,~~ is hereby authorized to designate restricted parking areas within the Town as deemed necessary for the protection of motorists and pedestrians in accordance with traffic engineering standards and to install and maintain ~~may erect~~ signs requiring parking at an angle to the curb, allowing parking on the left hand curb on one-way streets, notifying drivers that parking is prohibited, ~~and~~or otherwise restricting parking in any way that may be necessary. No parking restrictions shall become effective until such restricted parking area is specifically designated by ~~resolution of the Town Council~~the Town Engineer (or designee), and signs have been erected as authorized by this Section. No person may stop or stand a vehicle in disobedience to such parking restrictions.

(Ord. No. 8, Enacted, 06/28/79; Ord. No. 178, Ren&Amd, 05/26/88, 9-03-040; Ord. No. 2026-986; Ren&Amd, 10/22/26)

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

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

SECTION FOUR. 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 22nd day of October, 2026.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

ITEM NO. 11e

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Skyler Barton, Assistant to the Town Manager/Interim Utilities Director

DEPARTMENT: Utilities

AGENDA TYPE: New Business

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

VISION 2024 FOCUS AREA:

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

SUMMARY/BACKGROUND:
The Town of Prescott Valley has identified stormwater management as a priority within its strategic plan and ongoing operations. Because water resources and watershed management extend beyond jurisdictional boundaries, Yavapai County has been a regional partner in supporting projects that promote stormwater infiltration and groundwater recharge.

In coordination with the efforts of Yavapai County, the Town proposes adoption of a Resolution supporting local and regional stormwater infiltration and recharge projects (including grassland restoration projects) that contribute to the health of aquifers, rivers, and watersheds throughout the region. The Resolution recognizes the importance of collaborative watershed management and encourages projects that improve water resources, watershed health, and resilience within Prescott Valley and greater Yavapai County.

RECOMMENDED MOTION:
Motion to authorize signature of Resolution No. 2026-2463 supporting local and regional stormwater infiltration and recharge projects. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends authorizing signature of Resolution No. 2026-2463 supporting local and regional stormwater infiltration and recharge projects.

FISCAL ANALYSIS:
There is no anticipated fiscal impact directly related to this requested action.

Attachments

RES 2026-2463 Recharge

RESOLUTION No. 2026-2463

STORMWATER INFILTRATION & RECHARGE

WHEREAS, stormwater is a valuable asset that, when managed at a local and regional level, can help positively impact the hydrologic resources of Prescott Valley, the Prescott Active Management Area, and greater Yavapai County; and

WHEREAS, precipitation that becomes stormwater is the only freely delivered water resource in northern Arizona that is currently not utilized to its full potential; and

WHEREAS, local and regional stormwater infiltration and recharge projects (along with grassland restoration projects) serve important roles in improving aquifers and surface waters while mitigating the potential negative impacts of erosion and flooding; and

WHEREAS, local and regional stormwater projects can also significantly reduce pollution of water resources (and, in fact, improve water quality) thereby improving the overall health of the watershed; and

WHEREAS, grassland restoration projects that increase soil organic matter serve an important role in improving the health of the landscape and watershed; and

WHEREAS, efforts to improve stormwater management can include quantification of increased runoff due to urbanization of a watershed, allowing municipalities to construct systems that infiltrate only urban enhanced runoff ("UER") without impacting pre-development runoff flow volumes, with the goal of avoiding water rights issues for downstream surface water rights and claims; and

WHEREAS, collaborative planning, funding, and implementation of watershed restoration projects across jurisdictions (and in coordination with land managers and local stewards) are essential tools in restoring and maintaining watershed health across Yavapai County; and

WHEREAS, the Town of Prescott Valley has established strategic plan goals that aim to address aquifer and watershed health and has

committed to innovative exploration of technologies to achieve these aims;

NOW THEREFORE, be it resolved that the Town of Prescott Valley hereby actively supports the development and implementation of local and regional stormwater and grassland restoration projects that positively impact the aquifer, local rivers, and watersheds.

RESOLVED this 8th day of October, 2026, by the Mayor and Council of the Town of Prescott Valley, Arizona.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

ITEM NO. 11f

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Stacey Bristow, Development Services Director

DEPARTMENT: Development Services

AGENDA TYPE: New Business

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

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:

PROJECT LOCATION:	South of Old Black Canyon, Northeast of StoneRidge Drive
APN:	A portion of 103-61-004C
PROPERTY OWNER:	Pinnacle Consulting
APPLICANT:	Pinnacle Consulting

ZONING DISTRICT:	CN-PD GENERAL PLAN DESIGNATION: Community Commercial
GROSS ACREAGE:	0.30 Acres

GPA26-001:
Upon the application of Pinnacle Consulting (Logan Williams, owner), this is a request for a Minor General Plan Amendment (GPA26-001) from Community Commercial to Low Density Residential on approximately 0.30 acres to accommodate development of a Cell Tower. [APN #103-61-001]

NEIGHBORHOOD FEEDBACK:

A virtual neighborhood meeting for both the Minor General Plan Amendment (and related Zoning Map Change) was held on May 14, 2026. In accordance with the Town Code, 102 notifications were sent out on April 27, 2026 for this meeting (with the meeting ID and contact information for the applicant). Two people responded to the mailing with concern about the location and information was provided about why the location was chosen over others. In the meeting, the applicant (along with a Radio Frequency consultant) were available. No one attended the meeting. Following the meeting, no additional comments or outreach was received by the applicant.

GENERAL PLAN:

The Town of Prescott Valley General Plan 2035 designates the project area as Community Commercial. It must be changed to Low Density Residential in conjunction with the related rezoning to RL-10 PD (Residential; Single Family Limited, Planned Area Development) with a special use permit. This Minor General Plan Amendment is required because of the necessary lot line adjustment of approximately 0.30 acres.

Areas north and west of the site are designated as Low Density Residential, Areas south of the site are designated Community Commercial. Areas to the East are designated as Public/Quasi.

ZONING SUMMARY:

The current zoning designation is CN-PD (Commercial; Neighborhood Sales and Services, Planned Area Development).

North and west of the site are zoned RL-10 PD (Residential; Single-Family Limited, Planned Area Development). South of the site is zoned CN-PD (Commercial; Neighborhood Sales and Services, Planned Area Development). To the east is PL (Public Lands).

The request is to change the zoning designation to RL-10 PD (Residential; Single-Family Limited, Planned Area Development).

The related Zoning Map Change is required because the parcel lines are being moved south to include this 0.30 acres in APN #103-31-001. Town Code 13-03-030(A).requires that the zone boundaries follow lot lines and parcels must have only one zoning designation. Adjustment of the lot line is proposed as a condition of this rezoning, and the applicant will submit the lot line adjustment upon approval.

The proposal is for a 100' cell tower that will be disguised as a pine tree (monopine). The monopine branches will extend above the cell tower to a maximum height of 105'. The height will allow for multiple carriers to attach to the pole in the future (instead of having to have multiple cell towers in the area).

The screened ground equipment enclosure for the cell tower will be separate from the cell tower itself, with the total leased land being approximately 1,408 square feet.

Towers, antennas, and wireless telecommunications facilities must be set back from any lot line a distance equal to at least 100% of the height of the structure unless the zoning district where the facility is located requires a greater setback. The nearest setback to a property line will be the new property line on the south, and will be the minimum of 105' (height of the tower).

The nearest home is to the north approximately 312' away from the tower on Range View Drive.

Landscaping, lighting, and screening shall be installed pursuant to the requirements of Town Code Articles 13-11 and 13-12 respectively. The landscape design will include a plant palette with a variety of tree types, shrubs, and ground cover that adhere to the Prescott Valley and/or Prescott Active Management Area ("AMA") low water use plant material list (in character with the surrounding development). Native vegetation should be used whenever possible.

Section 13-13-110(G) allows a special use permit in the rezone as long as it is expressly authorized as a condition of rezoning and included in the zoning entitlement plan.

Federal Communications Commission (FCC) regulation Section 332(c)(7) applies to local zoning of such cell towers.

PLANNING AND ZONING COMMISSION:

A Public Hearing on GPA26-001 was held by the Planning and Zoning Commission (P&Z) on September 14, 2026. Several pertinent questions and concerns were raised

by the P&Z Commission (including questions about the height of the tower, landscape design, the gap in cell service coverage, and residents' request for better service in the area). One resident spoke at the Public Hearing to voice concern about needing improved cell service to her medical providers. After discussion, the P&Z Commission voted 5-0 (One Commissioner was absent and one vacancy) to recommend approval of the application to the Town Council.

FIRE SUMMARY:

CAFMA has reviewed this project and had no comments on the proposed cell tower.

[Note: In accordance with ARS §12-1134(I), the applicant has been asked to sign the standard Proposition 207 waiver agreement.]

THIS ACTION:
Having held its own public hearing on GPA26-001, it is proposed the Town Council consider whether to approve this Minor General Plan Amendment by adopting Resolution No. 2026-2462.

RECOMMENDED MOTION:
Motion 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. **VOTE.**

STAFF RECOMMENDATION:
Town staff recommends reading and ultimately adopting Resolution No. 2026-2462 approving GPA26-001 for the StoneRidge Cell Tower.

FISCAL ANALYSIS:
There is no direct fiscal impact associated with this requested action.

Attachments

RES 2026-2462 GPA26-001 StoneRidge Cell Tower
RES 2026-2462 GPA26-001 StoneRidge Cell Tower (Exh A)
Location Map
StoneRidge Cell Tower Full Plans
Staff PowerPoint
Applicant PowerPoint

RESOLUTION NO. 2026-2462

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, ADOPTING A MINOR AMENDMENT TO THE TOWN'S *GENERAL PLAN 2035* (GPA26-001) PURSUANT TO ARS §9-461.06; AMENDING THE LAND USE PLAN (EXHIBIT LU-5) IN CHAPTER 6 "LAND USE ELEMENT" OF THE GENERAL PLAN TO CHANGE THE DESIGNATION OF A PORTION OF APN 103-61-004C FROM "COMMUNITY COMMERCIAL" TO "LOW DENSITY RESIDENTIAL"; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Prescott Valley Town Council first adopted a "Comprehensive Plan" for the Town by Resolution No. 69 on September 25, 1980; and

WHEREAS, the Council adopted a new "Prescott Valley General Plan and Implementation Guide" by Resolution No. 529 on January 27, 1994; and

WHEREAS, through adoption of the "Growing Smarter Act" (1998 Ariz. Sess. Laws, Chap. 204, §21) as amended by 1999 Ariz. Sess. Laws, Chap. 222, §2, the Arizona Legislature required the Town to amend its General Plan in accordance with the Act (as amended by "Growing Smarter Plus", 2000 Ariz. Sess. Laws Chap. 1) by December 31, 2002; and

WHEREAS, on January 17, 2002, the Town Council adopted the "Prescott Valley General Plan 2020" by Resolution No. 1066, and the same was subsequently ratified by the voters on March 12, 2002; and

WHEREAS, state law had required that towns update such community plans every ten (10) years, but in 2010 the Arizona Legislature approved HB 2145, amending Section11-804 of Arizona Revised Statutes to allow towns to extend any readoption until July 1, 2015; and

WHEREAS, during a strategic budget planning retreat in January 2011 the Mayor and Council identified updating the General Plan 2020 as a priority and, on January 20, 2011, approved timelines for updating to a General Plan 2025 that would be presented to the voters for ratification at the election in March 2013; and

WHEREAS, on August 9, 2012, the Council adopted the "Prescott Valley General Plan 2025" by Resolution No. 1802, and the same was subsequently ratified by the voters on March 12, 2013; and

WHEREAS, on May 12, 2022, the Town Council adopted the "Prescott Valley General Plan 2035" by Resolution No. 2022-2250, and the same was subsequently ratified by the voters on November 8, 2022; and

WHEREAS, Pinnacle Consulting, agent, has now requested a minor General Plan Amendment (GPA26-001) to change the designation of a portion of property at APN 103-61-004C, approximately 0.30 acres, from "Community Commercial" to "Low Density Residential" to accommodate a cell tower; and

WHEREAS, the criteria for determining whether a proposed amendment to General Plan 2035 is a major or minor amendment is set forth in General Plan 2035 Section 2.3 (in accordance with ARS §9-461.06); and

WHEREAS, in accordance with the requirements for minor General Plan Amendments, the Planning and Zoning Commission held a public hearing on GPA26-001 at its regular meeting on September 14, 2026, and voted to forward the same to the Town Council with a recommendation of approval; and

WHEREAS, and the Council subsequently held a public hearing on the application at its regular meeting on October 8, 2026;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, as follows:

SECTION 1. That the Prescott Valley General Plan 2035 be hereby amended as follows:

The Land Use Plan (Exhibit LU-5) in Chapter 6 "LAND USE ELEMENT" shall be amended to change the designation of a portion of APN 103-61-004C, from "Community Commercial" to "Low Density Residential" to as shown in "Exhibit A" attached hereto and expressly made a part hereof.

SECTION 2. 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 8th day of October, 2026.

_____
KELL PALGUTA, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

Exhibit “A”

GPA26-001 StoneRidge Cell Tower

SURVEYOR NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO.: 5000015339 EFFECTIVE DATE: 06/02/2025.

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.

4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. 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.

LESSOR'S LEGAL DESCRIPTION

AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARCEL:

STONERIDGE GOLF COURSE PARCEL

A PARCEL OF LAND LYING WITHIN SECTIONS 26 AND 27, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 577.54 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 87 DEGREES, 28 MINUTES, 17 SECONDS WEST, A DISTANCE OF 294.62 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "CC" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 46.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "CC";

THENCE ALONG THE WEST LINE OF SAID TRACT "CC", SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 60.04 FEET;

THENCE NORTH 88 DEGREES, 06 MINUTES, 03 SECONDS WEST, A DISTANCE OF 851.98 FEET;

THENCE SOUTH 21 DEGREES, 32 MINUTES, 25 SECONDS WEST, A DISTANCE OF 193.77 FEET;

THENCE SOUTH 48 DEGREES, 00 MINUTES, 55 SECONDS EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 16 DEGREES, 43 MINUTES, 29 SECONDS WEST, A DISTANCE OF 93.88 FEET;

THENCE SOUTH 44 DEGREES, 32 MINUTES, 24 SECONDS WEST, A DISTANCE OF 88.00 FEET;

THENCE SOUTH 21 DEGREES, 32 MINUTES, 25 SECONDS WEST, A DISTANCE OF 183.39 FEET;

THENCE SOUTH 07 DEGREES, 13 MINUTES, 49 SECONDS WEST, A DISTANCE OF 60.73 FEET;

THENCE SOUTH 63 DEGREES, 05 MINUTES, 39 SECONDS WEST, A DISTANCE OF 52.66 FEET;

THENCE SOUTH 46 DEGREES, 26 MINUTES, 15 SECONDS WEST, A DISTANCE OF 278.00 FEET;

THENCE SOUTH 19 DEGREES, 24 MINUTES, 58 SECONDS EAST , A DISTANCE OF 220.70 FEET;

THENCE SOUTH 41 DEGREES, 30 MINUTES, 37 SECONDS WEST, A DISTANCE OF 117.24 FEET;

THENCE SOUTH 34 DEGREES, 47 MINUTES, 10 SECONDS WEST, A DISTANCE OF 639.20 FEET;

THENCE SOUTH 09 DEGREES, 20 MINUTES, 55 SECONDS EAST, A DISTANCE OF 23.37 FEET;

THENCE SOUTH 58 DEGREES, 52 MINUTES, 55 SECONDS WEST, A DISTANCE OF 39.86 FEET;

THENCE SOUTH 34 DEGREES, 47 MINUTES, 10 SECONDS WEST, A DISTANCE OF 157.36 FEET;

THENCE SOUTH 12 DEGREES, 54 MINUTES, 41 SECONDS WEST, A DISTANCE OF 233.36 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD BLACK CANYON HIGHWAY AS SHOWN IN BOOK 24 OF MAPS AND PLATS, PAGES 14-18, YAVAPAI COUNTY RECORDS;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 83 DEGREES, 48 MINUTES, 33 SECONDS WEST, A DISTANCE OF 248.54 FEET;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 82 DEGREES, 56 MINUTES, 50 SECONDS WEST, A DISTANCE OF 1514.86 FEET;

THENCE NORTH 24 DEGREES, 45 MINUTES, 50 SECONDS WEST, A DISTANCE OF 94.90 FEET;

THENCE NORTH 18 DEGREES, 11 MINUTES, 48 SECONDS EAST, A DISTANCE OF 92.84 FEET;

THENCE NORTH 02 DEGREES, 28 MINUTES, 16 SECONDS WEST, A DISTANCE OF 118.71 FEET;

THENCE SOUTH 87 DEGREES, 31 MINUTES, 40 SECONDS WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 02 DEGREES, 28 MINUTES, 16 SECONDS WEST, A DISTANCE OF 18.00 FEET;

THENCE NORTH 87 DEGREES, 31 MINUTES, 40 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 38 DEGREES, 26 MINUTES, 27 SECONDS EAST, A DISTANCE OF 134.70 FEET;

THENCE NORTH 05 DEGREES, 10 MINUTES, 27 SECONDS EAST, A DISTANCE OF 362.78 FEET;

THENCE NORTH 09 DEGREES, 00 MINUTES, 55 SECONDS WEST, A DISTANCE OF 38.31 FEET;

THENCE NORTH 34 DEGREES, 58 MINUTES, 54 SECONDS WEST, A DISTANCE OF 49.03 FEET;

THENCE NORTH 63 DEGREES, 06 MINUTES, 48 SECONDS EAST, A DISTANCE OF 22.56 FEET;

THENCE NORTH 09 DEGREES, 00 MINUTES, 55 SECONDS WEST, A DISTANCE OF 80.71 FEET;

THENCE NORTH 33 DEGREES, 30 MINUTES, 20 SECONDS WEST, A DISTANCE OF 78.50 FEET;

THENCE NORTH 14 DEGREES, 03 MINUTES, 14 SECONDS WEST, A DISTANCE OF 157.04 FEET;

THENCE NORTH 30 DEGREES, 30 MINUTES, 04 SECONDS EAST, A DISTANCE OF 97.30 FEET;

THENCE NORTH 21 DEGREES, 07 MINUTES, 16 SECONDS WEST, A DISTANCE OF 697.22 FEET;

THENCE NORTH 26 DEGREES, 41 MINUTES, 13 SECONDS WEST, A DISTANCE OF 200.50 FEET;

THENCE NORTH 50 DEGREES, 30 MINUTES, 24 SECONDS EAST, A DISTANCE OF 426.33 FEET;

THENCE NORTH 63 DEGREES, 18 MINUTES, 47 SECONDS EAST, A DISTANCE OF 291.95 FEET;

THENCE SOUTH 38 DEGREES, 58 MINUTES, 42 SECONDS EAST, A DISTANCE OF 251.99 FEET;

THENCE NORTH 87 DEGREES, 30 MINUTES, 44 SECONDS EAST, A DISTANCE OF 409.48 FEET;

THENCE NORTH 71 DEGREES, 06 MINUTES, 37 SECONDS EAST, A DISTANCE OF 587.69 FEET;

THENCE NORTH 01 DEGREES, 10 MINUTES, 32 SECONDS WEST, A DISTANCE OF 499.13 FEET;

THENCE NORTH 82 DEGREES, 14 MINUTES, 27 SECONDS WEST, A DISTANCE OF 220.00 FEET;

THENCE SOUTH 11 DEGREES, 00 MINUTES, 25 SECONDS WEST, A DISTANCE OF 81.61 FEET;

THENCE NORTH 35 DEGREES, 53 MINUTES, 07 SECONDS WEST, A DISTANCE OF 234.74 FEET;

THENCE NORTH 49 DEGREES, 26 MINUTES, 21 SECONDS EAST, A DISTANCE OF 453.52 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF STONERIDGE DRIVE AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1050.00 FEET CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 49 DEGREES, 26 MINUTES, 21 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 41 DEGREES, 11 MINUTES, 56 SECONDS, A DISTANCE OF 755.01 FEET, TO THE NORTHWEST CORNER OF TRACT "AA" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE SOUTH 05 DEGREES, 30 MINUTES, 43 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "AA";

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1050.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 08 DEGREES, 14 MINUTES, 26 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 02 DEGREES, 43 MINUTES, 42 SECONDS, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "AA";

THENCE NORTH 05 DEGREES, 29 MINUTES, 55 SECONDS EAST, A DISTANCE OF 49.88 FEET TO THE NORTHEAST CORNER OF SAID TRACT "AA", SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF SAID STONERIDGE DRIVE AND BEING THE BEGINNING OF A NON-TANGENT CURVE;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 06 DEGREES, 53 MINUTES, 43 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 43 DEGREES, 15 MINUTES, 19 SECONDS, A DISTANCE OF 509.59 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 775.00 FEET, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 46 DEGREES, 28 MINUTES, 01 SECONDS, A DISTANCE OF 628.53 FEET, TO THE CURVE’S END;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 86 DEGREES, 19 MINUTES, 00 SECONDS EAST, A DISTANCE OF 100.71 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 530.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 03 DEGREES, 40 MINUTES, 58 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 86 DEGREES, 30 MINUTES, 46 SECONDS, A DISTANCE OF 800.26 FEET, TO THE CURVE'S END;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 119.14 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 577.54 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 87 DEGREES, 28 MINUTES, 17 SECONDS WEST, A DISTANCE OF 294.62 FEET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "CC" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 46.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "CC";

THENCE ALONG THE WEST LINE OF SAID TRACT "CC", SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 60.04 FEET;

THENCE NORTH 88 DEGREES, 06 MINUTES, 03 SECONDS WEST, A DISTANCE OF 1365.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 25 DEGREES, 40 MINUTES, 22 SECONDS WEST, A DISTANCE OF 1010.73 FEET;

THENCE SOUTH 12 DEGREES, 24 MINUTES, 04 SECONDS EAST, A DISTANCE OF 280.03 FEET;

THENCE SOUTH 07 DEGREES, 04 MINUTES, 09 SECONDS EAST, A DISTANCE OF 102.03 FEET;

THENCE SOUTH 07 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 83.78 FEET;

THENCE SOUTH 88 DEGREES, 37 MINUTES, 54 SECONDS WEST, A DISTANCE OF 33.37 FEET;

THENCE SOUTH 05 DEGREES, 42 MINUTES, 29 SECONDS WEST, A DISTANCE OF 30.30 FEET;

THENCE SOUTH 47 DEGREES, 18 MINUTES, 06 SECONDS EAST, A DISTANCE OF 39.74 FEET;

THENCE SOUTH 07 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 234.38 FEET;

THENCE SOUTH 82 DEGREES, 40 MINUTES, 15 SECONDS WEST, A DISTANCE OF 122.13 FEET;

THENCE SOUTH 63 DEGREES, 38 MINUTES, 51 SECONDS WEST, A DISTANCE OF 73.46 FEET;

THENCE SOUTH 88 DEGREES, 33 MINUTES, 20 SECONDS WEST, A DISTANCE OF 233.54 FEET;

THENCE NORTH 84 DEGREES, 39 MINUTES, 54 SECONDS WEST, A DISTANCE OF 692.65 FEET;

THENCE SOUTH 84 DEGREES, 30 MINUTES, 35 SECONDS WEST, A DISTANCE OF 63.07 FEET;

THENCE NORTH 25 DEGREES, 23 MINUTES, 40 SECONDS WEST, A DISTANCE OF 346.22 FEET;

THENCE NORTH 27 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 178.79 FEET;

THENCE NORTH 25 DEGREES, 18 MINUTES, 51 SECONDS WEST, A DISTANCE OF 253.34 FEET;

THENCE NORTH 42 DEGREES, 23 MINUTES, 27 SECONDS EAST, A DISTANCE OF 132.37 FEET;

THENCE SOUTH 46 DEGREES, 23 MINUTES, 46 SECONDS EAST, A DISTANCE OF 54.25 FEET;

THENCE NORTH 55 DEGREES, 53 MINUTES, 03 SECONDS EAST, A DISTANCE OF 162.03 FEET;

THENCE NORTH 11 DEGREES, 52 MINUTES, 29 SECONDS WEST, A DISTANCE OF 250.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 225.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES, 46 MINUTES, 31 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 40 DEGREES, 58 MINUTES, 20 SECONDS, A DISTANCE OF 160.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH 17 DEGREES, 49 MINUTES, 14 SECONDS WEST, A DISTANCE OF 159.27 FEET;

THENCE NORTH 37 DEGREES, 01 MINUTES, 54 SECONDS WEST, A DISTANCE OF 279.63 FEET;

THENCE NORTH 52 DEGREES, 07 MINUTES, 54 SECONDS EAST, A DISTANCE OF 122.23 FEET;

THENCE SOUTH 75 DEGREES, 47 MINUTES, 43 SECONDS EAST, A DISTANCE OF 32.32 FEET;

THENCE SOUTH 24 DEGREES, 01 MINUTES, 36 SECONDS EAST, A DISTANCE OF 35.05 FEET;

THENCE SOUTH 69 DEGREES, 45 MINUTES, 32 SECONDS EAST, A DISTANCE OF 87.81 FEET;

THENCE NORTH 62 DEGREES, 27 MINUTES, 19 SECONDS EAST, A DISTANCE OF 55.21 FEET;

THENCE SOUTH 75 DEGREES, 47 MINUTES, 43 SECONDS EAST, A DISTANCE OF 337.23 FEET;

THENCE NORTH 56 DEGREES, 22 MINUTES, 30 SECONDS EAST, A DISTANCE OF 33.50 FEET;

THENCE SOUTH 88 DEGREES, 53 MINUTES, 56 SECONDS EAST, A DISTANCE OF 147.20 FEET;

THENCE SOUTH 54 DEGREES, 11 MINUTES, 33 SECONDS EAST, A DISTANCE OF 120.61 FEET;

THENCE SOUTH 88 DEGREES, 15 MINUTES, 11 SECONDS EAST, A DISTANCE OF 217.99 FEET;

THENCE NORTH 37 DEGREES, 22 MINUTES, 34 SECONDS EAST, A DISTANCE OF 477.86 FEET;

THENCE NORTH 45 DEGREES, 32 MINUTES, 16 SECONDS EAST, A DISTANCE OF 119.79 FEET;

THENCE NORTH 19 DEGREES, 03 MINUTES, 12 SECONDS WEST, A DISTANCE OF 159.34 FEET;

THENCE NORTH 46 DEGREES, 03 MINUTES, 33 SECONDS EAST, A DISTANCE OF 404.13 FEET;

THENCE SOUTH 50 DEGREES, 35 MINUTES, 15 SECONDS EAST, A DISTANCE OF 39.80 FEET;

THENCE SOUTH 51 DEGREES, 25 MINUTES, 01 SECONDS EAST, A DISTANCE OF 342.94 FEET;

THENCE SOUTH 60 DEGREES, 10 MINUTES, 58 SECONDS EAST, A DISTANCE OF 137.11 FEET;

THENCE SOUTH 25 DEGREES, 40 MINUTES, 22 SECONDS WEST, A DISTANCE OF 495.97 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27;

THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 676.26 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT OF WAY OF SLOW CREEK ROAD AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 105.63 FEET TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 12.00 FEET, CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 18.85 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF BLUFF TOP DRIVE AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 156.15 FEET TO THE SOUTHWEST CORNER OF STONERIDGE GOLF CLUBHOUSE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 43 OF MAPS AND PLATS, PAGE 71;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 416.00 FEET TO THE SOUTHEAST CORNER OF SAID STONERIDGE GOLF CLUBHOUSE;

THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 230.00 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID STONERIDGE GOLF CLUBHOUSE;

THENCE NORTH 46 DEGREES, 13 MINUTES, 31 SECONDS EAST, A DISTANCE OF 202.53 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID STONERIDGE GOLF CLUBHOUSE;

THENCE NORTH 62 DEGREES, 16 MINUTES, 54 SECONDS EAST, A DISTANCE OF 150.24 FEET TO THE MOST EASTERLY CORNER OF SAID STONERIDGE GOLF CLUBHOUSE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 98 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 49 DEGREES, 11 MINUTES, 59 SECONDS EAST, A DISTANCE OF 115.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 98;

THENCE NORTH 43 DEGREES, 59 MINUTES, 56 SECONDS EAST, A DISTANCE OF 211.79 FEET TO THE SOUTHWEST CORNER OF LOT 97 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 66 DEGREES, 00 MINUTES, 07 SECONDS EAST, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 97;

THENCE NORTH 65 DEGREES, 28 MINUTES, 15 SECONDS EAST, A DISTANCE OF 75.80 FEET TO THE SOUTHWEST CORNER OF LOT 95 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 57 DEGREES, 50 MINUTES, 09 SECONDS EAST, A DISTANCE OF 89.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 95;

THENCE NORTH 47 DEGREES, 12 MINUTES, 48 SECONDS EAST, A DISTANCE OF 77.89 FEET TO A POINT ON THE SOUTH LINE OF LOT 93 OF SAID STONERIDGE UNIT 1;

THENCE ALONG SAID SOUTH LINE, SOUTH 38 DEGREES, 49 MINUTES, 18 SECONDS EAST, A DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF LOT 92 OF SAID STONERIDGE UNIT 1;

THENCE SOUTH 63 DEGREES, 35 MINUTES, 36 SECONDS EAST, A DISTANCE OF 90.48 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 92;

THENCE NORTH 89 DEGREES, 16 MINUTES, 39 SECONDS EAST, A DISTANCE OF 198.88 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF LOT 91 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 57 DEGREES, 01 MINUTES, 56 SECONDS EAST, A DISTANCE OF 249.94 FEET TO THE SOUTHWEST CORNER OF LOT 89 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 65 DEGREES, 27 MINUTES, 20 SECONDS EAST, A DISTANCE OF 127.74 FEET TO THE SOUTHEAST CORNER OF SAID LOT 89;

THENCE NORTH 75 DEGREES, 09 MINUTES, 13 SECONDS EAST, A DISTANCE OF 285.00 FEET TO THE SOUTHWEST CORNER OF LOT 86 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 85 DEGREES, 05 MINUTES, 44 SECONDS EAST, A DISTANCE OF 160.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 86;

THENCE NORTH 03 DEGREES, 48 MINUTES, 22 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 86;

THENCE NORTH 03 DEGREES, 15 MINUTES, 40 SECONDS WEST, A DISTANCE OF 459.62 FEET TO THE SOUTHEAST CORNER OF LOT 63 OF SAID STONERIDGE UNIT 1;

THENCE ALONG THE EAST LINE OF SAID LOT 63, NORTH 00 DEGREES, 10 MINUTES, 31 SECONDS EAST, A DISTANCE OF 106.31 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 26;

THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SOUTH 89 DEGREES, 49 MINUTES, 29 SECONDS EAST, A DISTANCE OF 289.12 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SOUTH 89 DEGREES, 49 MINUTES, 07 SECONDS EAST, A DISTANCE OF 1144.02 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 15 DEGREES, 17 MINUTES, 21 SECONDS EAST, A DISTANCE OF 123.49 FEET;

THENCE SOUTH 29 DEGREES, 38 MINUTES, 34 SECONDS WEST, A DISTANCE OF 536.64 FEET;

THENCE SOUTH 53 DEGREES, 59 MINUTES, 44 SECONDS WEST, A DISTANCE OF 614.62 FEET;

THENCE SOUTH 57 DEGREES, 39 MINUTES, 17 SECONDS WEST, A DISTANCE OF 307.13 FEET;

THENCE SOUTH 26 DEGREES, 01 MINUTES, 12 SECONDS WEST, A DISTANCE OF 35.26 FEET;

THENCE SOUTH 83 DEGREES, 19 MINUTES, 52 SECONDS WEST, A DISTANCE OF 42.69 FEET;

THENCE SOUTH 57 DEGREES, 39 MINUTES, 17 SECONDS WEST, A DISTANCE OF 296.31 FEET;

THENCE SOUTH 13 DEGREES, 09 MINUTES, 50 SECONDS WEST, A DISTANCE OF 288.09 FEET;

THENCE SOUTH 25 DEGREES, 14 MINUTES, 30 SECONDS WEST, A DISTANCE OF 43.80 FEET;

THENCE SOUTH 35 DEGREES, 22 MINUTES, 48 SECONDS EAST, A DISTANCE OF 60.04 FEET;

THENCE SOUTH 10 DEGREES, 17 MINUTES, 36 SECONDS EAST, A DISTANCE OF 149.57 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD BLACK CANYON HIGHWAY;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 54 DEGREES, 36 MINUTES, 48 SECONDS WEST, A DISTANCE OF 276.26 FEET;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 20 DEGREES, 50 MINUTES, 02 SECONDS WEST, A DISTANCE OF 194.45 FEET;

THENCE NORTH 45 DEGREES, 36 MINUTES, 23 SECONDS WEST, A DISTANCE OF 35.14 FEET;

THENCE NORTH 03 DEGREES, 30 MINUTES, 06 SECONDS WEST, A DISTANCE OF 49.43 FEET;

THENCE NORTH 20 DEGREES, 50 MINUTES, 02 SECONDS WEST, A DISTANCE OF 360.93 FEET;

THENCE NORTH 84 DEGREES, 37 MINUTES, 39 SECONDS WEST, A DISTANCE OF 256.35 FEET;

THENCE SOUTH 65 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 175.90 FEET;

THENCE SOUTH 07 DEGREES, 56 MINUTES, 51 SECONDS WEST, A DISTANCE OF 454.83 FEET;

THENCE SOUTH 77 DEGREES, 53 MINUTES, 10 SECONDS WEST, A DISTANCE OF 427.31 FEET;

THENCE SOUTH 66 DEGREES, 10 MINUTES, 54 SECONDS WEST, A DISTANCE OF 93.14 FEET;

THENCE SOUTH 67 DEGREES, 24 MINUTES, 52 SECONDS WEST, A DISTANCE OF 58.17 FEET;

THENCE SOUTH 79 DEGREES, 32 MINUTES, 58 SECONDS WEST, A DISTANCE OF 119.61 FEET;

THENCE SOUTH 69 DEGREES, 42 MINUTES, 23 SECONDS WEST, A DISTANCE OF 293.29 FEET;

THENCE NORTH 30 DEGREES, 11 MINUTES, 59 SECONDS WEST, A DISTANCE OF 71.24 FEET;

THENCE NORTH 89 DEGREES, 45 MINUTES, 18 SECONDS WEST, A DISTANCE OF 450.50 FEET;

THENCE SOUTH 00 DEGREES, 24 MINUTES, 50 SECONDS WEST, A DISTANCE OF 572.44 FEET;

THENCE SOUTH 40 DEGREES, 00 MINUTES, 56 SECONDS EAST, A DISTANCE OF 253.11 FEET;

THENCE NORTH 49 DEGREES, 59 MINUTES, 04 SECONDS EAST, A DISTANCE OF 29.43 FEET;

THENCE NORTH 64 DEGREES, 34 MINUTES, 26 SECONDS EAST, A DISTANCE OF 212.81 FEET;

THENCE SOUTH 25 DEGREES, 25 MINUTES, 34 SECONDS EAST, A DISTANCE OF 49.04 FEET, TO SAID NORTH RIGHT OF WAY LINE;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 68 DEGREES, 3 MINUTES, 42 SECONDS WEST, A DISTANCE OF 84.03 FEET;

THENCE SOUTH 56 DEGREES, 21 MINUTES, 41 SECONDS WEST, A DISTANCE OF 295.40 FEET;

THENCE SOUTH 42 DEGREES, 38 MINUTES, 55 SECONDS WEST, A DISTANCE OF 169.27 FEET;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 47 DEGREES, 21 MINUTES, 09 SECONDS WEST, A DISTANCE OF 122.80 FEET TO THE BEGINNING OF A CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 07 DEGREES, 56 MINUTES, 22 SECONDS, A DISTANCE OF 93.53 FEET TO THE WEST LINE OF SAID SECTION, AND A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF 39 DEGREES, 36 MINUTES, 31 SECONDS, A DISTANCE OF 466.63 FEET TO THE CURVE'S END;

THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 467.23 FEET;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 66.50 FEET;

THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 90.65 FEET TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 12.00 FEET, CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 18.85 FEET TO THE CURVE'S END;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 186.40 FEET, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH: (PARENT PARCEL) APN: 103-61-001

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 02 DEGREES, 31 MINUTES, 25 SECONDS WEST, A DISTANCE OF 453.47 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 87 DEGREES, 28 MINUTES, 35 SECONDS EAST, A DISTANCE OF 379.82 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID OLD BLACK CANYON HIGHWAY AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 56 DEGREES, 21 MINUTES, 41 SECONDS EAST, A DISTANCE OF 224.24 FEET;

THENCE NORTH 68 DEGREES, 03 MINUTES, 42 SECONDS EAST, A DISTANCE OF 319.65 FEET;

THENCE NORTH 69 DEGREES, 46 MINUTES, 50 SECONDS EAST, A DISTANCE OF 1106.22 FEET;

THENCE NORTH 54 DEGREES, 36 MINUTES, 48 SECONDS EAST, A DISTANCE OF 1156.61 FEET;

THENCE NORTH 69 DEGREES, 20 MINUTES, 33 SECONDS EAST, A DISTANCE OF 74.56 FEET ;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 32 DEGREES, 33 MINUTES, 34 SECONDS EAST, A DISTANCE OF 249.13 FEET;

THENCE SOUTH 82 DEGREES, 13 MINUTES, 14 SECONDS EAST, A DISTANCE OF 207.34 FEET;

THENCE NORTH 83 DEGREES, 05 MINUTES, 36 SECONDS EAST, A DISTANCE OF 240.89 FEET;

THENCE NORTH 86 DEGREES, 48 MINUTES, 10 SECONDS EAST, A DISTANCE OF 236.25 FEET ;

THENCE SOUTH 52 DEGREES, 02 MINUTES, 14 SECONDS EAST, A DISTANCE OF 542.62 FEET ;

THENCE SOUTH 48 DEGREES, 58 MINUTES, 47 SECONDS WEST, A DISTANCE OF 382.62 FEET;

THENCE SOUTH 74 DEGREES, 52 MINUTES, 15 SECONDS WEST, A DISTANCE OF 413.08 FEET ;

THENCE NORTH 82 DEGREES, 38 MINUTES, 53 SECONDS WEST, A DISTANCE OF 217.63 FEET ;

THENCE NORTH 56 DEGREES, 54 MINUTES, 00 SECONDS WEST, A DISTANCE OF 307.55 FEET;

THENCE SOUTH 71 DEGREES, 39 MINUTES, 37 SECONDS WEST, A DISTANCE OF 1658.31 FEET;

THENCE SOUTH 60 DEGREES, 28 MINUTES, 05 SECONDS WEST, A DISTANCE OF 560.76 FEET;

THENCE NORTH 82 DEGREES, 48 MINUTES, 40 SECONDS WEST, A DISTANCE OF 402.00 FEET;

THENCE NORTH 52 DEGREES, 28 MINUTES, 50 SECONDS WEST, A DISTANCE OF 194.83 FEET TO THE TRUE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY CONVEYED TO UNIVEST-STONERIDGE GOLF, LLC, AN ARIZONA LIMITED LIABILITY COMPANY FROM STONERIDGE GOLF COURSE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND STONERIDGE-PRESCOTT VALLEY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED DATED AUGUST 19, 2011 AND RECORDED AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 434.

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

PINNACLE
CONSULTING, INC.
Construction - Project Management - Site Development

1426 N. MARVIN STREET # 101
GILBERT, AZ 85233

FIELD BY:	CEF
DRAWN BY:	JMM
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	11/05/25	FINAL
1	10/15/25	REVISION
0	07/01/25	PRELIMINARY

RLF
CONSULTING
LAND SURVEY • MAPPING SOLUTIONS
WWW.RLFCONSULTING.COM • 480-445-9189

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L.
FIDLER
Date Signed 11/05/25
ARIZONA, U.S.A.

REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RLF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

PROJECT No.
2500426

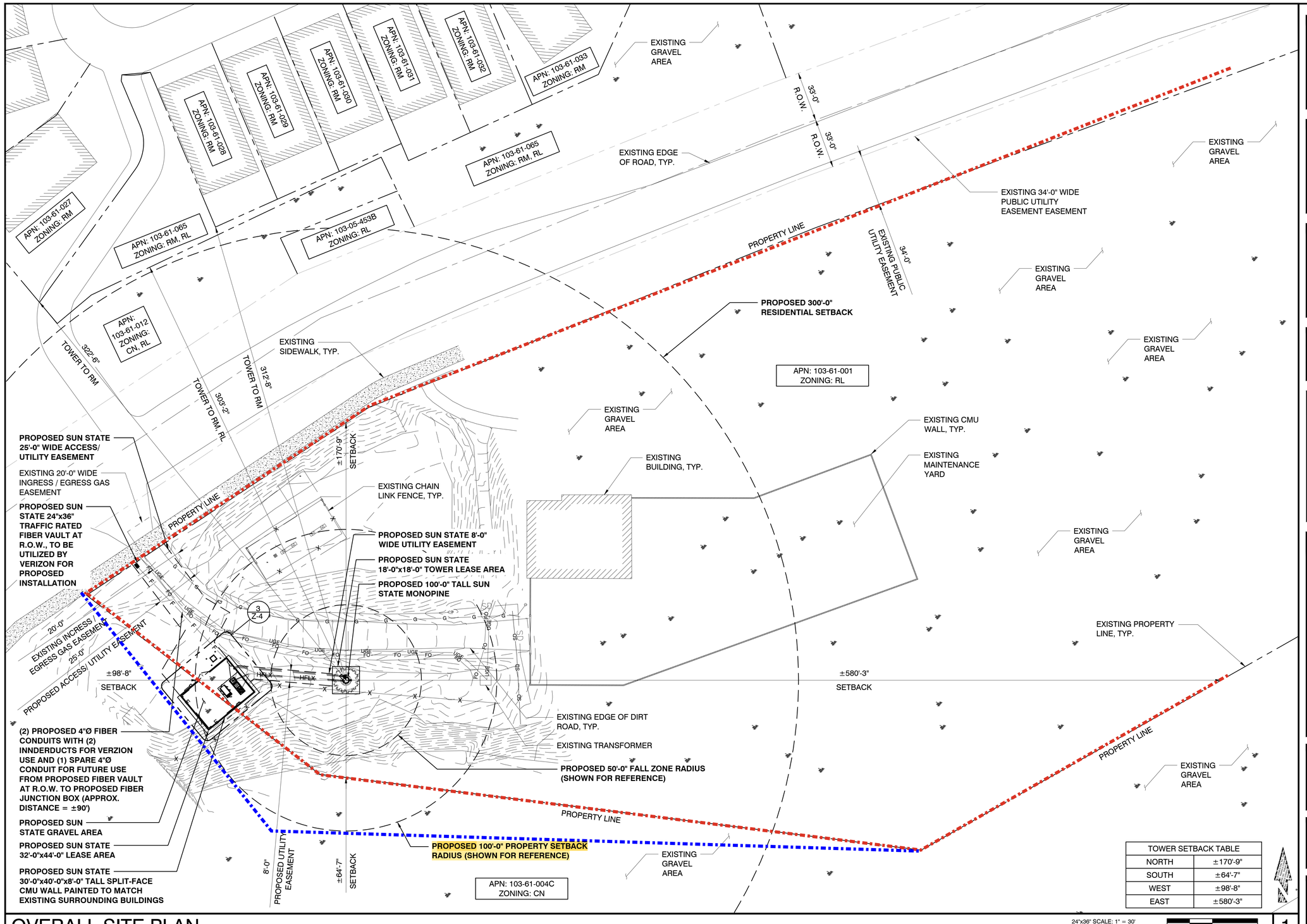
SITE NAME:
AZ09-228 SLICE
(AZ2 STONERIDGE)

SITE ADDRESS:
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314

SHEET TITLE:
LEGAL

SHEET NO.
LS-4

REVISION:



TOWER SETBACK TABLE	
NORTH	±170'-9"
SOUTH	±64'-7"
WEST	±98'-8"
EAST	±580'-3"

24"x36" SCALE: 1" = 30'
11"x17" SCALE: 1" = 60'
30' 15' 0' 30'

OVERALL SITE PLAN

1

PREPARED FOR

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER

verizon
2600 W. GERONIMO PL., CHANDLER, AZ 85224
PHONE: (480) 777-4360
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION

PINNACLE CONSULTING, INC
Site Acquisition | Engineering | Construction
1426 NORTH MARVIN STREET # 101
GILBERT, AZ 85233

PROJECT NO:	AZ09-228
DRAWN BY:	M.G.
CHECKED BY:	KF

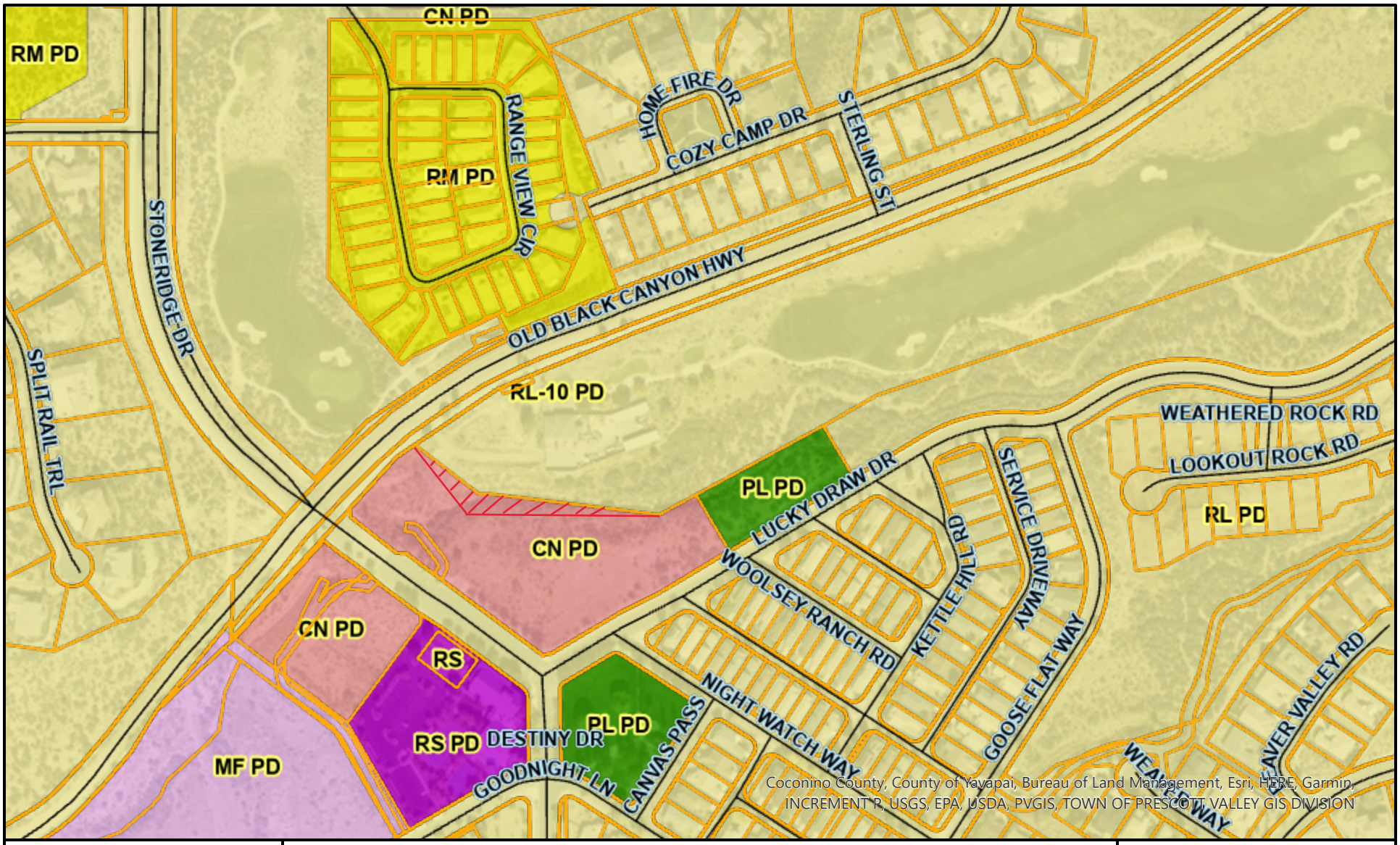
REV	DATE	DESCRIPTION	BY
A	10/29/25	FINAL ZONING	M.G.

FINAL FOR ZONING ONLY

AZ09-228 SLICE / AZ2 STONERIDGE
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
Z-1



PRESCOTT VALLEY

9/14/2026

StoneRidge Cell Tower Location

STREETS
PARCELS
PARCELS_ROW

ZONING
CN
MF
PL
RL
RM
RS

N
W E
S

0 0.02 0.04 0.08 mi

SUN STATE
TOWERS

AZ09-228 SLICE / AZ2 STONERIDGE

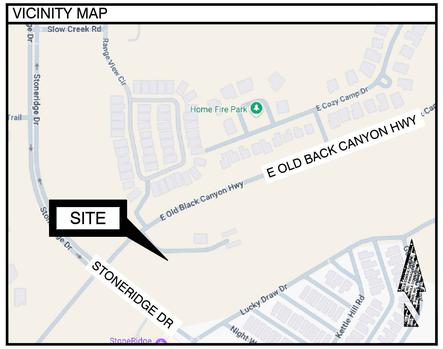
APN: 103-61-001

7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SITE DIRECTIONS

DEPART 1426 N MARVIN ST, GILBERT, AZ 85233, TURN LEFT ONTO W MERRILL AVE. TURN LEFT ONTO N COOPER RD. ROAD NAME CHANGES TO S STAPLEY DR. TURN LEFT ONTO US-60 W TOWARD US-60 WEST. TAKE THE RAMP ON THE RIGHT FOR I-10 / US-60 WEST AND HEAD TOWARD PHOENIX. AT EXIT 150A, BEAR RIGHT ONTO I-17 N / US-60 W TOWARD FLAGSTAFF / I-10 WEST TRUCK ROUTE / I-17 NORTH / US-60 WEST. AT EXIT 262, HEAD RIGHT ON THE RAMP FOR AZ-69 NORTH TOWARD PRESCOTT. KEEP LEFT, HEADING TOWARD PRESCOTT. TURN LEFT ONTO N STONERIDGE DR. TURN LEFT ONTO E OLD BLACK CANYON HWY. ARRIVE AT 7061 OLD BLACK CANYON HWY.

VICINITY MAP



PROJECT DESCRIPTION

SCOPE OF WORK

- INSTALL PROPOSED 100'-0" SUN STATE TOWERS MONOPINE
- INSTALL PROPOSED 25'-0"x40'-0"x8'-0" TALL SPLIT-FACE CMU WALL PAINTED TO MATCH EXISTING SURROUNDING BUILDINGS
- INSTALL PROPOSED ANTENNA MOUNT (DESIGN BY OTHERS)
- INSTALL [12] PROPOSED PANEL ANTENNAS
- INSTALL [12] PROPOSED REMOTE RADIO HEADS
- INSTALL PROPOSED OVP-12
- INSTALL [2] PROPOSED 6X12 HYBRID CABLES
- INSTALL PROPOSED DOG HOUSE
- INSTALL PROPOSED 4'-0"x8'-0" CONCRETE PAD
- INSTALL PROPOSED 4'-0"x12'-0" CONCRETE PAD
- INSTALL PROPOSED RF CABINET
- INSTALL PROPOSED POWER CABINET
- INSTALL PROPOSED GPS ANTENNA
- INSTALL PROPOSED 30KW DIESEL BACK-UP GENERATOR
- INSTALL [9] PROPOSED 4"Ø UNDERGROUND CONDUITS
- INSTALL PROPOSED ELECTRICAL SERVICE
- INSTALL PROPOSED TELCO SERVICE

SHEET INDEX

T-1	PROJECT INFORMATION
LS-1	SURVEY BOUNDARY
LS-2	SURVEY DETAIL
LS-3	SURVEY INFORMATION
LS-4	LEGAL
Z-1	OVERALL SITE PLAN
Z-2	EXISTING SITE PLAN
Z-3	PROPOSED SITE PLAN
Z-4	PROPOSED ENLARGED SITE PLAN & ANTENNA PLAN
Z-5	ELEVATIONS
Z-6	ELEVATIONS

CONTACT INFORMATION

CLIENT / TOWER OWNER:
SUN STATE TOWERS
1426 N. MARVIN STREET #101
GILBERT, AZ 85233
CONTACT: CHAD WARD
PHONE: [602] 463-9514

PROPERTY OWNER:
UNIVEST-STONERIDGE GOLF LLC
10611 N HAYDEN RD, STE D-105
SCOTTSDALE, AZ 85260
CONTACT: TOM LOWE
PHONE: [480] 363-1648

CARRIER:
VERIZON WIRELESS
2600 W. GERONIMO PL.
CHANDLER, AZ 85224
CONTACT: LUCYANA MARQUEZ
PHONE: [480] 490-8818

SITE ACQUISITION:
PINNACLE CONSULTING, INC.
1426 N. MARVIN STREET #101
GILBERT, AZ 85233
CONTACT: MICHELLE JOHNSON
PHONE: [480] 664-9588 ext. 230

ENGINEER:
PINNACLE CONSULTING, INC.
1426 N. MARVIN STREET #101
GILBERT, AZ 85233
ENGINEER: KYLE FORTIN, PE
PHONE: [623] 217-4235

PROJECT DATA

ZONING:	RL
PARCEL #:	103-61-001
USE:	UNMANNED COMMUNICATIONS
NEW LEASE AREA:	1408 SQ. FT
JURISDICTION:	TOWN OF PRESCOTT VALLEY
GOVERNING CODES:	2018 IBC, 2018 IFC, 2018 IMC, 2017 NEC

ALL BUILDING CODES LISTED ABOVE SHALL INCLUDE AMENDMENTS BY THE GOVERNING JURISDICTION

COORDINATES

TOWER COORDINATES:

LATITUDE	34.563229°	34° 33' 47.624" N [NAD83]
LONGITUDE	-112.341214°	-112° 20' 28.369" W [NAD83]
GROUND ELEVATION		5195' [NAVD88]

FIBER MMP (MEET ME POINT) COORDINATES:

LATITUDE	34.563436°	34° 33' 48.368" N [NAD83]
LONGITUDE	-112.341675°	-112° 20' 30.031" W [NAD83]

GENERAL NOTES

1. THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE HEALTH AND SAFETY STANDARDS FOR ELECTROMAGNETIC FIELD EMISSIONS AS ESTABLISHED BY THE FEDERAL COMMUNICATIONS COMMISSION OR ANY SUCCESSOR THEREOF, AND ANY OTHER FEDERAL OR STATE AGENCY.
2. THIS WIRELESS TELECOMMUNICATIONS FACILITY WILL MEET THE REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION REGARDING PHYSICAL AND ELECTROMAGNETIC INTERFERENCE.
3. LIGHTING OR SIGNS WILL BE PROVIDED ONLY AS REQUIRED BY FEDERAL OR STATE AGENCIES.
4. DEVELOPMENT AND CONSTRUCTION OF THIS PROJECT WILL COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.
5. EXISTING PARKING IS NOT AFFECTED BY THIS PROJECT.
6. THIS PROJECT DOES NOT INCLUDE WATER OR SEWER.
7. THIS PROJECT INCLUDES C-BAND INSTALLATION.

APPROVALS

[RF]: _____ DATE: _____

[CONST.]: _____ DATE: _____

[RE]: _____ DATE: _____

LANDLORD: _____ DATE: _____

PREPARED FOR
SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER
verizon
2600 W. GERONIMO PL., CHANDLER, AZ 85224
PHONE: (480) 777-4360
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION
PINNACLE CONSULTING, INC
Site Acquisition | Engineering | Construction
1426 NORTH MARVIN STREET # 101
GILBERT, AZ 85233

PROJECT NO:	AZ09-228
DRAWN BY:	M.G.
CHECKED BY:	KF

REV	DATE	DESCRIPTION	BY
0	11/06/25	FINAL ZONING	M.G.

FINAL
FOR ZONING
ONLY

AZ09-228 SLICE /
AZ2 STONERIDGE

7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SHEET TITLE
PROJECT INFORMATION

SHEET NUMBER
T-1

SCHEDULE B EXCEPTIONS

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. (NOT A SURVEY MATTER)

2. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)

3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND. (NON-PLOTTABLE)

4. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS. (NON-PLOTTABLE)

5. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (NON-PLOTTABLE)

6. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)

7. TAXES FOR THE YEAR 2025 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE AND PAYABLE. (NOT A SURVEY MATTER)

8. RIGHT-OF-WAY GRANT IN FAVOR OF CITIZENS UTILITIES COMPANY, ARIZONA GAS DIVISION, ITS SUCCESSORS AND ASSIGNS SET FORTH IN INSTRUMENT RECORDED ON MAY 25, 1994 IN DEED BOOK 2836, PAGE 870. (AS SHOWN ON SURVEY)

9. RESTATED DEVELOPMENT AGREEMENT DATED JULY 1, 2000, BY AND BETWEEN THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., AS TRUSTEE UNDER TRUST NOS. 4578 AND SUNCOR DEVELOPMENT COMPANY, AN ARIZONA CORPORATION, RECORDED ON NOVEMBER 20, 2000 IN DEED BOOK 3794, PAGE 237.

   ASSIGNMENT AND ASSUMPTION OF RESTATED DEVELOPMENT AGREEMENT (STONERIDGE) FROM SUNCOR DEVELOPMENT COMPANY, AN ARIZONA CORPORATION ASSIGNED TO UNIVEST-STONERIDGE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY DATED AUGUST 23, 2011 AND RECORDED ON AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 436.

   AMENDMENT NO. 1 TO RESTATED DEVELOPMENT AGREEMENT DATED AUGUST 23, 2011 AND RECORDED ON AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 438. (BLANKET IN NATURE)

10. ROADWAY SLOPE EASEMENT IN FAVOR OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA SET FORTH IN INSTRUMENT RECORDED ON FEBRUARY 1, 2001 IN DEED BOOK 3808, PAGE 804.

    RATIFICATION OF TOWN OF PRESCOTT VALLEY SLOPE EASEMENT DATED FEBRUARY 23, 2001 AND RECORDED ON FEBRUARY 26, 2001 IN DEED BOOK 3813, PAGE 411. (DOES NOT AFFECT SURVEY AREA)

11. COMMUNITY CHARTER FOR STONERIDGE RECORDED ON JULY 2, 2001 IN DEED BOOK 3844, PAGE 225.

    ASSIGNMENT AND ASSUMPTION OF FOUNDER'S RIGHTS AND OBLIGATIONS (STONERIDGE) COMMUNITY CHARTER FOR STONERIDGE FROM STONERIDGE-PRESCOTT VALLEY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY ASSIGNED TO UNIVEST-STONERIDGE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY DATED AUGUST 23, 2011 AND RECORDED ON AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 435.

    FIRST AMENDMENT TO BY-LAWS OF STONERIDGE AT PRESCOTT VALLEY COMMUNITY ASSOCIATION, INC., RECORDED ON MAY 21, 2012 IN DEED BOOK 4881, PAGE 731. (NON-PLOTTABLE)

12. DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (STONERIDGE COMMUNITY FACILITIES DISTRICT) DATED NOVEMBER 1, 2001, BY AND BETWEEN THE TOWN OF PRESCOTT VALLEY, ARIZONA, A MUNICIPALITY DULY INCORPORATED AND VALIDLY EXISTING PURSUANT TO THE LAWS OF THE STATE OF ARIZONA, STONERIDGE COMMUNITY FACILITIES DISTRICT, A COMMUNITY FACILITIES DISTRICT FORMED BY THE MUNICIPALITY, AND DULY ORGANIZED AND VALIDLY EXISTING, PURSUANT TO THE LAWS OF THE STATE OF ARIZONA, FIRST AMERICAN TITLE INSURANCE AGENCY OF YAVAPAI, INC., AN ARIZONA CORPORATION, AS TRUSTEE UNDER TRUSTS NOS. 4295, 4297, 4398 AND 4579, STONERIDGE - PRESCOTT VALLEY L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND SUNCOR DEVELOPMENT COMPANY, AN ARIZONA CORPORATION, RECORDED ON JANUARY 17, 2002 IN DEED BOOK 3894, PAGE 366.

    ASSIGNMENT OF ASSUMPTION OF DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (STONERIDGE COMMUNITY FACILITIES DISTRICT) FROM STONERIDGE-PRESCOTT VALLEY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND SUNCOR DEVELOPMENT COMPANY, AN ARIZONA CORPORATION ASSIGNED TO UNIVEST-STONERIDGE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY DATED AUGUST 23, 2011 AND RECORDED ON AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 437.

    FIRST AMENDMENT TO DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT (STONERIDGE COMMUNITY FACILITIES DISTRICT) DATED AUGUST 23, 2011 AND RECORDED ON AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 439. (DOES NOT AFFECT SURVEY AREA)

13. DECLARATION OF RESTRICTIONS RECORDED ON FEBRUARY 15, 2002 IN DEED BOOK 3902, PAGE 5.

    FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS GOLF COURSE RECORDED ON FEBRUARY 27, 2003 IN DEED BOOK 4006, PAGE 335; RE-RECORDED ON MAY 21, 2003 IN DEED BOOK 4033, PAGE 810.

    AMENDMENT TO DECLARATION OF RESTRICTIONS FOR GOLF COURSE USE DATED AUGUST 22, 2013 AND RECORDED ON AUGUST 23, 2013 IN DEED BOOK 4977, PAGE 387. (BLANKET IN NATURE)

13. DECLARATION OF RESTRICTIONS RECORDED ON FEBRUARY 15, 2002 IN DEED BOOK 3902, PAGE 5.

    FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS GOLF COURSE RECORDED ON FEBRUARY 27, 2003 IN DEED BOOK 4006, PAGE 335; RE-RECORDED ON MAY 21, 2003 IN DEED BOOK 4033, PAGE 810.

    AMENDMENT TO DECLARATION OF RESTRICTIONS FOR GOLF COURSE USE DATED AUGUST 22, 2013 AND RECORDED ON AUGUST 23, 2013 IN DEED BOOK 4977, PAGE 387. (BLANKET IN NATURE)

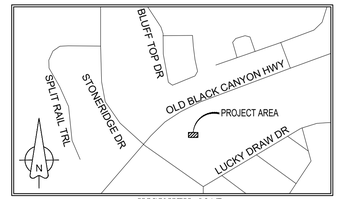
14. UTILITY EASEMENT IN FAVOR OF CITIZENS COMMUNICATIONS COMPANY, A DELAWARE CORPORATION SET FORTH IN INSTRUMENT RECORDED ON MAY 3, 2002 IN DEED BOOK 3923, PAGE 820. (AS SHOWN ON SURVEY)

15. SEWER EASEMENT IN FAVOR OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA SET FORTH IN INSTRUMENT RECORDED ON SEPTEMBER 19, 2011 IN DEED BOOK 4834, PAGE 704. (DOES NOT AFFECT SURVEY AREA)

16. SEWER EASEMENT IN FAVOR OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA SET FORTH IN INSTRUMENT RECORDED ON SEPTEMBER 19, 2011 IN DEED BOOK 4834, PAGE 707. (AS SHOWN ON SURVEY)

17. EASEMENT FOR ENCROACHMENT IN FAVOR OF ROB S. JOHNSON SET FORTH IN INSTRUMENT RECORDED ON FEBRUARY 1, 2016 IN INSTRUMENT NO. 2016-0004744. (DOES NOT AFFECT SURVEY AREA)

18. DEED OF TRUST (WITH ASSIGNMENT OF RENTS AND SECURITY AGREEMENT) FROM UNIVEST-STONERIDGE GOLF, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, GRANTOR(S), TO FIRST AMERICAN TITLE COMPANY, TRUSTEE(S), IN FAVOR OF TJ & KM HOLDING LIMITED PARTNERSHIP, AN ARIZONA LIMITED PARTNERSHIP, DATED SEPTEMBER 2, 2013, AND RECORDED SEPTEMBER 18, 2013 IN DEED BOOK 4982, PAGE 223, IN THE ORIGINAL AMOUNT OF $3,200,000.00. (BLANKET IN NATURE)



VICINITY MAP
N.T.S.

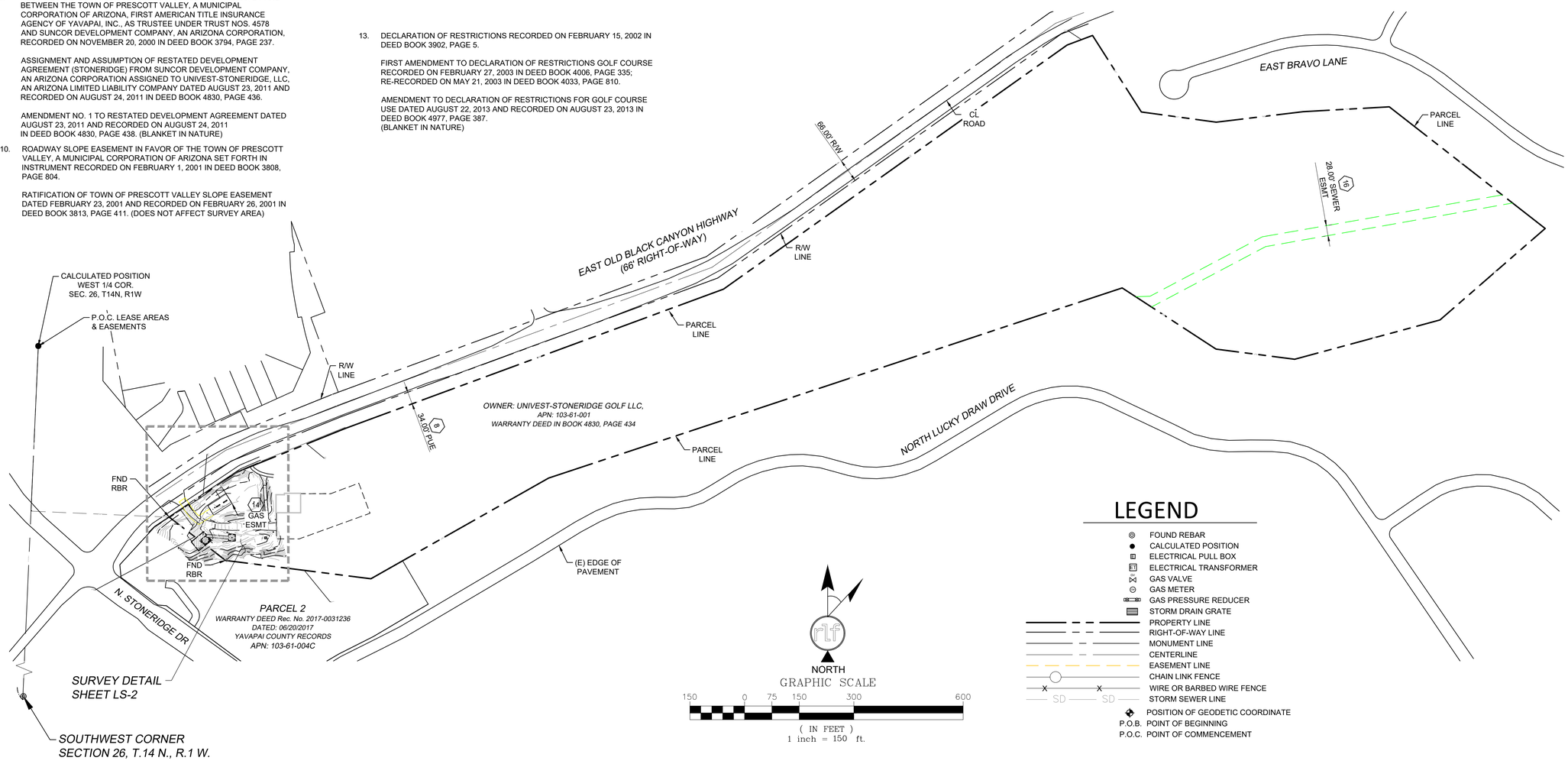
FLOOD ZONE DESIGNATION

THE PROPOSED LEASE PREMISES SHOWN HEREON APPEAR TO BE WITHIN FLOOD ZONE "X" AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM MAP NO. 04025C2079H DATED 08/24/2021.

FLOOD ZONE "X" IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN; DETERMINED TO BE OUTSIDE THE 1% AND 0.2% ANNUAL CHANCE FLOODPLAINS.

PROJECT META DATA

1. ELEVATIONS SHOWN HEREON ARE REPRESENTED IN *NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)* ESTABLISHED FROM GPS DERIVED ELLIPSOID HEIGHTS, APPLYING GEOID 18B SEPARATIONS CONSTRAINING TO NGS CORS STATIONS PROVIDED IN THE "ONLINE POSITIONING USER SERVICE" (OPUS) SOLUTION FOR THIS SPECIFIC SITE.
2. BEARINGS SHOWED HEREON ARE BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM *ARIZONA STATE PLANE COORDINATE ZONE CENTRAL*, DETERMINED BY GPS OBSERVATIONS.
3. FIELD WORK FOR THIS PROJECT WAS PERFORMED ON 06/24/25.



NORTH

GRAPHIC SCALE

150 0 75 150 300 600

(IN FEET)
1 inch = 150 ft.

LEGEND

- FOUND REBAR
- CALCULATED POSITION
- ELECTRICAL PULL BOX
- ELECTRICAL TRANSFORMER
- GAS VALVE
- GAS METER
- GAS PRESSURE REDUCER
- STORM DRAIN GRATE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- MONUMENT LINE
- CENTERLINE
- EASEMENT LINE
- CHAIN LINK FENCE
- WIRE OR BARBED WIRE FENCE
- STORM SEWER LINE
- POSITION OF GEODETIC COORDINATE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

PINNACLE CONSULTING, INC.
Construction - Project Management - Site Development
1426 N. MARVIN STREET # 101
GILBERT, AZ 85233

FIELD BY:	CEF
DRAWN BY:	JMM
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	11/05/25	FINAL
1	10/15/25	REVISION
0	07/01/25	PRELIMINARY

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LAND SURVEY • MAPPING SOLUTIONS
WWW.RLFCONSULTING.COM • 480-445-9180

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
44007
RYAN L. FIDLER
EXPIRES 11/30/25
ARIZONA, U.S.A.

REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RLF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

PROJECT No.
2500426

SITE NAME:
AZ09-228 SLICE
(AZ2 STONERIDGE)

SITE ADDRESS:
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314

SHEET TITLE:
SURVEY BOUNDARY

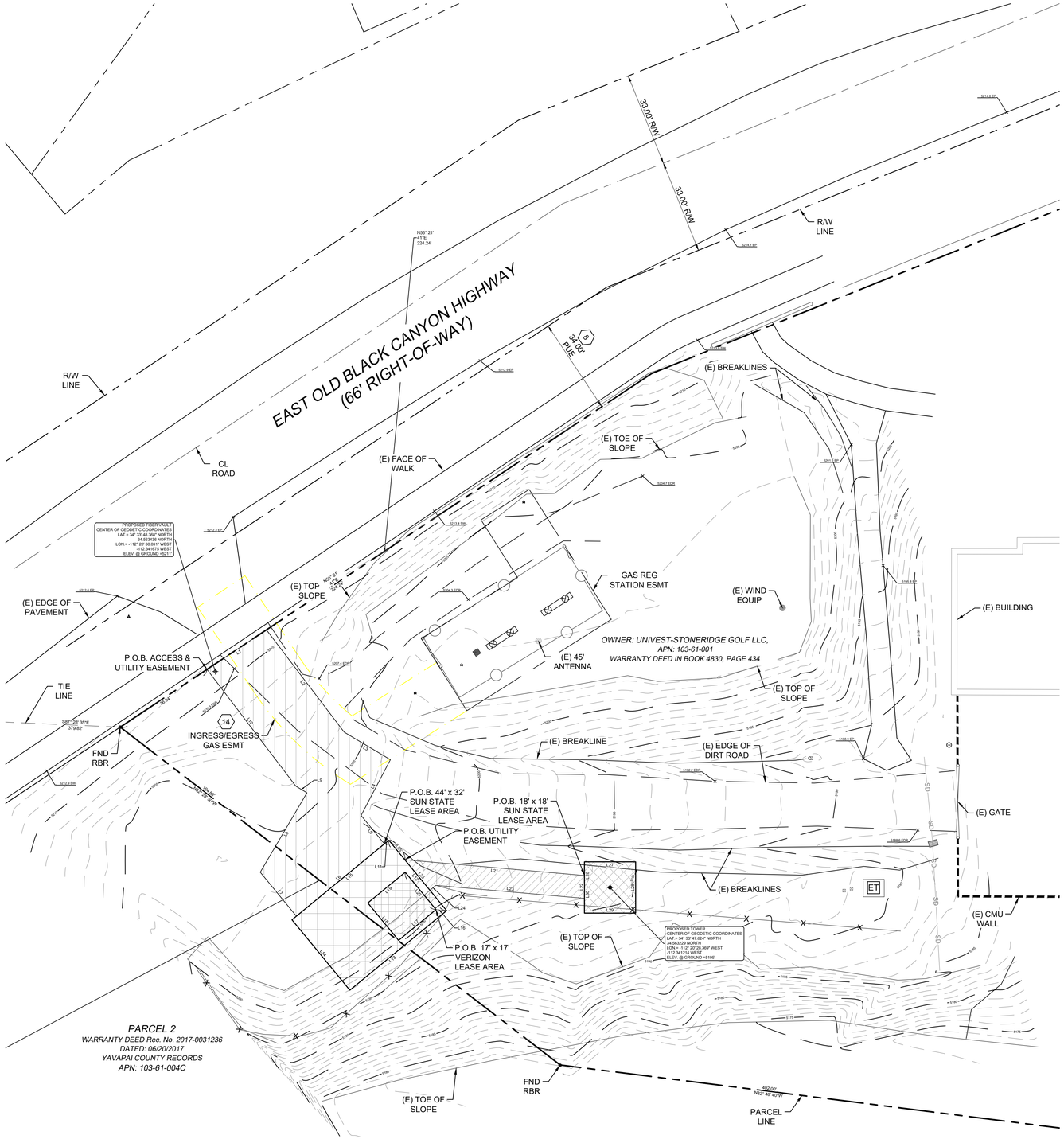
SHEET NO.	REVISION:
LS-1	

LEGEND

- FOUND REBAR
- CALCULATED POSITION
- ELECTRICAL PULL BOX
- ELECTRICAL TRANSFORMER
- GAS VALVE
- GAS METER
- GAS PRESSURE REDUCER
- STORM DRAIN GRATE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
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- CHAIN LINK FENCE
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- STORM SEWER LINE
- POSITION OF GEODETIC COORDINATE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.05	N56° 21' 41"E
L2	45.11	S37° 14' 54"E
L3	18.91	S59° 12' 02"E
L4	22.15	S27° 42' 49"W
L5	12.90	S39° 25' 05"E
L6	40.00	S50° 34' 55"W
L7	20.00	N39° 25' 05"W
L8	32.35	N30° 28' 29"E
L9	4.55	N59° 12' 02"W
L10	51.53	N37° 14' 54"W
L11	2.00	N50° 34' 55"E
L12	32.00	S39° 25' 05"E
L13	44.00	S50° 34' 55"W
L14	32.00	N39° 25' 05"W
L15	42.00	N50° 34' 55"E

LINE TABLE		
LINE	LENGTH	BEARING
L16	3.77	N84° 24' 43"W
L17	17.00	S50° 34' 55"W
L18	17.00	N39° 25' 05"W
L19	17.00	N50° 34' 55"E
L20	17.00	S39° 25' 05"E
L21	63.32	S84° 58' 29"E
L22	8.03	S0° 00' 00"E
L23	52.36	N84° 58' 29"W
L24	2.73	S49° 57' 15"W
L25	13.91	N39° 25' 05"W
L26	4.81	N0° 00' 00"E
L27	18.00	N90° 00' 00"E
L28	18.00	S0° 00' 00"E
L29	18.00	N90° 00' 00"W
L30	13.19	N0° 00' 00"E



NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 ft.

SUN STATE TOWERS
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FIELD BY:	CEF
DRAWN BY:	JMM
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REVISIONS

NO.	DATE	DESCRIPTION
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REGISTERED LAND SURVEYOR
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PROJECT No.
2500426

SITE NAME:
AZ09-228 SLICE
(AZ2 STONERIDGE)

SITE ADDRESS:
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314

SHEET TITLE:
SURVEY DETAIL

SHEET NO.	REVISION:
LS-2	

SUN STATE ACCESS & UTILITY EASEMENT DESCRIPTION

A TRACT OF LAND BEING A PORTION OF STONERIDGE GOLF COURSE PARCEL AS DESCRIBED IN WARRANTY DEED DATED AUGUST 19, 2011 AND RECORDED AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 434, AND A PORTION OF PARCEL 2 AS DESCRIBED IN WARRANTY DEED WITH RECEPTION NO. 2017-0031236 AND DATED JUNE 15, 2017 AND RECORDED DATE JUNE 20, 2017, LYING WITHIN SECTION 26, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 02° 31'25" WEST, A DISTANCE OF 2591.47 FEET; THENCE SOUTH 02° 31'25" WEST ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 453.47 FEET; THENCE DEPARTING SAID WEST LINE SECTION 26 SOUTH 87°28'35", A DISTANCE OF 379.82 FEET TO A FOUND REBAR; THENCE NORTH 56°21'41" EAST, A DISTANCE OF 36.64 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 56°21'41" EAST, A DISTANCE OF 25.05 FEET;
THENCE SOUTH 37°14'54" EAST, A DISTANCE OF 45.11 FEET;
THENCE SOUTH 59°12'02" EAST, A DISTANCE OF 18.91 FEET;
THENCE SOUTH 27°42'49" WEST, A DISTANCE OF 22.15 FEET;
THENCE SOUTH 39°25'05" EAST, A DISTANCE OF 12.90 FEET;
THENCE SOUTH 50°34'55" WEST, A DISTANCE OF 40.00 FEET;
THENCE NORTH 39°25'05" WEST, A DISTANCE OF 20.00 FEET;
THENCE NORTH 30°28'29" EAST, A DISTANCE OF 32.35 FEET;
THENCE NORTH 59°12'02" WEST, A DISTANCE OF 4.55 FEET;
THENCE NORTH 37°14'54" WEST, A DISTANCE OF 51.53 FEET TO THE POINT OF BEGINNING.

SUN STATE 44' x 32' LEASE AREA DESCRIPTION

A TRACT OF LAND BEING A PORTION OF STONERIDGE GOLF COURSE PARCEL AS DESCRIBED IN WARRANTY DEED DATED AUGUST 19, 2011 AND RECORDED AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 434, AND A PORTION OF PARCEL 2 AS DESCRIBED IN WARRANTY DEED WITH RECEPTION NO. 2017-0031236 AND DATED JUNE 15, 2017 AND RECORDED DATE JUNE 20, 2017, LYING WITHIN SECTION 26, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 02° 31'25" WEST, A DISTANCE OF 2591.47 FEET; THENCE SOUTH 02° 31'25" WEST ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 453.47 FEET; THENCE DEPARTING SAID WEST LINE SECTION 26 SOUTH 87°28'35", A DISTANCE OF 379.82 FEET TO A FOUND REBAR; THENCE NORTH 56°21'41" EAST, A DISTANCE OF 36.64 FEET;
THENCE NORTH 56°21'41" EAST, A DISTANCE OF 25.05 FEET;
THENCE SOUTH 37°14'54" EAST, A DISTANCE OF 45.11 FEET;
THENCE SOUTH 59°12'02" EAST, A DISTANCE OF 18.91 FEET;
THENCE SOUTH 27°42'49" WEST, A DISTANCE OF 22.15 FEET;
THENCE SOUTH 39°25'05" EAST, A DISTANCE OF 12.90 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 50°34'55" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 39°25'05" EAST, A DISTANCE OF 32.00 FEET;
THENCE SOUTH 50°34'55" WEST, A DISTANCE OF 44.00 FEET;
THENCE NORTH 39°25'05" WEST, A DISTANCE OF 32.00 FEET;
THENCE NORTH 50°34'55" EAST, A DISTANCE OF 42.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1408 SQUARE FEET OR 0.032 ACRES, MORE OR LESS.

SUN STATE UTILITY EASEMENT DESCRIPTION

A TRACT OF LAND BEING A PORTION OF STONERIDGE GOLF COURSE PARCEL AS DESCRIBED IN WARRANTY DEED DATED AUGUST 19, 2011 AND RECORDED AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 434, LYING WITHIN SECTION 26, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 02° 31'25" WEST, A DISTANCE OF 2591.47 FEET; THENCE SOUTH 02° 31'25" WEST ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 453.47 FEET; THENCE DEPARTING SAID WEST LINE SECTION 26 SOUTH 87°28'35", A DISTANCE OF 379.82 FEET TO A FOUND REBAR; THENCE NORTH 56°21'41" EAST, A DISTANCE OF 36.64 FEET;
THENCE NORTH 56°21'41" EAST, A DISTANCE OF 25.05 FEET;
THENCE SOUTH 37°14'54" EAST, A DISTANCE OF 45.11 FEET;
THENCE SOUTH 59°12'02" EAST, A DISTANCE OF 18.91 FEET;
THENCE SOUTH 27°42'49" WEST, A DISTANCE OF 22.15 FEET;
THENCE SOUTH 39°25'05" EAST, A DISTANCE OF 12.90 FEET;
THENCE NORTH 50°34'55" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 39°25'05" EAST, A DISTANCE OF 8.85 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 84°58'29" EAST, A DISTANCE OF 63.32 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 8.03 FEET;
THENCE NORTH 84°58'29" WEST, A DISTANCE OF 52.36 FEET;
THENCE SOUTH 49°57'15" WEST, A DISTANCE OF 2.73 FEET;
THENCE NORTH 39°25'05" WEST, A DISTANCE OF 13.91 FEET TO THE POINT OF BEGINNING.

SUN STATE 18' x 18' LEASE AREA DESCRIPTION

A TRACT OF LAND BEING A PORTION OF STONERIDGE GOLF COURSE PARCEL AS DESCRIBED IN WARRANTY DEED DATED AUGUST 19, 2011 AND RECORDED AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 434, LYING WITHIN SECTION 26, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 02° 31'25" WEST, A DISTANCE OF 2591.47 FEET; THENCE SOUTH 02° 31'25" WEST ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 453.47 FEET; THENCE DEPARTING SAID WEST LINE SECTION 26 SOUTH 87°28'35", A DISTANCE OF 379.82 FEET TO A FOUND REBAR; THENCE NORTH 56°21'41" EAST, A DISTANCE OF 36.64 FEET;
THENCE NORTH 56°21'41" EAST, A DISTANCE OF 25.05 FEET;
THENCE SOUTH 37°14'54" EAST, A DISTANCE OF 45.11 FEET;
THENCE SOUTH 59°12'02" EAST, A DISTANCE OF 18.91 FEET;
THENCE SOUTH 27°42'49" WEST, A DISTANCE OF 22.15 FEET;
THENCE SOUTH 39°25'05" EAST, A DISTANCE OF 12.90 FEET;
THENCE NORTH 50°34'55" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 39°25'05" EAST, A DISTANCE OF 8.85 FEET;
THENCE SOUTH 84°58'29" EAST, A DISTANCE OF 63.32 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 4.81 FEET;
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 18.00 FEET;
THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 18.00 FEET;
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 18.00 FEET;
THENCE NORTH 00°00'00" EAST, A DISTANCE OF 13.19 FEET TO THE POINT OF BEGINNING.

CONTAINING 324 SQUARE FEET OR 0.007 ACRES, MORE OR LESS.

VERIZON 17' x 17' LEASE AREA DESCRIPTION

A TRACT OF LAND BEING A PORTION OF STONERIDGE GOLF COURSE PARCEL AS DESCRIBED IN WARRANTY DEED DATED AUGUST 19, 2011 AND RECORDED AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 434, LYING WITHIN SECTION 26, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, WHICH THE SOUTHWEST CORNER OF SAID SECTION BEARS SOUTH 02° 31'25" WEST, A DISTANCE OF 2591.47 FEET; THENCE SOUTH 02° 31'25" WEST ALONG THE WEST LINE OF SAID SECTION 26, A DISTANCE OF 453.47 FEET; THENCE DEPARTING SAID WEST LINE SECTION 26 SOUTH 87°28'35", A DISTANCE OF 379.82 FEET TO A FOUND REBAR; THENCE NORTH 56°21'41" EAST, A DISTANCE OF 36.64 FEET;
THENCE NORTH 56°21'41" EAST, A DISTANCE OF 25.05 FEET;
THENCE SOUTH 37°14'54" EAST, A DISTANCE OF 45.11 FEET;
THENCE SOUTH 59°12'02" EAST, A DISTANCE OF 18.91 FEET;
THENCE SOUTH 27°42'49" WEST, A DISTANCE OF 22.15 FEET;
THENCE SOUTH 39°25'05" EAST, A DISTANCE OF 12.90 FEET;
THENCE NORTH 50°34'55" EAST, A DISTANCE OF 2.00 FEET;
THENCE SOUTH 39°25'05" EAST, A DISTANCE OF 32.00 FEET;
THENCE SOUTH 50°34'55" WEST, A DISTANCE OF 44.00 FEET;
THENCE NORTH 39°25'05" WEST, A DISTANCE OF 32.00 FEET;
THENCE NORTH 84°24'43" WEST, A DISTANCE OF 3.77 FEET TO THE POINT OF BEGINNING;

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

PINNACLE CONSULTING, INC.
Construction - Project Management - Site Development
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GILBERT, AZ 85233

FIELD BY:	CEF
DRAWN BY:	JMM
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	11/05/25	FINAL
1	10/15/25	REVISION
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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PROJECT No.
2500426

SITE NAME:
AZ09-228 SLICE
(AZ2 STONERIDGE)

SITE ADDRESS:
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314

SHEET TITLE:
SURVEY INFORMATION

SHEET NO.	REVISION:
LS-3	

SURVEYOR NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO.: 5000015339 EFFECTIVE DATE: 06/02/2025.
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.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. 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.

LESSOR'S LEGAL DESCRIPTION

AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARCEL:

STONERIDGE GOLF COURSE PARCEL

A PARCEL OF LAND LYING WITHIN SECTIONS 26 AND 27, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 577.54 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 87 DEGREES, 28 MINUTES, 17 SECONDS WEST, A DISTANCE OF 294.62 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "CC" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 46.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "CC";

THENCE ALONG THE WEST LINE OF SAID TRACT "CC", SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 60.04 FEET;

THENCE NORTH 88 DEGREES, 06 MINUTES, 03 SECONDS WEST, A DISTANCE OF 851.98 FEET;

THENCE SOUTH 21 DEGREES, 32 MINUTES, 25 SECONDS WEST, A DISTANCE OF 193.77 FEET;

THENCE SOUTH 48 DEGREES, 00 MINUTES, 55 SECONDS EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 16 DEGREES, 43 MINUTES, 29 SECONDS WEST, A DISTANCE OF 93.88 FEET;

THENCE SOUTH 44 DEGREES, 32 MINUTES, 24 SECONDS WEST, A DISTANCE OF 88.00 FEET;

THENCE SOUTH 21 DEGREES, 32 MINUTES, 25 SECONDS WEST, A DISTANCE OF 183.39 FEET;

THENCE SOUTH 07 DEGREES, 13 MINUTES, 49 SECONDS WEST, A DISTANCE OF 60.73 FEET;

THENCE SOUTH 63 DEGREES, 05 MINUTES, 39 SECONDS WEST, A DISTANCE OF 52.66 FEET;

THENCE SOUTH 46 DEGREES, 26 MINUTES, 15 SECONDS WEST, A DISTANCE OF 278.00 FEET;

THENCE SOUTH 19 DEGREES, 24 MINUTES, 58 SECONDS EAST , A DISTANCE OF 220.70 FEET;

THENCE SOUTH 41 DEGREES, 30 MINUTES, 37 SECONDS WEST, A DISTANCE OF 117.24 FEET;

THENCE SOUTH 34 DEGREES, 47 MINUTES, 10 SECONDS WEST, A DISTANCE OF 639.20 FEET;

THENCE SOUTH 09 DEGREES, 20 MINUTES, 55 SECONDS EAST, A DISTANCE OF 23.37 FEET;

THENCE SOUTH 58 DEGREES, 52 MINUTES, 55 SECONDS WEST, A DISTANCE OF 39.86 FEET;

THENCE SOUTH 34 DEGREES, 47 MINUTES, 10 SECONDS WEST, A DISTANCE OF 157.36 FEET;

THENCE SOUTH 12 DEGREES, 54 MINUTES, 41 SECONDS WEST, A DISTANCE OF 233.36 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD BLACK CANYON HIGHWAY AS SHOWN IN BOOK 24 OF MAPS AND PLATS, PAGES 14-18, YAVAPAI COUNTY RECORDS;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 83 DEGREES, 48 MINUTES, 33 SECONDS WEST, A DISTANCE OF 248.54 FEET;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 82 DEGREES, 56 MINUTES, 50 SECONDS WEST, A DISTANCE OF 1514.86 FEET;

THENCE NORTH 24 DEGREES, 45 MINUTES, 50 SECONDS WEST, A DISTANCE OF 94.90 FEET;

THENCE NORTH 18 DEGREES, 11 MINUTES, 48 SECONDS EAST, A DISTANCE OF 92.84 FEET;

THENCE NORTH 02 DEGREES, 28 MINUTES, 16 SECONDS WEST, A DISTANCE OF 118.71 FEET;

THENCE SOUTH 87 DEGREES, 31 MINUTES, 40 SECONDS WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 02 DEGREES, 28 MINUTES, 16 SECONDS WEST, A DISTANCE OF 18.00 FEET;

THENCE NORTH 87 DEGREES, 31 MINUTES, 40 SECONDS EAST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 38 DEGREES, 26 MINUTES, 27 SECONDS EAST, A DISTANCE OF 134.70 FEET;

THENCE NORTH 05 DEGREES, 10 MINUTES, 27 SECONDS EAST, A DISTANCE OF 362.78 FEET;

THENCE NORTH 09 DEGREES, 00 MINUTES, 55 SECONDS WEST, A DISTANCE OF 38.31 FEET;

THENCE NORTH 34 DEGREES, 58 MINUTES, 54 SECONDS WEST, A DISTANCE OF 49.03 FEET;

THENCE NORTH 63 DEGREES, 06 MINUTES, 48 SECONDS EAST, A DISTANCE OF 22.56 FEET;

THENCE NORTH 09 DEGREES, 00 MINUTES, 55 SECONDS WEST, A DISTANCE OF 80.71 FEET;

THENCE NORTH 33 DEGREES, 30 MINUTES, 20 SECONDS WEST, A DISTANCE OF 78.50 FEET;

THENCE NORTH 14 DEGREES, 03 MINUTES, 14 SECONDS WEST, A DISTANCE OF 157.04 FEET;

THENCE NORTH 30 DEGREES, 30 MINUTES, 04 SECONDS EAST, A DISTANCE OF 97.30 FEET;

THENCE NORTH 21 DEGREES, 07 MINUTES, 16 SECONDS WEST, A DISTANCE OF 697.22 FEET;

THENCE NORTH 26 DEGREES, 41 MINUTES, 13 SECONDS WEST, A DISTANCE OF 200.50 FEET;

THENCE NORTH 50 DEGREES, 30 MINUTES, 24 SECONDS EAST, A DISTANCE OF 426.33 FEET;

THENCE NORTH 63 DEGREES, 18 MINUTES, 47 SECONDS EAST, A DISTANCE OF 291.95 FEET;

THENCE SOUTH 38 DEGREES, 58 MINUTES, 42 SECONDS EAST, A DISTANCE OF 251.99 FEET;

THENCE NORTH 87 DEGREES, 30 MINUTES, 44 SECONDS EAST, A DISTANCE OF 409.48 FEET;

THENCE NORTH 71 DEGREES, 06 MINUTES, 37 SECONDS EAST, A DISTANCE OF 587.69 FEET;

THENCE NORTH 01 DEGREES, 10 MINUTES, 32 SECONDS WEST, A DISTANCE OF 499.13 FEET;

THENCE NORTH 82 DEGREES, 14 MINUTES, 27 SECONDS WEST, A DISTANCE OF 220.00 FEET;

THENCE SOUTH 11 DEGREES, 00 MINUTES, 25 SECONDS WEST, A DISTANCE OF 81.61 FEET;

THENCE NORTH 35 DEGREES, 53 MINUTES, 07 SECONDS WEST, A DISTANCE OF 234.74 FEET;

THENCE NORTH 49 DEGREES, 26 MINUTES, 21 SECONDS EAST, A DISTANCE OF 453.52 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF STONERIDGE DRIVE AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1050.00 FEET CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 49 DEGREES, 26 MINUTES, 21 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 41 DEGREES, 11 MINUTES, 56 SECONDS, A DISTANCE OF 755.01 FEET, TO THE NORTHWEST CORNER OF TRACT "AA" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE SOUTH 05 DEGREES, 30 MINUTES, 43 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "AA";

THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1050.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 08 DEGREES, 14 MINUTES, 26 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 02 DEGREES, 43 MINUTES, 42 SECONDS, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "AA";

THENCE NORTH 05 DEGREES, 29 MINUTES, 55 SECONDS EAST, A DISTANCE OF 49.88 FEET TO THE NORTHEAST CORNER OF SAID TRACT "AA", SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF SAID STONERIDGE DRIVE AND BEING THE BEGINNING OF A NON-TANGENT CURVE;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 06 DEGREES, 53 MINUTES, 43 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 43 DEGREES, 15 MINUTES, 19 SECONDS, A DISTANCE OF 509.59 FEET, TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 775.00 FEET, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 46 DEGREES, 28 MINUTES, 01 SECONDS, A DISTANCE OF 628.53 FEET, TO THE CURVE’S END;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 86 DEGREES, 19 MINUTES, 00 SECONDS EAST, A DISTANCE OF 100.71 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 530.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 03 DEGREES, 40 MINUTES, 58 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 86 DEGREES, 30 MINUTES, 46 SECONDS, A DISTANCE OF 800.26 FEET, TO THE CURVE'S END;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 119.14 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 577.54 FEET;

THENCE LEAVING SAID EAST LINE, NORTH 87 DEGREES, 28 MINUTES, 17 SECONDS WEST, A DISTANCE OF 294.62 FEET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "CC" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 46.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "CC";

THENCE ALONG THE WEST LINE OF SAID TRACT "CC", SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 60.04 FEET;

THENCE NORTH 88 DEGREES, 06 MINUTES, 03 SECONDS WEST, A DISTANCE OF 1365.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 25 DEGREES, 40 MINUTES, 22 SECONDS WEST, A DISTANCE OF 1010.73 FEET;

THENCE SOUTH 12 DEGREES, 24 MINUTES, 04 SECONDS EAST, A DISTANCE OF 280.03 FEET;

THENCE SOUTH 07 DEGREES, 04 MINUTES, 09 SECONDS EAST, A DISTANCE OF 102.03 FEET;

THENCE SOUTH 07 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 83.78 FEET;

THENCE SOUTH 88 DEGREES, 37 MINUTES, 54 SECONDS WEST, A DISTANCE OF 33.37 FEET;

THENCE SOUTH 05 DEGREES, 42 MINUTES, 29 SECONDS WEST, A DISTANCE OF 30.30 FEET;

THENCE SOUTH 47 DEGREES, 18 MINUTES, 06 SECONDS EAST, A DISTANCE OF 39.74 FEET;

THENCE SOUTH 07 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 234.38 FEET;

THENCE SOUTH 82 DEGREES, 40 MINUTES, 15 SECONDS WEST, A DISTANCE OF 122.13 FEET;

THENCE SOUTH 63 DEGREES, 38 MINUTES, 51 SECONDS WEST, A DISTANCE OF 73.46 FEET;

THENCE SOUTH 88 DEGREES, 33 MINUTES, 20 SECONDS WEST, A DISTANCE OF 233.54 FEET;

THENCE NORTH 84 DEGREES, 39 MINUTES, 54 SECONDS WEST, A DISTANCE OF 692.65 FEET;

THENCE SOUTH 84 DEGREES, 30 MINUTES, 35 SECONDS WEST, A DISTANCE OF 63.07 FEET;

THENCE NORTH 25 DEGREES, 23 MINUTES, 40 SECONDS WEST, A DISTANCE OF 346.22 FEET;

THENCE NORTH 27 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 178.79 FEET;

THENCE NORTH 25 DEGREES, 18 MINUTES, 51 SECONDS WEST, A DISTANCE OF 253.34 FEET;

THENCE NORTH 42 DEGREES, 23 MINUTES, 27 SECONDS EAST, A DISTANCE OF 132.37 FEET;

THENCE SOUTH 46 DEGREES, 23 MINUTES, 46 SECONDS EAST, A DISTANCE OF 54.25 FEET;

THENCE NORTH 55 DEGREES, 53 MINUTES, 03 SECONDS EAST, A DISTANCE OF 162.03 FEET;

THENCE NORTH 11 DEGREES, 52 MINUTES, 29 SECONDS WEST, A DISTANCE OF 250.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 225.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES, 46 MINUTES, 31 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 40 DEGREES, 58 MINUTES, 20 SECONDS, A DISTANCE OF 160.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH 17 DEGREES, 49 MINUTES, 14 SECONDS WEST, A DISTANCE OF 159.27 FEET;

THENCE NORTH 37 DEGREES, 01 MINUTES, 54 SECONDS WEST, A DISTANCE OF 279.63 FEET;

THENCE NORTH 52 DEGREES, 07 MINUTES, 54 SECONDS EAST, A DISTANCE OF 122.23 FEET;

THENCE SOUTH 75 DEGREES, 47 MINUTES, 43 SECONDS EAST, A DISTANCE OF 32.32 FEET;

THENCE SOUTH 24 DEGREES, 01 MINUTES, 36 SECONDS EAST, A DISTANCE OF 35.05 FEET;

THENCE SOUTH 69 DEGREES, 45 MINUTES, 32 SECONDS EAST, A DISTANCE OF 87.81 FEET;

THENCE NORTH 62 DEGREES, 27 MINUTES, 19 SECONDS EAST, A DISTANCE OF 55.21 FEET;

THENCE SOUTH 75 DEGREES, 47 MINUTES, 43 SECONDS EAST, A DISTANCE OF 337.23 FEET;

THENCE NORTH 56 DEGREES, 22 MINUTES, 30 SECONDS EAST, A DISTANCE OF 33.50 FEET;

THENCE SOUTH 88 DEGREES, 53 MINUTES, 56 SECONDS EAST, A DISTANCE OF 147.20 FEET;

THENCE SOUTH 54 DEGREES, 11 MINUTES, 33 SECONDS EAST, A DISTANCE OF 120.61 FEET;

THENCE SOUTH 88 DEGREES, 15 MINUTES, 11 SECONDS EAST, A DISTANCE OF 217.99 FEET;

THENCE NORTH 37 DEGREES, 22 MINUTES, 34 SECONDS EAST, A DISTANCE OF 477.86 FEET;

THENCE NORTH 45 DEGREES, 32 MINUTES, 16 SECONDS EAST, A DISTANCE OF 119.79 FEET;

THENCE NORTH 19 DEGREES, 03 MINUTES, 12 SECONDS WEST, A DISTANCE OF 159.34 FEET;

THENCE NORTH 46 DEGREES, 03 MINUTES, 33 SECONDS EAST, A DISTANCE OF 404.13 FEET;

THENCE SOUTH 50 DEGREES, 35 MINUTES, 15 SECONDS EAST, A DISTANCE OF 39.80 FEET;

THENCE SOUTH 51 DEGREES, 25 MINUTES, 01 SECONDS EAST, A DISTANCE OF 342.94 FEET;

THENCE SOUTH 60 DEGREES, 10 MINUTES, 58 SECONDS EAST, A DISTANCE OF 137.11 FEET;

THENCE SOUTH 25 DEGREES, 40 MINUTES, 22 SECONDS WEST, A DISTANCE OF 495.97 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27;

THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 676.26 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT OF WAY OF SLOW CREEK ROAD AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 105.63 FEET TO THE BEGINNING OF A CURVE;

THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 12.00 FEET, CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 18.85 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF BLUFF TOP DRIVE AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;

THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 156.15 FEET TO THE SOUTHWEST CORNER OF STONERIDGE GOLF CLUBHOUSE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 43 OF MAPS AND PLATS, PAGE 71;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 416.00 FEET TO THE SOUTHEAST CORNER OF SAID STONERIDGE GOLF CLUBHOUSE;

THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 230.00 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID STONERIDGE GOLF CLUBHOUSE;

THENCE NORTH 46 DEGREES, 13 MINUTES, 31 SECONDS EAST, A DISTANCE OF 202.53 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID STONERIDGE GOLF CLUBHOUSE;

THENCE NORTH 62 DEGREES, 16 MINUTES, 54 SECONDS EAST, A DISTANCE OF 150.24 FEET TO THE MOST EASTERLY CORNER OF SAID STONERIDGE GOLF CLUBHOUSE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 98 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 49 DEGREES, 11 MINUTES, 59 SECONDS EAST, A DISTANCE OF 115.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 98;

THENCE NORTH 43 DEGREES, 59 MINUTES, 56 SECONDS EAST, A DISTANCE OF 211.79 FEET TO THE SOUTHWEST CORNER OF LOT 97 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 66 DEGREES, 00 MINUTES, 07 SECONDS EAST, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 97;

THENCE NORTH 65 DEGREES, 28 MINUTES, 15 SECONDS EAST, A DISTANCE OF 75.80 FEET TO THE SOUTHWEST CORNER OF LOT 95 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 57 DEGREES, 50 MINUTES, 09 SECONDS EAST, A DISTANCE OF 89.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 95;

THENCE NORTH 47 DEGREES, 12 MINUTES, 48 SECONDS EAST, A DISTANCE OF 77.89 FEET TO A POINT ON THE SOUTH LINE OF LOT 93 OF SAID STONERIDGE UNIT 1;

THENCE ALONG SAID SOUTH LINE, SOUTH 38 DEGREES, 49 MINUTES, 18 SECONDS EAST, A DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF LOT 92 OF SAID STONERIDGE UNIT 1;

THENCE SOUTH 63 DEGREES, 35 MINUTES, 36 SECONDS EAST, A DISTANCE OF 90.48 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 92;

THENCE NORTH 89 DEGREES, 16 MINUTES, 39 SECONDS EAST, A DISTANCE OF 198.88 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF LOT 91 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 57 DEGREES, 01 MINUTES, 56 SECONDS EAST, A DISTANCE OF 249.94 FEET TO THE SOUTHWEST CORNER OF LOT 89 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 65 DEGREES, 27 MINUTES, 20 SECONDS EAST, A DISTANCE OF 127.74 FEET TO THE SOUTHEAST CORNER OF SAID LOT 89;

THENCE NORTH 75 DEGREES, 09 MINUTES, 13 SECONDS EAST, A DISTANCE OF 285.00 FEET TO THE SOUTHWEST CORNER OF LOT 86 OF SAID STONERIDGE UNIT 1;

THENCE NORTH 85 DEGREES, 05 MINUTES, 44 SECONDS EAST, A DISTANCE OF 160.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 86;

THENCE NORTH 03 DEGREES, 48 MINUTES, 22 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 86;

THENCE NORTH 03 DEGREES, 15 MINUTES, 40 SECONDS WEST, A DISTANCE OF 459.62 FEET TO THE SOUTHEAST CORNER OF LOT 63 OF SAID STONERIDGE UNIT 1;

THENCE ALONG THE EAST LINE OF SAID LOT 63, NORTH 00 DEGREES, 10 MINUTES, 31 SECONDS EAST, A DISTANCE OF 106.31 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 26;

THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SOUTH 89 DEGREES, 49 MINUTES, 29 SECONDS EAST, A DISTANCE OF 289.12 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 26;

THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SOUTH 89 DEGREES, 49 MINUTES, 07 SECONDS EAST, A DISTANCE OF 1144.02 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 15 DEGREES, 17 MINUTES, 21 SECONDS EAST, A DISTANCE OF 123.49 FEET;

THENCE SOUTH 29 DEGREES, 38 MINUTES, 34 SECONDS WEST, A DISTANCE OF 536.64 FEET;

THENCE SOUTH 53 DEGREES, 59 MINUTES, 44 SECONDS WEST, A DISTANCE OF 614.62 FEET;

THENCE SOUTH 57 DEGREES, 39 MINUTES, 17 SECONDS WEST, A DISTANCE OF 307.13 FEET;

THENCE SOUTH 26 DEGREES, 01 MINUTES, 12 SECONDS WEST, A DISTANCE OF 35.26 FEET;

THENCE SOUTH 83 DEGREES, 19 MINUTES, 52 SECONDS WEST, A DISTANCE OF 42.69 FEET;

THENCE SOUTH 57 DEGREES, 39 MINUTES, 17 SECONDS WEST, A DISTANCE OF 296.31 FEET;

THENCE SOUTH 13 DEGREES, 09 MINUTES, 50 SECONDS WEST, A DISTANCE OF 288.09 FEET;

THENCE SOUTH 25 DEGREES, 14 MINUTES, 30 SECONDS WEST, A DISTANCE OF 43.80 FEET;

THENCE SOUTH 35 DEGREES, 22 MINUTES, 48 SECONDS EAST, A DISTANCE OF 60.04 FEET;

THENCE SOUTH 10 DEGREES, 17 MINUTES, 36 SECONDS EAST, A DISTANCE OF 149.57 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD BLACK CANYON HIGHWAY;

THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 54 DEGREES, 36 MINUTES, 48 SECONDS WEST, A DISTANCE OF 276.26 FEET;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 20 DEGREES, 50 MINUTES, 02 SECONDS WEST, A DISTANCE OF 194.45 FEET;

THENCE NORTH 45 DEGREES, 36 MINUTES, 23 SECONDS WEST, A DISTANCE OF 35.14 FEET;

THENCE NORTH 03 DEGREES, 30 MINUTES, 06 SECONDS WEST, A DISTANCE OF 49.43 FEET;

THENCE NORTH 20 DEGREES, 50 MINUTES, 02 SECONDS WEST, A DISTANCE OF 360.93 FEET;

THENCE NORTH 84 DEGREES, 37 MINUTES, 39 SECONDS WEST, A DISTANCE OF 256.35 FEET;

THENCE SOUTH 65 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 175.90 FEET;

THENCE SOUTH 07 DEGREES, 56 MINUTES, 51 SECONDS WEST, A DISTANCE OF 454.83 FEET;

THENCE SOUTH 77 DEGREES, 53 MINUTES, 10 SECONDS WEST, A DISTANCE OF 427.31 FEET;

THENCE SOUTH 66 DEGREES, 10 MINUTES, 54 SECONDS WEST, A DISTANCE OF 93.14 FEET;

THENCE SOUTH 67 DEGREES, 24 MINUTES, 52 SECONDS WEST, A DISTANCE OF 58.17 FEET;

THENCE SOUTH 79 DEGREES, 32 MINUTES, 58 SECONDS WEST, A DISTANCE OF 119.61 FEET;

THENCE SOUTH 69 DEGREES, 42 MINUTES, 23 SECONDS WEST, A DISTANCE OF 293.29 FEET;

THENCE NORTH 30 DEGREES, 11 MINUTES, 59 SECONDS WEST, A DISTANCE OF 71.24 FEET;

THENCE NORTH 89 DEGREES, 45 MINUTES, 18 SECONDS WEST, A DISTANCE OF 450.50 FEET;

THENCE SOUTH 00 DEGREES, 24 MINUTES, 50 SECONDS WEST, A DISTANCE OF 572.44 FEET;

THENCE SOUTH 40 DEGREES, 00 MINUTES, 56 SECONDS EAST, A DISTANCE OF 253.11 FEET;

THENCE NORTH 49 DEGREES, 59 MINUTES, 04 SECONDS EAST, A DISTANCE OF 29.43 FEET;

THENCE NORTH 64 DEGREES, 34 MINUTES, 26 SECONDS EAST, A DISTANCE OF 212.81 FEET;

THENCE SOUTH 25 DEGREES, 25 MINUTES, 34 SECONDS EAST, A DISTANCE OF 49.04 FEET, TO SAID NORTH RIGHT OF WAY LINE;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 68 DEGREES, 3 MINUTES, 42 SECONDS WEST, A DISTANCE OF 84.03 FEET;

THENCE SOUTH 56 DEGREES, 21 MINUTES, 41 SECONDS WEST, A DISTANCE OF 295.40 FEET;

THENCE SOUTH 42 DEGREES, 38 MINUTES, 55 SECONDS WEST, A DISTANCE OF 169.27 FEET;

THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 47 DEGREES, 21 MINUTES, 09 SECONDS WEST, A DISTANCE OF 122.80 FEET TO THE BEGINNING OF A CURVE;

THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 07 DEGREES, 56 MINUTES, 22 SECONDS, A DISTANCE OF 93.53 FEET TO THE WEST LINE OF SAID SECTION, AND A POINT OF COMPOUND CURVATURE;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF 39 DEGREES, 36 MINUTES, 31 SECONDS, A DISTANCE OF 466.63 FEET TO THE CURVE'S END;

THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 467.23 FEET;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 66.50 FEET;

THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 90.65 FEET TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 12.00 FEET, CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 18.85 FEET TO THE CURVE'S END;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 186.40 FEET, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH: (PARENT PARCEL) APN: 103-61-001

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 02 DEGREES, 31 MINUTES, 25 SECONDS WEST, A DISTANCE OF 453.47 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 87 DEGREES, 28 MINUTES, 35 SECONDS EAST, A DISTANCE OF 379.82 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID OLD BLACK CANYON HIGHWAY AND THE TRUE POINT OF BEGINNING;

THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 56 DEGREES, 21 MINUTES, 41 SECONDS EAST, A DISTANCE OF 224.24 FEET;

THENCE NORTH 68 DEGREES, 03 MINUTES, 42 SECONDS EAST, A DISTANCE OF 319.65 FEET;

THENCE NORTH 69 DEGREES, 46 MINUTES, 50 SECONDS EAST, A DISTANCE OF 1106.22 FEET;

THENCE NORTH 54 DEGREES, 36 MINUTES, 48 SECONDS EAST, A DISTANCE OF 1156.61 FEET;

THENCE NORTH 69 DEGREES, 20 MINUTES, 33 SECONDS EAST, A DISTANCE OF 74.56 FEET ;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 32 DEGREES, 33 MINUTES, 34 SECONDS EAST, A DISTANCE OF 249.13 FEET;

THENCE SOUTH 82 DEGREES, 13 MINUTES, 14 SECONDS EAST, A DISTANCE OF 207.34 FEET;

THENCE NORTH 83 DEGREES, 05 MINUTES, 36 SECONDS EAST, A DISTANCE OF 240.89 FEET;

THENCE NORTH 86 DEGREES, 48 MINUTES, 10 SECONDS EAST, A DISTANCE OF 236.25 FEET ;

THENCE SOUTH 52 DEGREES, 02 MINUTES, 14 SECONDS EAST, A DISTANCE OF 542.62 FEET ;

THENCE SOUTH 48 DEGREES, 58 MINUTES, 47 SECONDS WEST, A DISTANCE OF 382.62 FEET;

THENCE SOUTH 74 DEGREES, 52 MINUTES, 15 SECONDS WEST, A DISTANCE OF 413.08 FEET ;

THENCE NORTH 82 DEGREES, 38 MINUTES, 53 SECONDS WEST, A DISTANCE OF 217.63 FEET ;

THENCE NORTH 56 DEGREES, 54 MINUTES, 00 SECONDS WEST, A DISTANCE OF 307.55 FEET;

THENCE SOUTH 71 DEGREES, 39 MINUTES, 37 SECONDS WEST, A DISTANCE OF 1658.31 FEET;

THENCE SOUTH 60 DEGREES, 28 MINUTES, 05 SECONDS WEST, A DISTANCE OF 560.76 FEET;

THENCE NORTH 82 DEGREES, 48 MINUTES, 40 SECONDS WEST, A DISTANCE OF 402.00 FEET;

THENCE NORTH 52 DEGREES, 28 MINUTES, 50 SECONDS WEST, A DISTANCE OF 194.83 FEET TO THE TRUE POINT OF BEGINNING.

AND BEING THE SAME PROPERTY CONVEYED TO UNIVEST-STONERIDGE GOLF, LLC, AN ARIZONA LIMITED LIABILITY COMPANY FROM STONERIDGE GOLF COURSE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND STONERIDGE-PRESCOTT VALLEY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED DATED AUGUST 19, 2011 AND RECORDED AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 434.

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

PINNACLE
CONSULTING, INC.
Construction - Project Management - Site Development

1426 N. MARVIN STREET # 101
GILBERT, AZ 85233

FIELD BY:	CEF
DRAWN BY:	JMM
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	11/05/25	FINAL
1	10/15/25	REVISION
0	07/01/25	PRELIMINARY

RLF
CONSULTING
LAND SURVEY • MAPPING SOLUTIONS
WWW.RLFCONSULTING.COM • 480-445-9189

44007
RYAN L.
FIDLER
Date Signed 11/05/25

REUSE OF DOCUMENT
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PROJECT No.
2500426

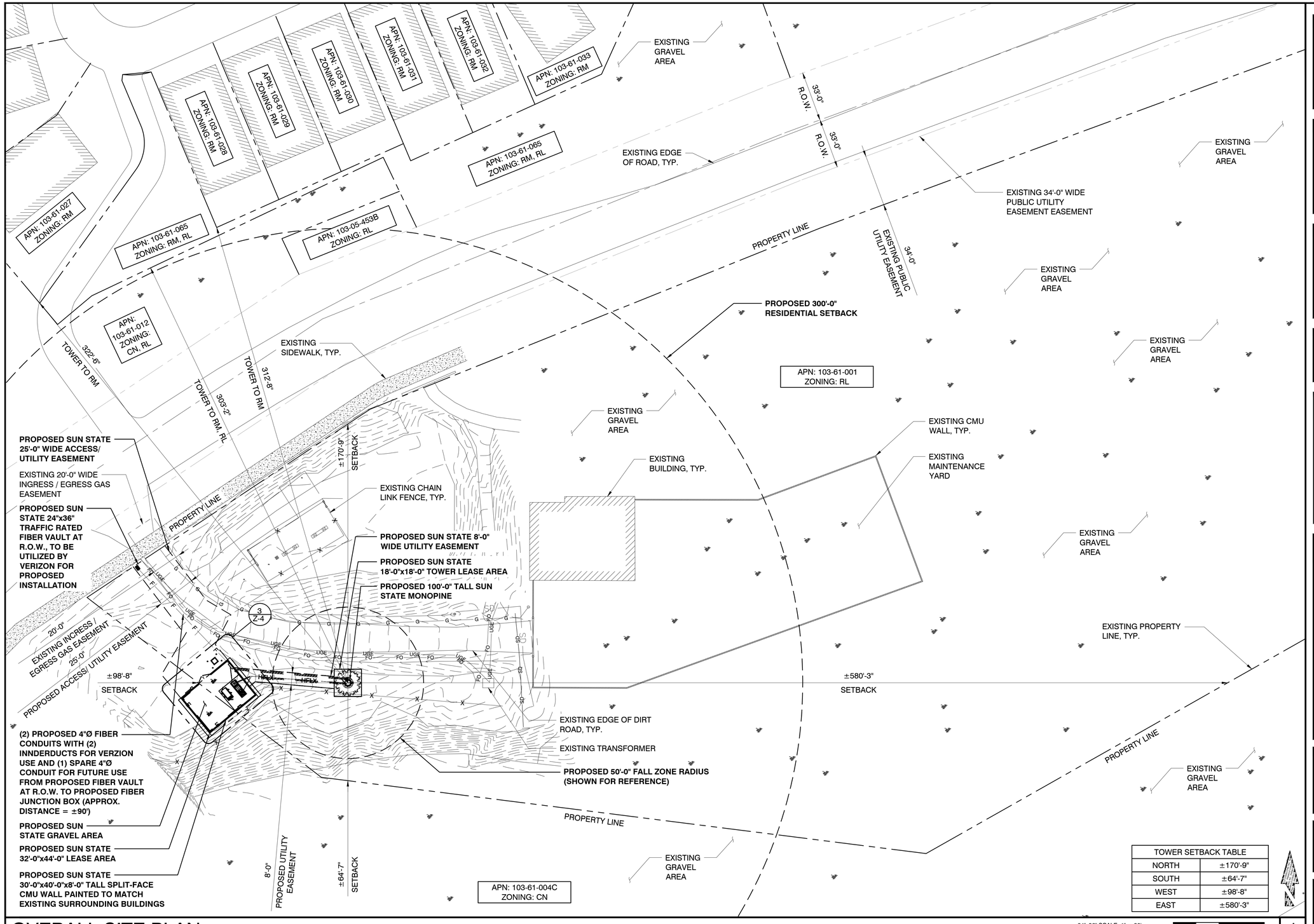
SITE NAME:
AZ09-228 SLICE
(AZ2 STONERIDGE)

SITE ADDRESS:
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314

SHEET TITLE:
LEGAL

SHEET NO.
LS-4

REVISION:



TOWER SETBACK TABLE	
NORTH	±170'-9"
SOUTH	±64'-7"
WEST	±98'-8"
EAST	±580'-3"

N

24"x36" SCALE: 1" = 30'
11"x17" SCALE: 1" = 60'

30' 15' 0' 30'

OVERALL SITE PLAN

1

PREPARED FOR
SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER
verizon
2600 W. GERONIMO PL., CHANDLER, AZ 85224
PHONE: (480) 777-4360
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION
PINNACLE CONSULTING, INC
Site Acquisition | Engineering | Construction
1426 NORTH MARVIN STREET # 101
GILBERT, AZ 85233

PROJECT NO:	AZ09-228
DRAWN BY:	M.G.
CHECKED BY:	KF

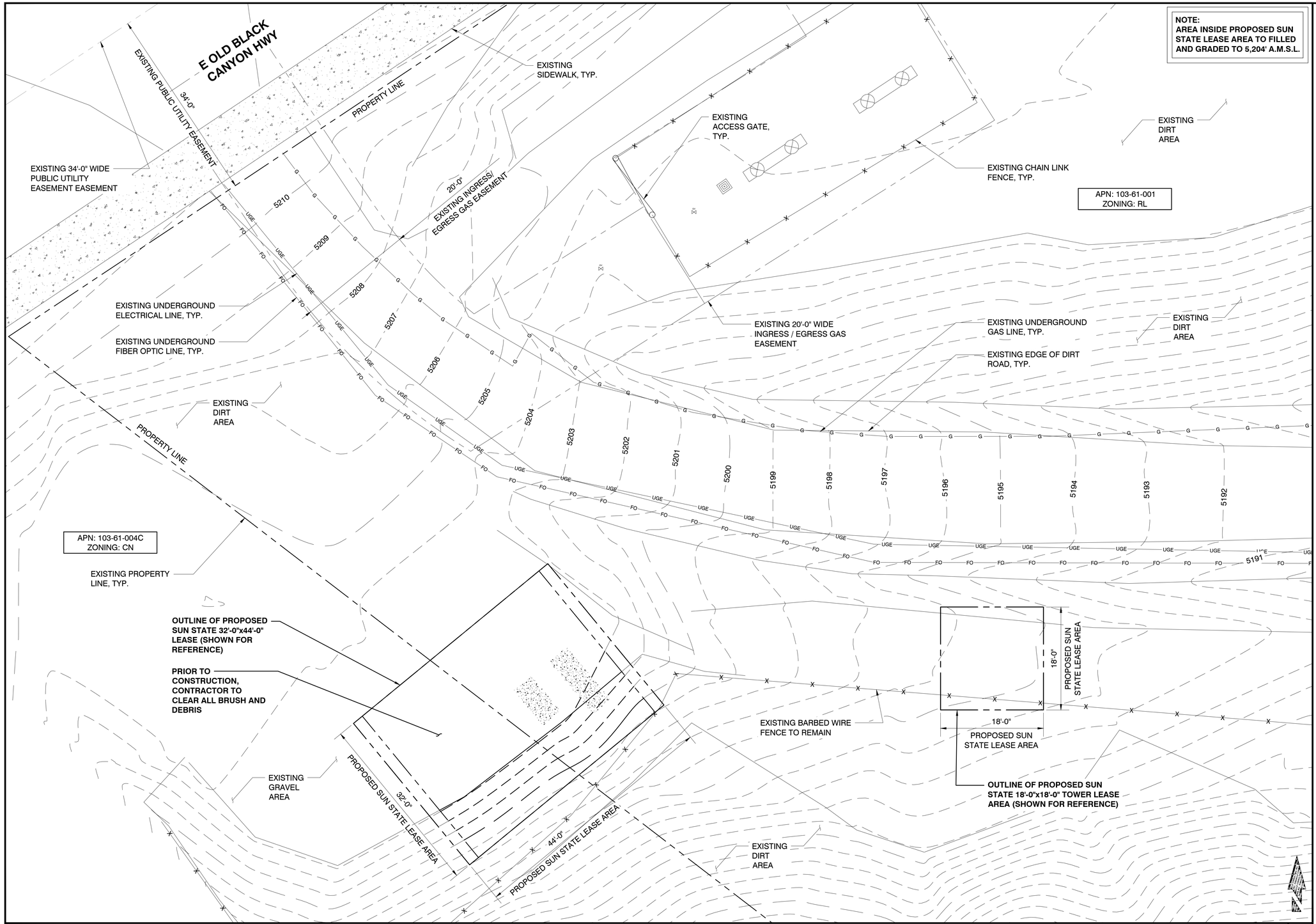
REV	DATE	DESCRIPTION	BY
0	11/06/25	FINAL ZONING	M.G.

FINAL FOR ZONING ONLY

AZ09-228 SLICE / AZ2 STONERIDGE
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
Z-1



NOTE:
AREA INSIDE PROPOSED SUN STATE LEASE AREA TO FILLED AND GRADED TO 5,204' A.M.S.L.

EXISTING ENLARGED SITE PLAN

24"x36" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

1

PREPARED FOR

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER

verizon
2600 W. GERONIMO PL., CHANDLER, AZ 85224
PHONE: (480) 777-4360
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION

PINNACLE CONSULTING, INC
Site Acquisition | Engineering | Construction
1426 NORTH MARVIN STREET # 101
GILBERT, AZ 85233

PROJECT NO:	AZ09-228
DRAWN BY:	M.G.
CHECKED BY:	KF

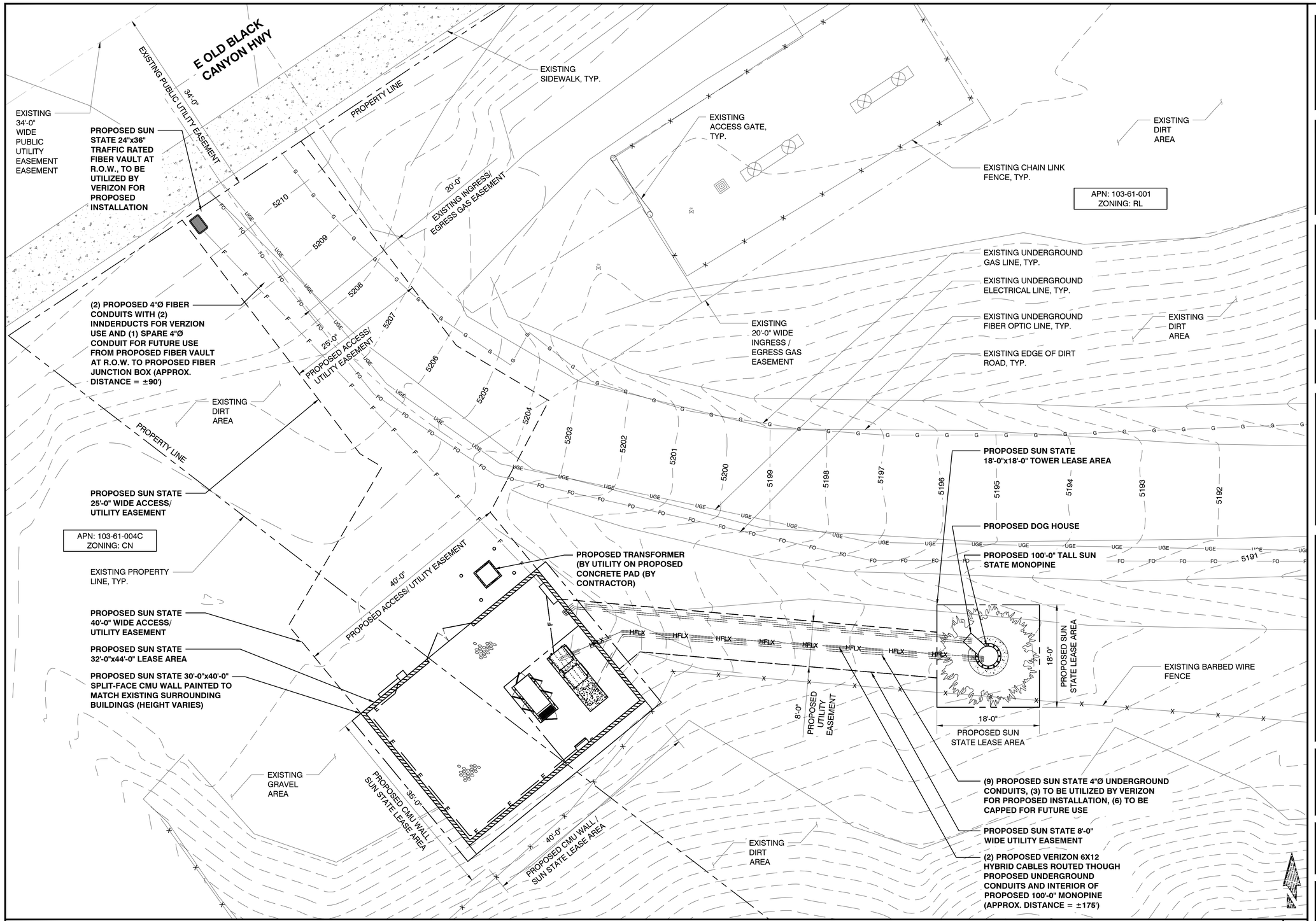
REV	DATE	DESCRIPTION	BY
0	11/06/25	FINAL ZONING	M.G.

FINAL
FOR ZONING
ONLY

AZ09-228 SLICE / AZ2 STONERIDGE
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SHEET TITLE
EXISTING SITE PLAN

SHEET NUMBER
Z-2



PROPOSED SITE PLAN

24"x36" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

1

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7061 OLD BLACK CANYON HWY
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YAVAPAI COUNTY

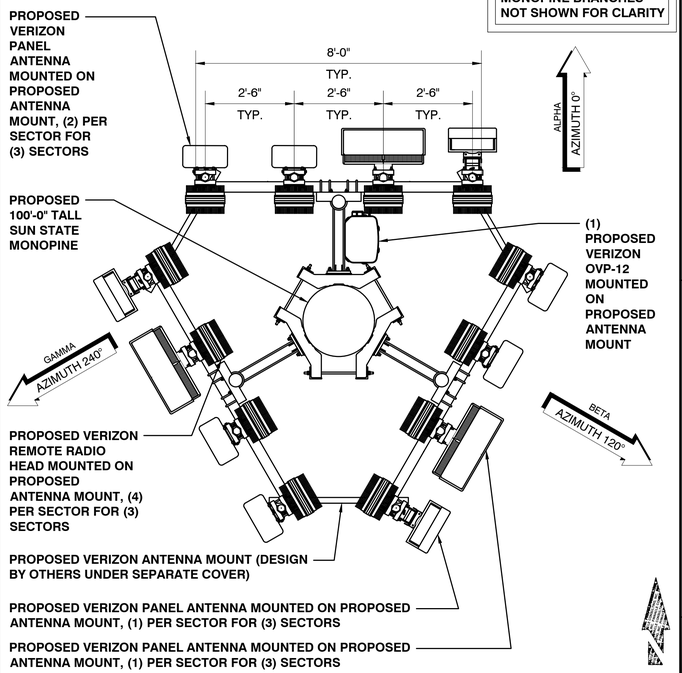
SHEET TITLE
PROPOSED SITE PLAN

SHEET NUMBER
Z-3

NEW HYBRID CABLE SCHEDULE					
SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	0°	±175'	2	1 1/4"Ø	6X12 HYBRID
BETA	120°				
GAMMA	240°				

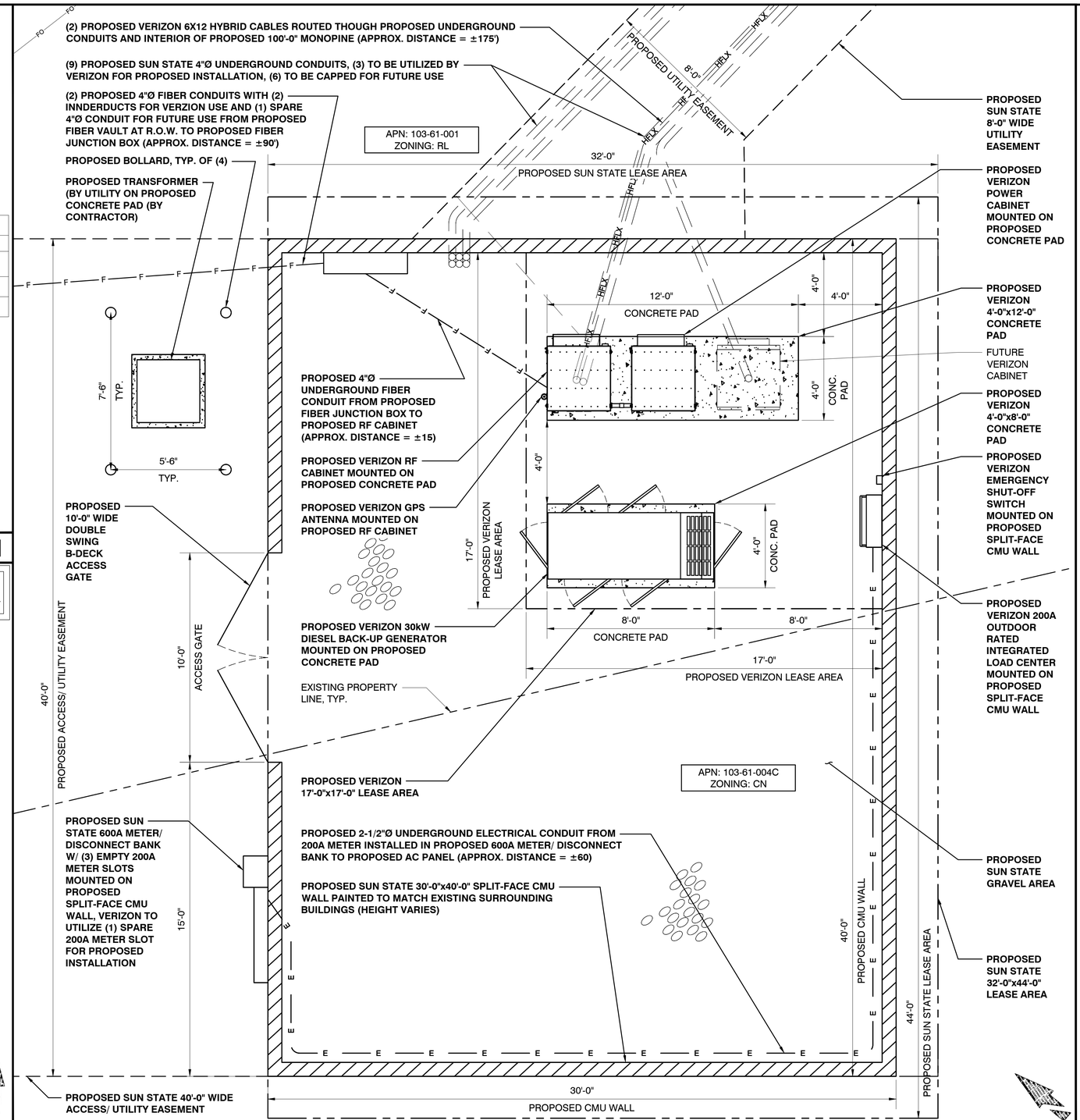
CABLING DETAIL | 1

NOTE:
MONOPINE BRANCHES NOT SHOWN FOR CLARITY



PROPOSED ANTENNA PLAN

24"x36" SCALE: 1/2" = 1'-0"
11"x17" SCALE: 1/4" = 1'-0" | 2



PROPOSED ENLARGED SITE PLAN

24"x36" SCALE: 3/8" = 1'-0"
11"x17" SCALE: 3/16" = 1'-0" | 3

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SUN STATE TOWERS
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Site Acquisition | Engineering | Construction
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GILBERT, AZ 85233

PROJECT NO:	AZ09-228
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0	11/06/25	FINAL ZONING	M.G.

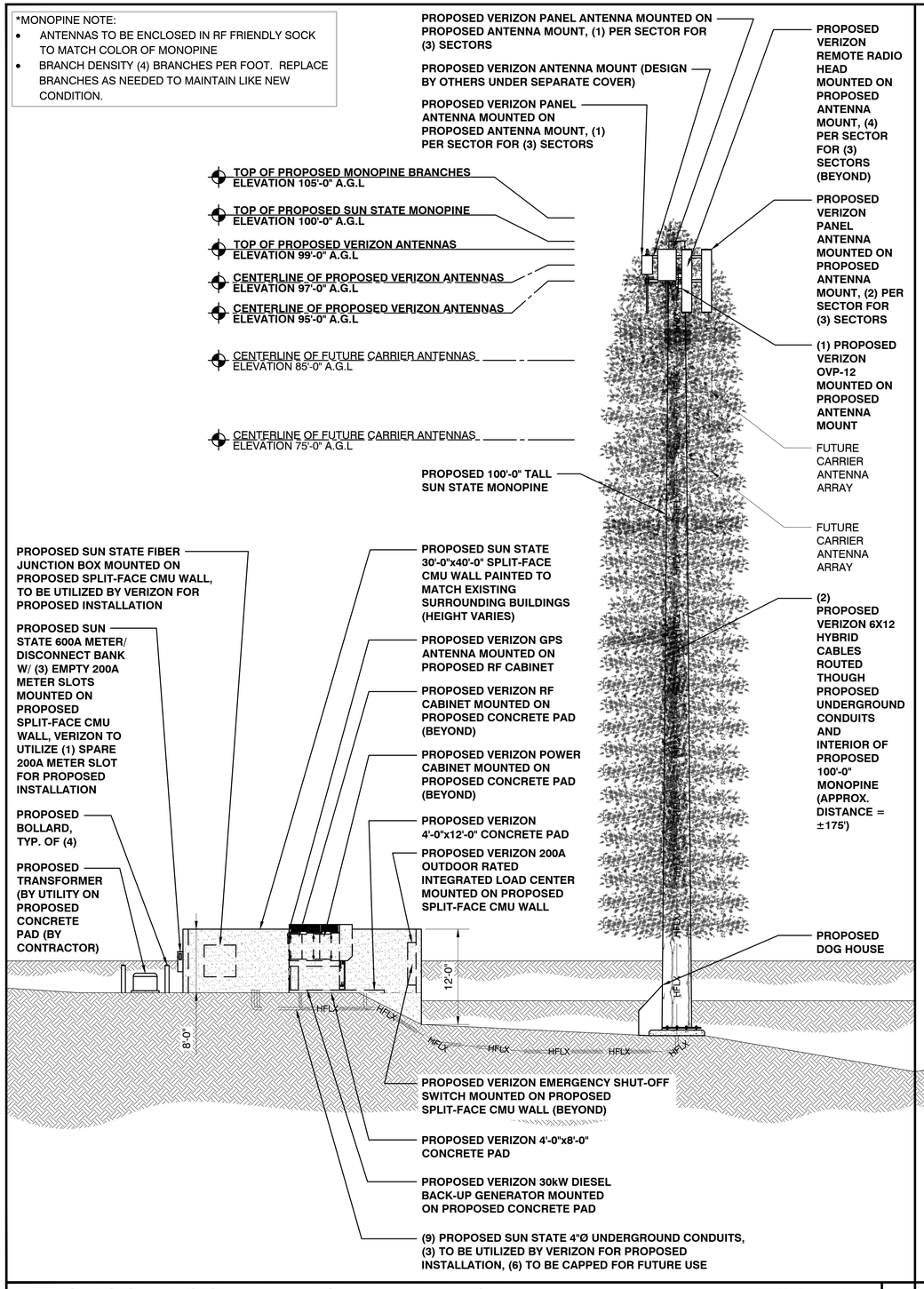
FINAL
FOR ZONING
ONLY

AZ09-228 SLICE / AZ2 STONERIDGE
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SHEET TITLE
PROPOSED ENLARGED SITE PLAN & ANTENNA PLAN

SHEET NUMBER
Z-4

*MONOPINE NOTE:
- ANTENNAS TO BE ENCLOSED IN RF FRIENDLY SOCK TO MATCH COLOR OF MONOPINE
- BRANCH DENSITY (4) BRANCHES PER FOOT. REPLACE BRANCHES AS NEEDED TO MAINTAIN LIKE NEW CONDITION.



PROPOSED SOUTHWEST ELEVATION

24"x36" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

1

PROPOSED NORTHEAST ELEVATION

24"x36" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

2

*MONOPINE NOTE:
- ANTENNAS TO BE ENCLOSED IN RF FRIENDLY SOCK TO MATCH COLOR OF MONOPINE
- BRANCH DENSITY (4) BRANCHES PER FOOT. REPLACE BRANCHES AS NEEDED TO MAINTAIN LIKE NEW CONDITION.

NOTE:
TOPOGRAPHICAL CONTOURS IN FORGROUND NOT SHOWN FOR CLARITY.

PREPARED FOR
SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
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CARRIER
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PINNACLE CONSULTING, INC
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1426 NORTH MARVIN STREET # 101
GILBERT, AZ 85233

PROJECT NO:	AZ09-228
DRAWN BY:	M.G.
CHECKED BY:	KF

REV	DATE	DESCRIPTION	BY
0	11/06/25	FINAL ZONING	M.G.

FINAL

FOR ZONING

ONLY

AZ09-228 SLICE / AZ2 STONERIDGE

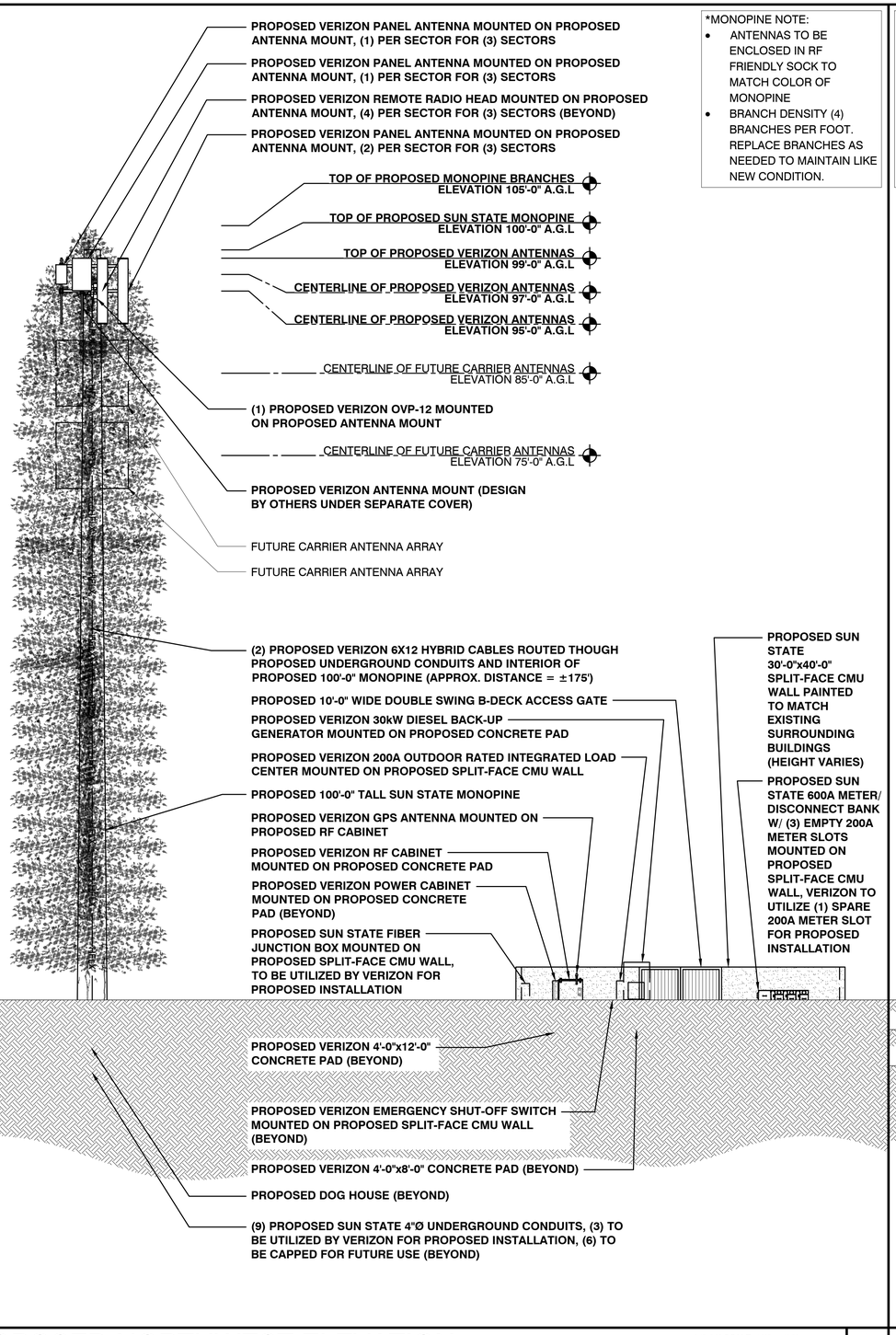
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SHEET TITLE

ELEVATIONS

SHEET NUMBER

Z-5



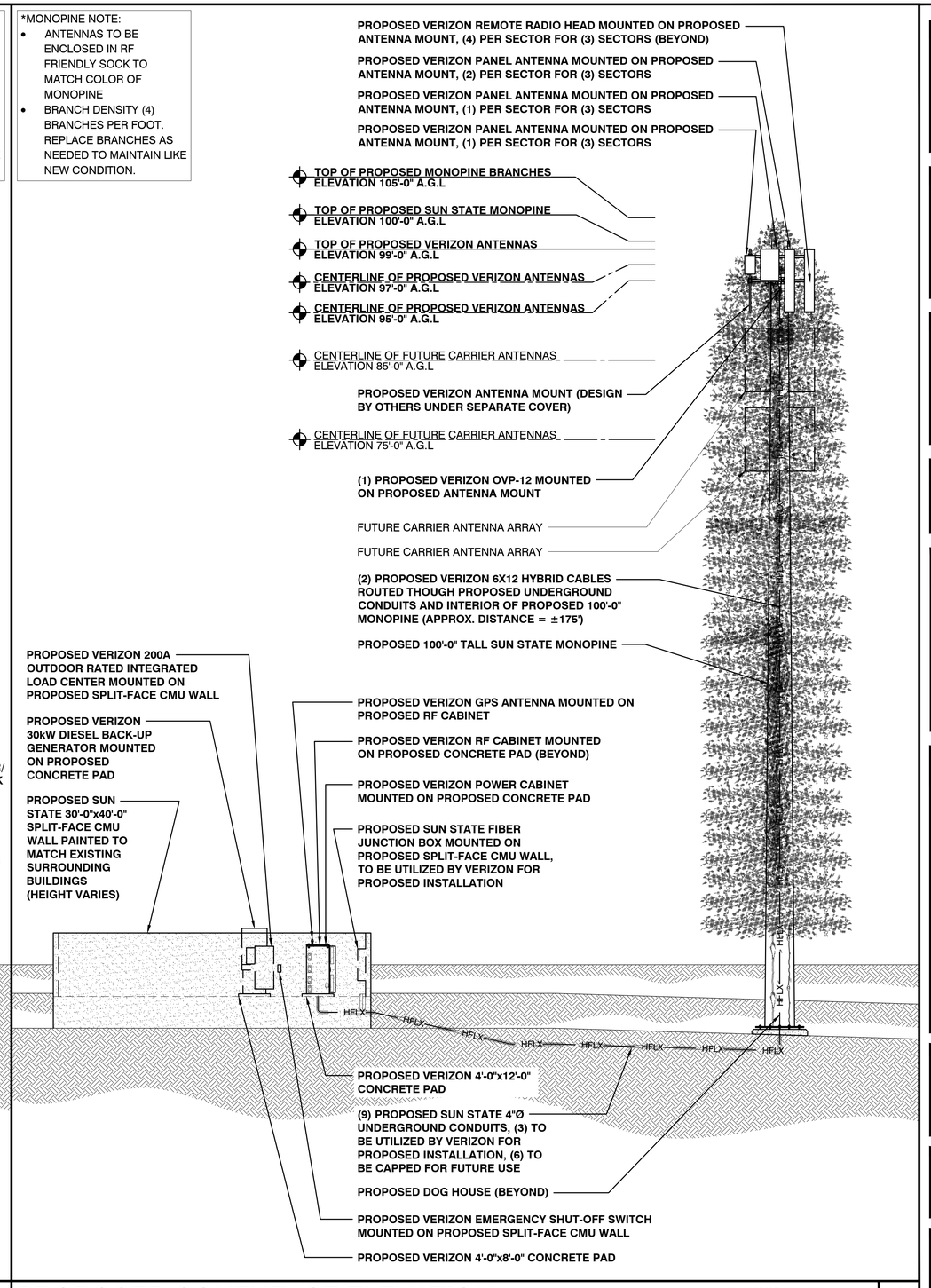
*MONOPINE NOTE:
- ANTENNAS TO BE ENCLOSED IN RF FRIENDLY SOCK TO MATCH COLOR OF MONOPINE
- BRANCH DENSITY (4) BRANCHES PER FOOT. REPLACE BRANCHES AS NEEDED TO MAINTAIN LIKE NEW CONDITION.

PROPOSED NORTHWEST ELEVATION

24"x36" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

1

*MONOPINE NOTE:
- ANTENNAS TO BE ENCLOSED IN RF FRIENDLY SOCK TO MATCH COLOR OF MONOPINE
- BRANCH DENSITY (4) BRANCHES PER FOOT. REPLACE BRANCHES AS NEEDED TO MAINTAIN LIKE NEW CONDITION.



PROPOSED SOUTHEAST ELEVATION

24"x36" SCALE: 1/8" = 1'-0"
11"x17" SCALE: 1/16" = 1'-0"

2

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1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
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PINNACLE CONSULTING, INC
Site Acquisition | Engineering | Construction
1426 NORTH MARVIN STREET # 101
GILBERT, AZ 85233

PROJECT NO:	AZ09-228
DRAWN BY:	M.G.
CHECKED BY:	KF

REV	DATE	DESCRIPTION	BY
0	11/06/25	FINAL ZONING	M.G.

FINAL

FOR ZONING

ONLY

AZ09-228 SLICE / AZ2 STONERIDGE

7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SHEET TITLE

ELEVATIONS

SHEET NUMBER

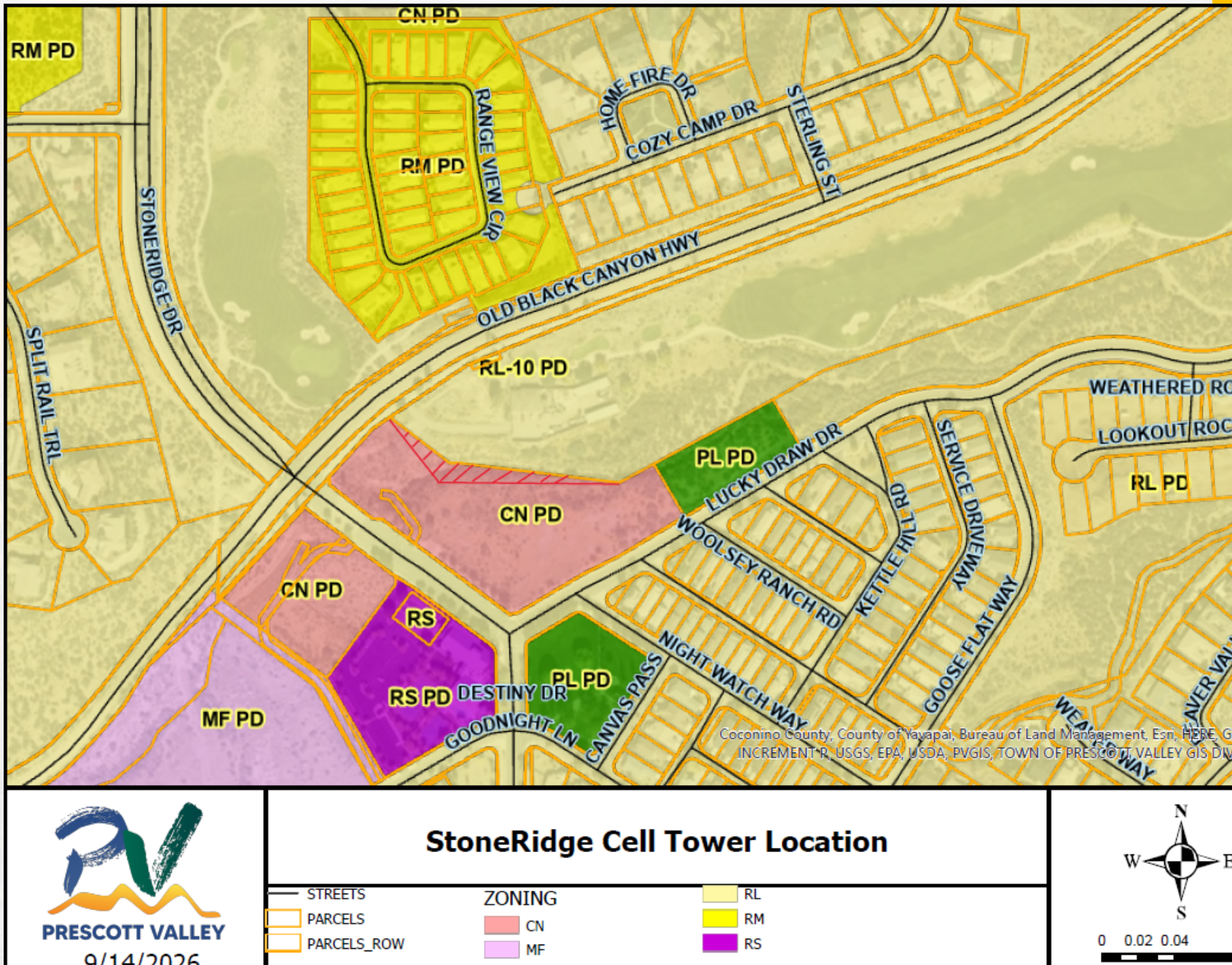
Z-6

PRESCOTT VALLEY

GPA26-001, ZMC26-002; StoneRidge Cell Tower

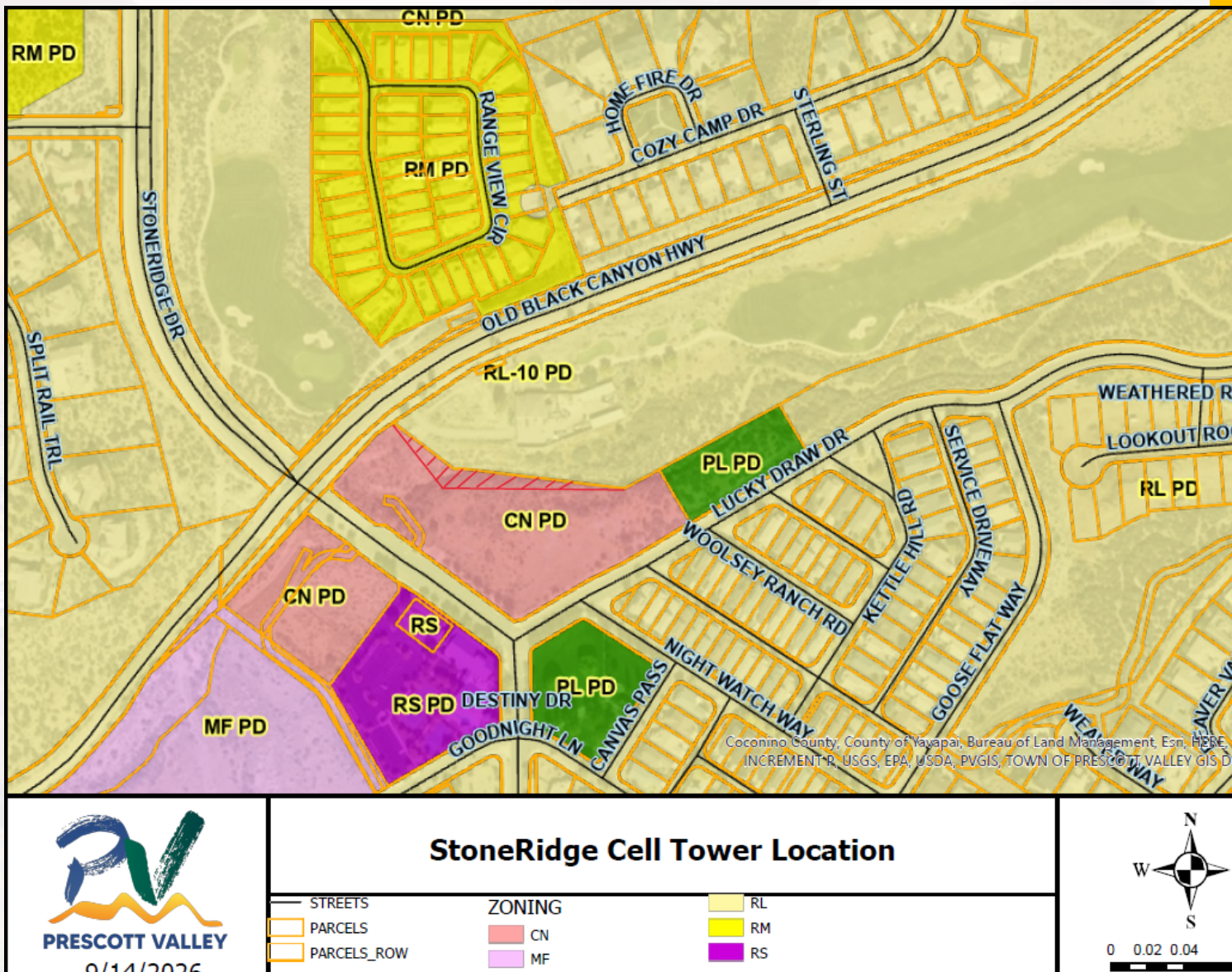
Location

- East of StoneRidge Drive
- North of Lucky Draw
- South of Old Black Canyon Highway

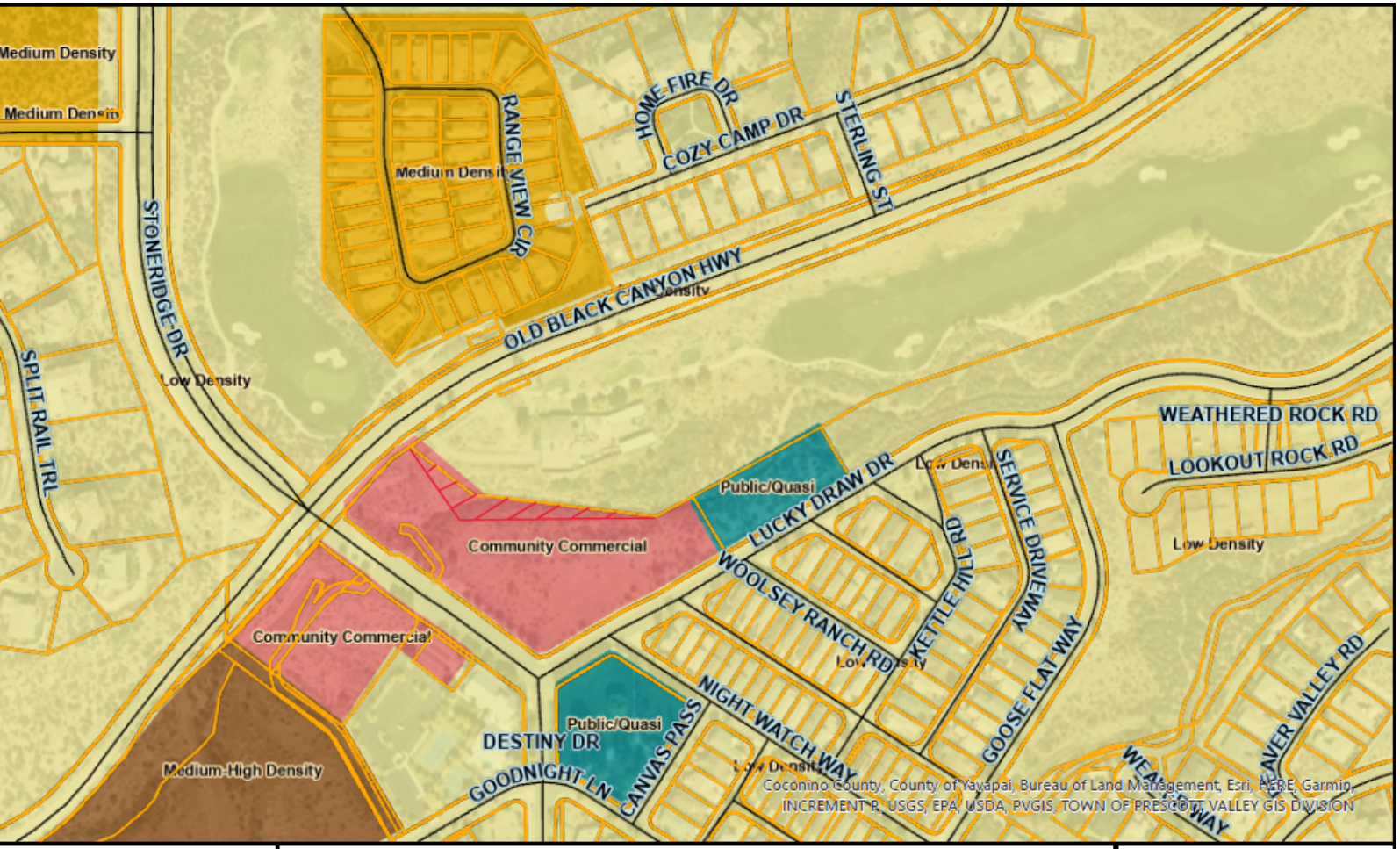


Request

- Parcel: Portion of 103-61-004C, 0.30 Acres of Vacant Land
- Property Owner: StoneRidge and Investments LLC
- Request For **Minor General Plan Amendment** From Community Commercial to Low Density
- Request to **Rezone to RL-10 PD** (Residential; Single Family Limited, Planned Area Development) for Lot Line
- **Special Use Permit for Cell Tower** Included in Rezone Conditions



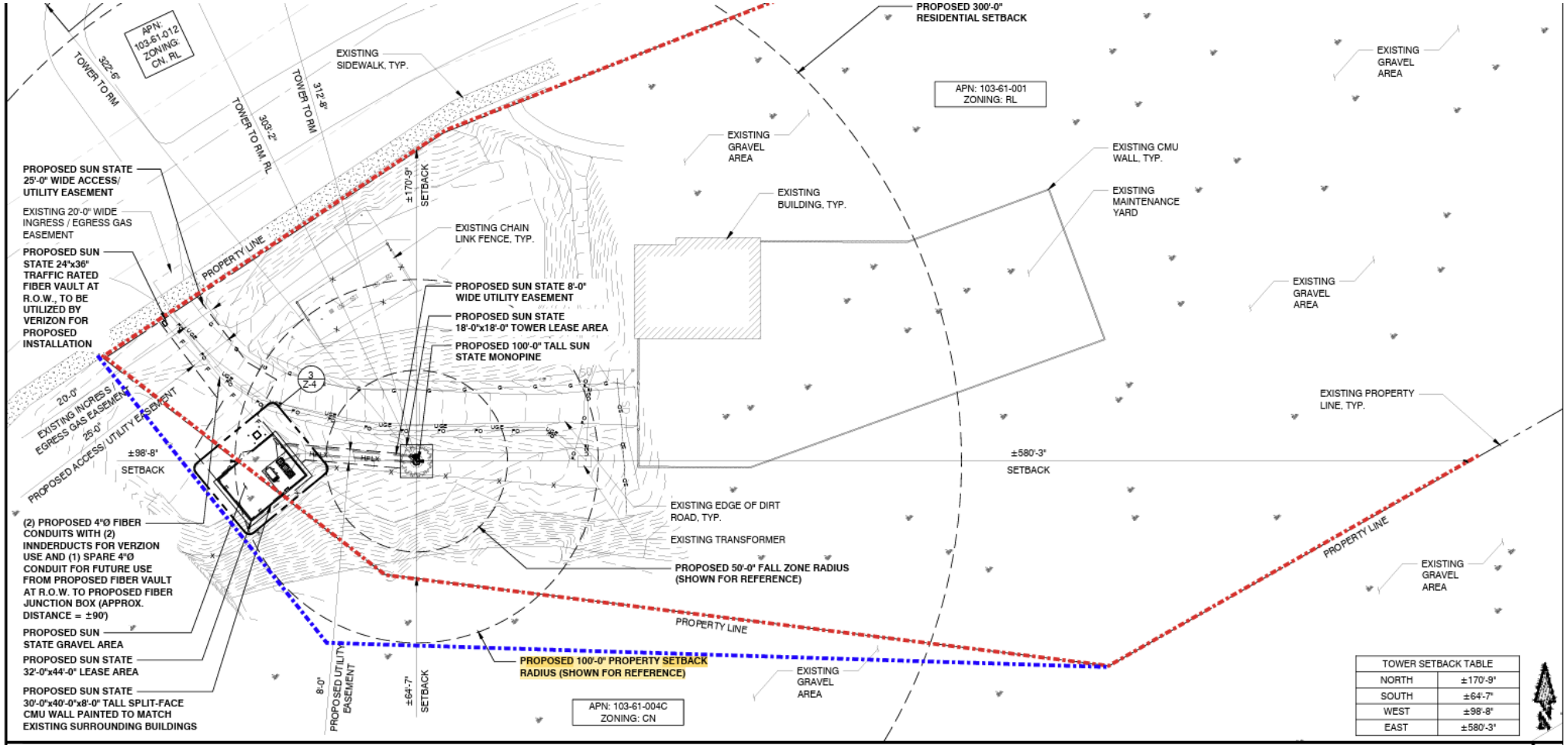
General Plan



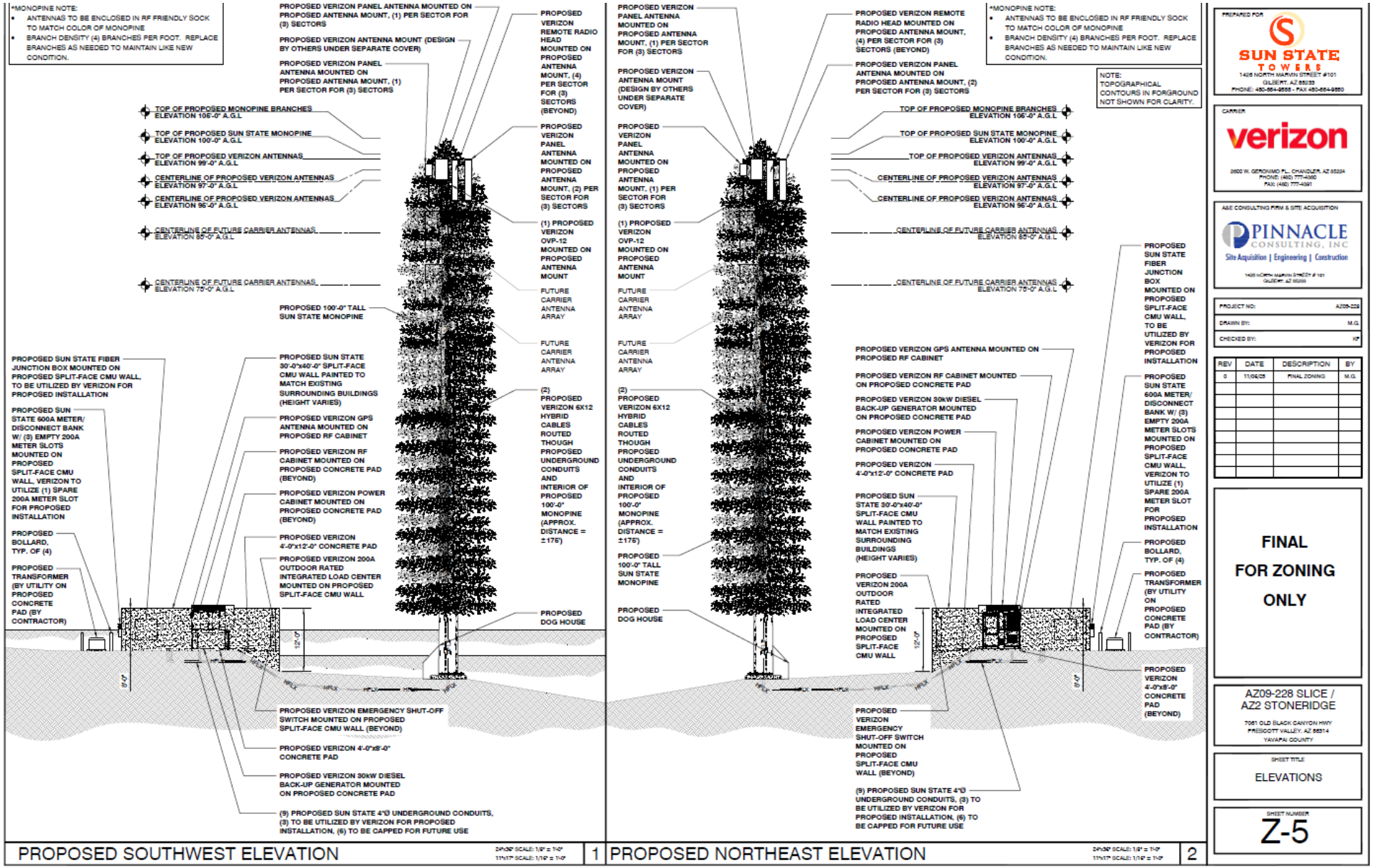
- General Plan Designation: Community Commercial
- General Plan Request: Low Density
- Allowed Uses (Zoning Designations): RL & RS

Site Plan

- 100’ Cell Tower, Top of Monopine 105’
- Setback to Property Line is 100’ (height of tower)



Elevations


*MONOPINE NOTE:
ANTENNAS TO BE ENCLOSED IN RF FRIENDLY SOCK TO MATCH COLOR OF MONOPINE
BRANCH DENSITY (4) BRANCHES PER FOOT. REPLACE BRANCHES AS NEEDED TO MAINTAIN LIKE NEW CONDITION.
PROPOSED VERIZON PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNT, (1) PER SECTOR FOR (3) SECTORS
PROPOSED VERIZON ANTENNA MOUNT (DESIGN BY OTHERS UNDER SEPARATE COVER)
PROPOSED VERIZON PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNT, (1) PER SECTOR FOR (3) SECTORS
PROPOSED VERIZON REMOTE RADIO HEAD MOUNTED ON PROPOSED ANTENNA MOUNT, (4) PER SECTOR FOR (3) SECTORS (BEYOND)
PROPOSED VERIZON PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNT, (2) PER SECTOR FOR (3) SECTORS
TOP OF PROPOSED MONOPINE BRANCHES ELEVATION 106'-0" A.G.L
TOP OF PROPOSED SUN STATE MONOPINE ELEVATION 100'-0" A.G.L
TOP OF PROPOSED VERIZON ANTENNAS ELEVATION 99'-0" A.G.L
CENTERLINE OF PROPOSED VERIZON ANTENNAS ELEVATION 97'-0" A.G.L
CENTERLINE OF PROPOSED VERIZON ANTENNAS ELEVATION 96'-0" A.G.L
CENTERLINE OF FUTURE CARRIER ANTENNAS ELEVATION 85'-0" A.G.L
CENTERLINE OF FUTURE CARRIER ANTENNAS ELEVATION 75'-0" A.G.L
PROPOSED 100'-0" TALL SUN STATE MONOPINE
PROPOSED VERIZON REMOTE RADIO HEAD MOUNTED ON PROPOSED ANTENNA MOUNT, (4) PER SECTOR FOR (3) SECTORS (BEYOND)
PROPOSED VERIZON PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNT, (1) PER SECTOR FOR (3) SECTORS
PROPOSED VERIZON ANTENNA MOUNT (DESIGN BY OTHERS UNDER SEPARATE COVER)
PROPOSED VERIZON PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNT, (2) PER SECTOR FOR (3) SECTORS
(1) PROPOSED VERIZON OVP-12 MOUNTED ON PROPOSED ANTENNA MOUNT
FUTURE CARRIER ANTENNA ARRAY
(2) PROPOSED VERIZON 6X12 HYBRID CABLES ROUTED THOUGH PROPOSED UNDERGROUND CONDUITS AND INTERIOR OF PROPOSED 100'-0" MONOPINE (APPROX. DISTANCE = ±176')
PROPOSED SUN STATE FIBER JUNCTION BOX MOUNTED ON PROPOSED SPLIT-FACE CMU WALL, TO BE UTILIZED BY VERIZON FOR PROPOSED INSTALLATION
PROPOSED SUN STATE 600A METER/ DISCONNECT BANK W/ (3) EMPTY 200A METER SLOTS MOUNTED ON PROPOSED SPLIT-FACE CMU WALL, VERIZON TO UTILIZE (1) SPARE 200A METER SLOT FOR PROPOSED INSTALLATION
PROPOSED BOLLARD, TYP. OF (4)
PROPOSED TRANSFORMER (BY UTILITY ON PROPOSED CONCRETE PAD (BY CONTRACTOR)
PROPOSED SUN STATE 30'-0"x40'-0" SPLIT-FACE CMU WALL PAINTED TO MATCH EXISTING SURROUNDING BUILDINGS (HEIGHT VARIES)
PROPOSED VERIZON GPS ANTENNA MOUNTED ON PROPOSED RF CABINET
PROPOSED VERIZON RF CABINET MOUNTED ON PROPOSED CONCRETE PAD (BEYOND)
PROPOSED VERIZON POWER CABINET MOUNTED ON PROPOSED CONCRETE PAD (BEYOND)
PROPOSED VERIZON 4'-0"x12'-0" CONCRETE PAD
PROPOSED VERIZON 200A OUTDOOR RATED INTEGRATED LOAD CENTER MOUNTED ON PROPOSED SPLIT-FACE CMU WALL
PROPOSED DOG HOUSE
PROPOSED VERIZON EMERGENCY SHUT-OFF SWITCH MOUNTED ON PROPOSED SPLIT-FACE CMU WALL (BEYOND)
PROPOSED VERIZON 4'-0"x8'-0" CONCRETE PAD
PROPOSED VERIZON 30kW DIESEL BACK-UP GENERATOR MOUNTED ON PROPOSED CONCRETE PAD
(9) PROPOSED SUN STATE 4"Ø UNDERGROUND CONDUITS, (3) TO BE UTILIZED BY VERIZON FOR PROPOSED INSTALLATION, (6) TO BE CAPPED FOR FUTURE USE
PROPOSED VERIZON GPS ANTENNA MOUNTED ON PROPOSED RF CABINET
PROPOSED VERIZON RF CABINET MOUNTED ON PROPOSED CONCRETE PAD
PROPOSED VERIZON 30kW DIESEL BACK-UP GENERATOR MOUNTED ON PROPOSED CONCRETE PAD
PROPOSED VERIZON POWER CABINET MOUNTED ON PROPOSED CONCRETE PAD
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PROPOSED SUN STATE 30'-0"x40'-0" SPLIT-FACE CMU WALL PAINTED TO MATCH EXISTING SURROUNDING BUILDINGS (HEIGHT VARIES)
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PROPOSED VERIZON EMERGENCY SHUT-OFF SWITCH MOUNTED ON PROPOSED SPLIT-FACE CMU WALL (BEYOND)
(9) PROPOSED SUN STATE 4"Ø UNDERGROUND CONDUITS, (3) TO BE UTILIZED BY VERIZON FOR PROPOSED INSTALLATION, (6) TO BE CAPPED FOR FUTURE USE
PROPOSED VERIZON 4'-0"x8'-0" CONCRETE PAD (BEYOND)
NOTE: TOPOGRAPHICAL CONTOURS IN FORGROUND NOT SHOWN FOR CLARITY.
PROPOSED SOUTHWEST ELEVATION
1
PROPOSED NORTHEAST ELEVATION
2
PREPARED FOR
SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
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PINNACLE CONSULTING, INC
Site Acquisition | Engineering | Construction
PROJECT NO: AZ09-228
DRAWN BY: M.G.
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0 | 11/04/25 | FINAL ZONING | M.G.
FINAL
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AZ09-228 SLICE / AZ2 STONERIDGE
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY
SHEET TITLE
ELEVATIONS
SHEET NUMBER
Z-5



Questions?



SUN STATE
TOWERS

AZ09-228 Slice / AZ2 STONERIDGE

WIRELESS COMMUNICATION FACILITY PROPOSAL FOR PRESCOTT VALLEY CONSIDERATION

Project information

PROJECT NAME: AZ09-228 SLICE / AZ2 STONERIDGE

APPLICANT: Pinnacle Consulting representing Sun State Towers and Verizon Wireless

REQUEST: Conditional Use Permit and Zone Map Change for Wireless Communications Facility located at

7061 Old Black Canyon HWY, Prescott Valley, AZ 86314

APN# 103-61-001 (RL Zone)

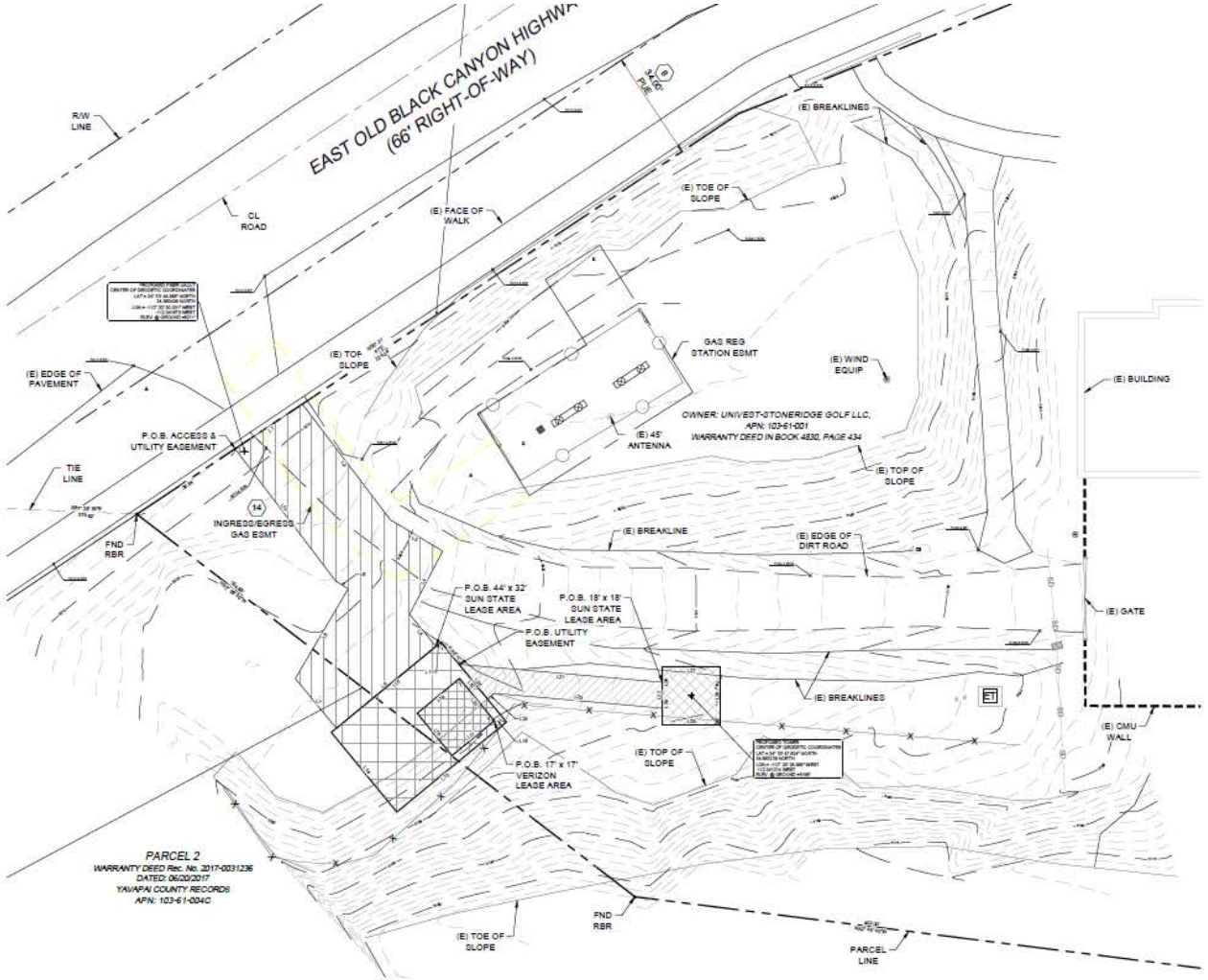
This proposal is for a 100’ Sunstate Towers monopine, with Verizon antennas at a centerline of 95’ with an opportunity for collocation of two additional carriers. Accompanied with the pole will be a 25'x40'x8' tall split face CMU wall that will match the existing maintenance facility on the same parcel. There should be no discernible impacts to pedestrian or vehicular transit. Beyond a operations inspection once every 3-4 weeks, the site should generate no activity or impact, and will not utilize connections to water, sewer or refuse utilities/services.

Site Survey

ELECTRICAL TRANSFORMER
GAS VALVE
GAS METER
GAS PRESSURE REDUCER
STORM DRAIN GRATE
PROPERTY LINE
RIGHT-OF-WAY LINE
MONUMENT LINE
CENTERLINE
EASEMENT LINE
CHAIN LINK FENCE
WIRE OR BARBED WIRE FENCE
STORM SEWER LINE
POSITION OF GEODETIC COORDINATE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.05	N56° 21' 41"E
L2	45.11	S37° 14' 54"E
L3	18.91	S59° 12' 02"E
L4	22.15	S27° 42' 49"W
L5	12.90	S39° 25' 05"E
L6	40.00	S50° 34' 55"W
L7	20.00	N39° 25' 05"W
L8	32.35	N30° 28' 29"E
L9	4.55	N59° 12' 02"W
L10	51.53	N37° 14' 54"W
L11	2.00	N50° 34' 55"E
L12	32.00	S39° 25' 05"E
L13	44.00	S50° 34' 55"W
L14	32.00	N39° 25' 05"W
L15	42.00	N50° 34' 55"E

LINE TABLE		
LINE	LENGTH	BEARING
L16	3.77	N84° 24' 43"W
L17	17.00	S50° 34' 55"W
L18	17.00	N39° 25' 05"W
L19	17.00	N50° 34' 55"E
L20	17.00	S39° 25' 05"E
L21	63.32	S84° 58' 29"E
L22	8.03	S0° 00' 00"E
L23	52.36	N84° 58' 29"W
L24	2.73	S49° 57' 15"W
L25	13.91	N39° 25' 05"W
L26	4.81	N0° 00' 00"E
L27	18.00	N90° 00' 00"E
L28	18.00	S0° 00' 00"E
L29	18.00	N90° 00' 00"W
L30	13.19	N0° 00' 00"E



NORTH
GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

1426 N. MARVIN STREET # 101
GILBERT, AZ 85233

FIELD BY:	CEF
DRAWN BY:	JMM
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	11/05/25	FINAL
1	10/15/25	REVISION
0	07/01/25	PRELIMINARY

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44007
RYAN L. FIDLER

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PROJECT No.
2500426

SITE NAME:
AZ09-228 SLICE
(AZ2 STONERIDGE)

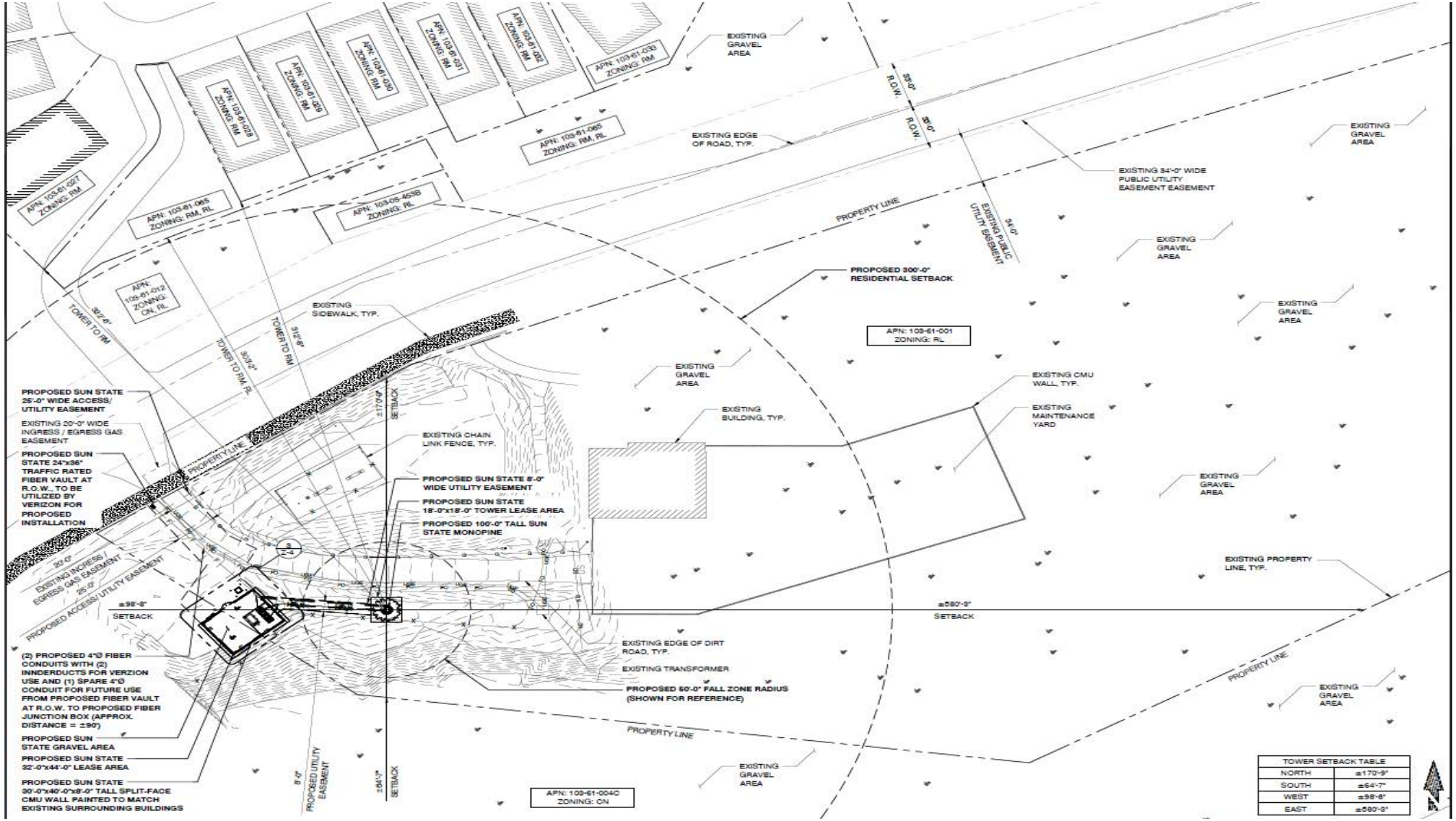
SITE ADDRESS:
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314

SHEET TITLE:
SURVEY DETAIL

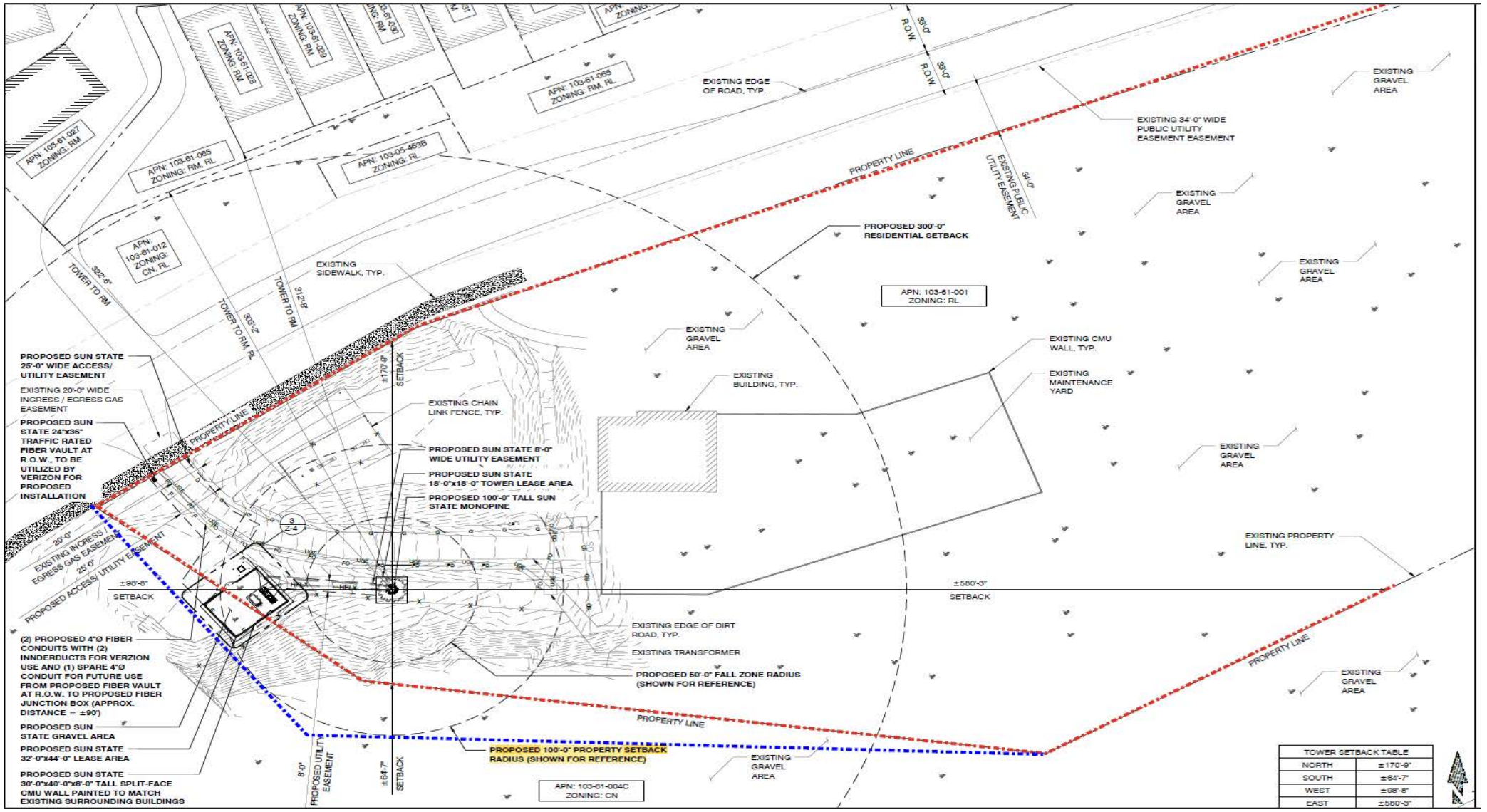
SHEET NO.
LS-2

REVISION:

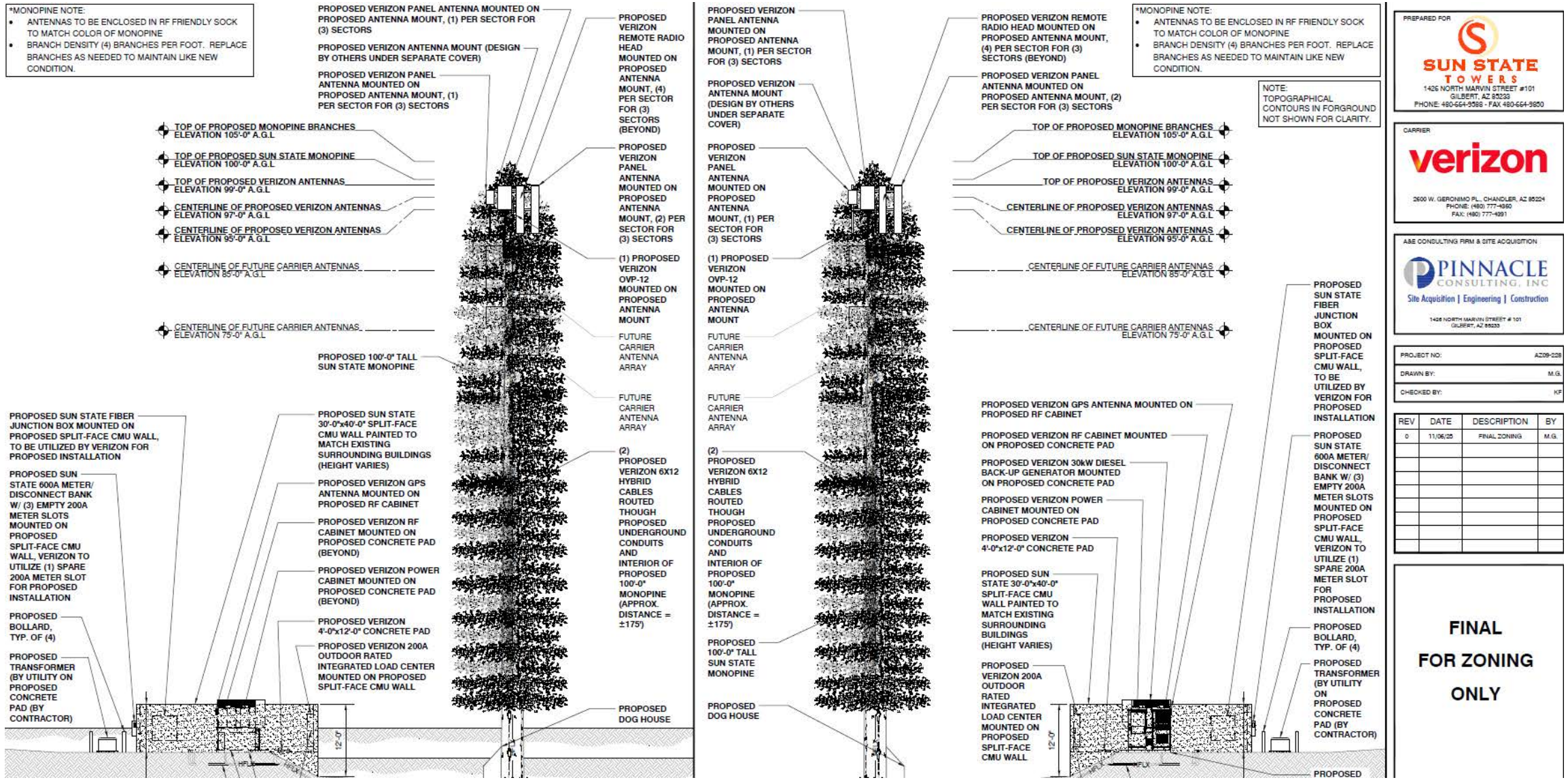
Site Plan


EXISTING GRAVEL AREA
EXISTING EDGE OF ROAD, TYP.
55'-0" R.O.W.
55'-0" R.O.W.
EXISTING 34'-0" WIDE PUBLIC UTILITY EASEMENT EASEMENT
PROPERTY LINE
EXISTING PUBLIC UTILITY EASEMENT
34'-0"
PROPOSED 300'-0" RESIDENTIAL SETBACK
APN: 103-61-027 ZONING: RM
APN: 103-61-045 ZONING: RM, RL
APN: 103-05-453B ZONING: RL
APN: 103-61-012 ZONING: CN, RL
APN: 103-61-029 ZONING: RM
APN: 103-61-028 ZONING: RM
APN: 103-61-030 ZONING: RM
APN: 103-61-031 ZONING: RM
APN: 103-61-032 ZONING: RM
APN: 103-61-033 ZONING: RM
APN: 103-61-065 ZONING: RM, RL
APN: 103-61-001 ZONING: RL
APN: 103-61-004C ZONING: CN
EXISTING SIDEWALK, TYP.
TOWER TO RM
302'-2"
312'-8"
TOWER TO RM, RL
PROPOSED SUN STATE 25'-0" WIDE ACCESS/ UTILITY EASEMENT
EXISTING 20'-0" WIDE INGRESS / EGRESS GAS EASEMENT
PROPOSED SUN STATE 24"x36" TRAFFIC RATED FIBER VAULT AT R.O.W., TO BE UTILIZED BY VERIZON FOR PROPOSED INSTALLATION
EXISTING INGRESS / EGRESS GAS EASEMENT
20'-0"
25'-0"
PROPOSED ACCESS/ UTILITY EASEMENT
±177'-9" SETBACK
EXISTING CHAIN LINK FENCE, TYP.
PROPOSED SUN STATE 8'-0" WIDE UTILITY EASEMENT
PROPOSED SUN STATE 18'-0"x18'-0" TOWER LEASE AREA
PROPOSED 100'-0" TALL SUN STATE MONOPINE
EXISTING BUILDING, TYP.
EXISTING CMU WALL, TYP.
EXISTING MAINTENANCE YARD
EXISTING PROPERTY LINE, TYP.
±98'-8" SETBACK
±580'-8" SETBACK
EXISTING EDGE OF DIRT ROAD, TYP.
EXISTING TRANSFORMER
PROPOSED 50'-0" FALL ZONE RADIUS (SHOWN FOR REFERENCE)
(2) PROPOSED 4"Ø FIBER CONDUITS WITH (2) INNDERDUCTS FOR VERZION USE AND (1) SPARE 4"Ø CONDUIT FOR FUTURE USE FROM PROPOSED FIBER VAULT AT R.O.W. TO PROPOSED FIBER JUNCTION BOX (APPROX. DISTANCE = ±90')
PROPOSED SUN STATE GRAVEL AREA
PROPOSED SUN STATE 32'-0"x44'-0" LEASE AREA
PROPOSED SUN STATE 30'-0"x40'-0"x8'-0" TALL SPLIT-FACE CMU WALL PAINTED TO MATCH EXISTING SURROUNDING BUILDINGS
8'-0" PROPOSED UTILITY EASEMENT
±64'-7" SETBACK
EXISTING GRAVEL AREA
TOWER SETBACK TABLE
NORTH ±170'-9"
SOUTH ±64'-7"
WEST ±98'-8"
EAST ±580'-8"
N

Zone Map Change



Elevations


*MONOPINE NOTE:
• ANTENNAS TO BE ENCLOSED IN RF FRIENDLY SOCK TO MATCH COLOR OF MONOPINE
• BRANCH DENSITY (4) BRANCHES PER FOOT. REPLACE BRANCHES AS NEEDED TO MAINTAIN LIKE NEW CONDITION.
PROPOSED VERIZON PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNT, (1) PER SECTOR FOR (3) SECTORS
PROPOSED VERIZON ANTENNA MOUNT (DESIGN BY OTHERS UNDER SEPARATE COVER)
PROPOSED VERIZON PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNT, (1) PER SECTOR FOR (3) SECTORS
PROPOSED VERIZON REMOTE RADIO HEAD MOUNTED ON PROPOSED ANTENNA MOUNT, (4) PER SECTOR FOR (3) SECTORS (BEYOND)
PROPOSED VERIZON PANEL ANTENNA MOUNTED ON PROPOSED ANTENNA MOUNT, (1) PER SECTOR FOR (3) SECTORS
(1) PROPOSED VERIZON OVP-12 MOUNTED ON PROPOSED ANTENNA MOUNT
TOP OF PROPOSED MONOPINE BRANCHES ELEVATION 105'-0" A.G.L
TOP OF PROPOSED SUN STATE MONOPINE ELEVATION 100'-0" A.G.L
TOP OF PROPOSED VERIZON ANTENNAS ELEVATION 99'-0" A.G.L
CENTERLINE OF PROPOSED VERIZON ANTENNAS ELEVATION 97'-0" A.G.L
CENTERLINE OF PROPOSED VERIZON ANTENNAS ELEVATION 95'-0" A.G.L
CENTERLINE OF FUTURE CARRIER ANTENNAS ELEVATION 85'-0" A.G.L
CENTERLINE OF FUTURE CARRIER ANTENNAS ELEVATION 75'-0" A.G.L
PROPOSED 100'-0" TALL SUN STATE MONOPINE
FUTURE CARRIER ANTENNA ARRAY
FUTURE CARRIER ANTENNA ARRAY
(2) PROPOSED VERIZON 6X12 HYBRID CABLES ROUTED THOUGH PROPOSED UNDERGROUND CONDUITS AND INTERIOR OF PROPOSED 100'-0" MONOPINE (APPROX. DISTANCE = ±175')
PROPOSED DOG HOUSE
PROPOSED SUN STATE FIBER JUNCTION BOX MOUNTED ON PROPOSED SPLIT-FACE CMU WALL, TO BE UTILIZED BY VERIZON FOR PROPOSED INSTALLATION
PROPOSED SUN STATE 600A METER/ DISCONNECT BANK W/ (3) EMPTY 200A METER SLOTS MOUNTED ON PROPOSED SPLIT-FACE CMU WALL, VERIZON TO UTILIZE (1) SPARE 200A METER SLOT FOR PROPOSED INSTALLATION
PROPOSED BOLLARD, TYP. OF (4)
PROPOSED TRANSFORMER (BY UTILITY ON PROPOSED CONCRETE PAD (BY CONTRACTOR)
PROPOSED SUN STATE 30'-0"x40'-0" SPLIT-FACE CMU WALL PAINTED TO MATCH EXISTING SURROUNDING BUILDINGS (HEIGHT VARIES)
PROPOSED VERIZON GPS ANTENNA MOUNTED ON PROPOSED RF CABINET
PROPOSED VERIZON RF CABINET MOUNTED ON PROPOSED CONCRETE PAD (BEYOND)
PROPOSED VERIZON POWER CABINET MOUNTED ON PROPOSED CONCRETE PAD (BEYOND)
PROPOSED VERIZON 4'-0"x12'-0" CONCRETE PAD
PROPOSED VERIZON 200A OUTDOOR RATED INTEGRATED LOAD CENTER MOUNTED ON PROPOSED SPLIT-FACE CMU WALL
PROPOSED VERIZON 30kW DIESEL BACK-UP GENERATOR MOUNTED ON PROPOSED CONCRETE PAD
12'-0"
HFL
*MONOPINE NOTE:
• ANTENNAS TO BE ENCLOSED IN RF FRIENDLY SOCK TO MATCH COLOR OF MONOPINE
• BRANCH DENSITY (4) BRANCHES PER FOOT. REPLACE BRANCHES AS NEEDED TO MAINTAIN LIKE NEW CONDITION.
NOTE:
TOPOGRAPHICAL CONTOURS IN FORGROUND NOT SHOWN FOR CLARITY.
PREPARED FOR
SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-3588 - FAX 480-664-3850
CARRIER
verizon
2600 W. GERONIMO PL., CHANDLER, AZ 85224
PHONE: (480) 777-4980
FAX: (480) 777-4991
A&E CONSULTING FIRM & SITE ACQUISITION
PINNACLE CONSULTING, INC
Site Acquisition | Engineering | Construction
1426 NORTH MARVIN STREET # 101
GILBERT, AZ 85233
PROJECT NO: AZ09-228
DRAWN BY: M.G.
CHECKED BY: KF
REV | DATE | DESCRIPTION | BY
0 | 11/06/25 | FINAL ZONING | M.G.
FINAL
FOR ZONING
ONLY

Site: AZ09-228 Slice

Address: 7061 Old Black Canyon Hwy. ~ Prescott Valley, AZ 85314

SUN STATE TOWERS

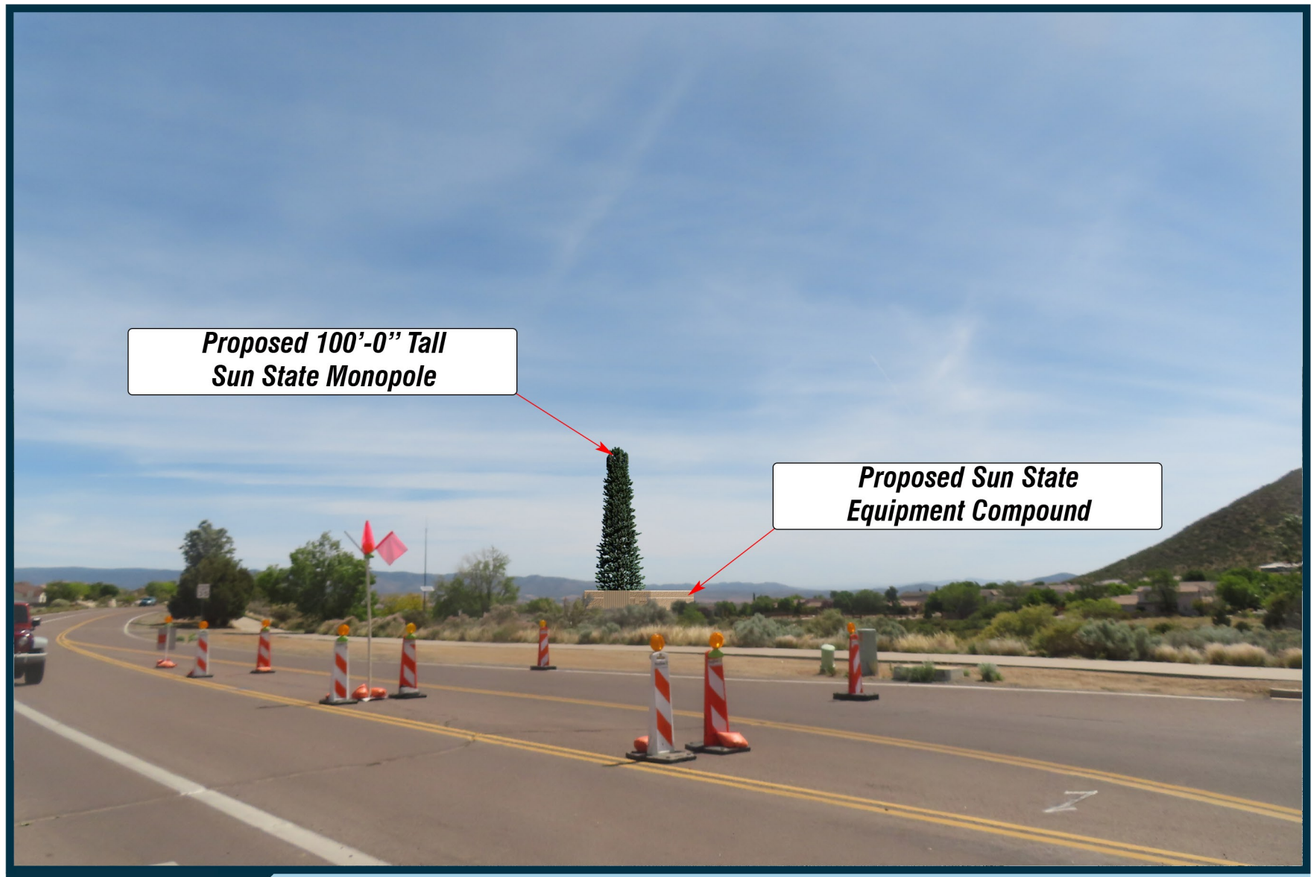
04/23/2026 | ***View 1***



Location Map



Existing



Proposed ***Notes: 410' from proposed site, looking East.***

These depictions are for demonstrative purposes only.
They are to be used in addition to the engineering drawings for an accurate representation of the site

Applicant

SUN STATE TOWERS
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

Contact

PINNACLE CONSULTING, INC
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

Site: AZ09-228 Slice

Address: 7061 Old Black Canyon Hwy. ~ Prescott Valley, AZ 85314

SUN STATE TOWERS

04/23/2026 | ***View 2***



Location Map



Proposed | ***Notes: 445' from proposed site, looking North.***



Existing

These depictions are for demonstrative purposes only.
They are to be used in addition to the engineering drawings for an accurate representation of the site

Applicant

SUN STATE TOWERS
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

Contact

PINNACLE CONSULTING, INC
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

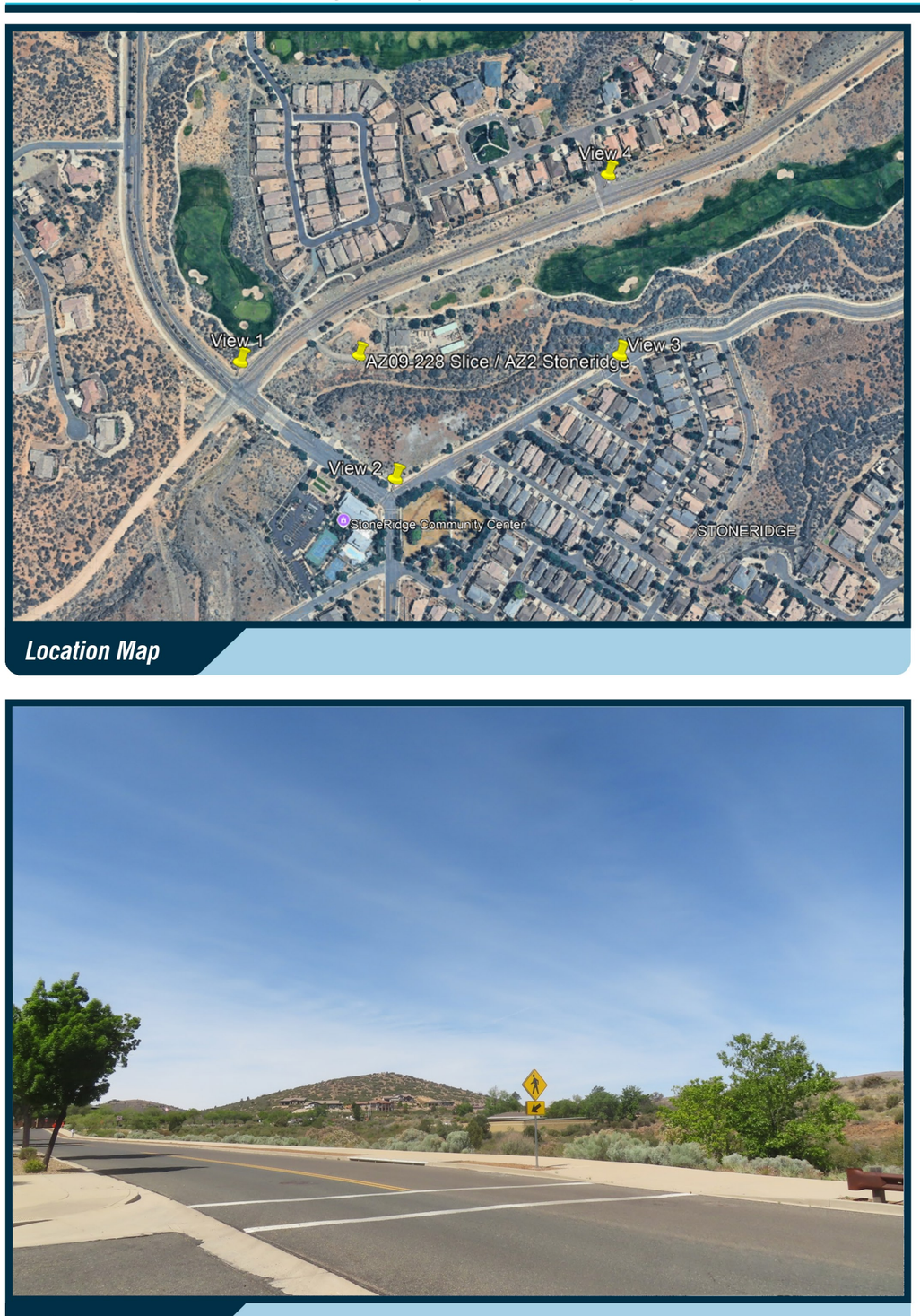
Site: AZ09-228 Slice

Address: 7061 Old Black Canyon Hwy. ~ Prescott Valley, AZ 85314

SUN STATE TOWERS

04/23/2026 | ***View 3***

Location Map



Existing



Proposed ***Notes: 895' from proposed site, looking West.***

These depictions are for demonstrative purposes only.
They are to be used in addition to the engineering drawings for an accurate representation of the site

Applicant

SUN STATE TOWERS
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

Contact

PINNACLE CONSULTING, INC
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

Site: AZ09-228 Slice

Address: 7061 Old Black Canyon Hwy. ~ Prescott Valley, AZ 85314

SUN STATE TOWERS

04/23/2026 | ***View 4***



Location Map



Existing



Proposed

Notes: 1045' from proposed site, looking Southwest.

These depictions are for demonstrative purposes only.
They are to be used in addition to the engineering drawings for an accurate representation of the site

Applicant

SUN STATE TOWERS
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

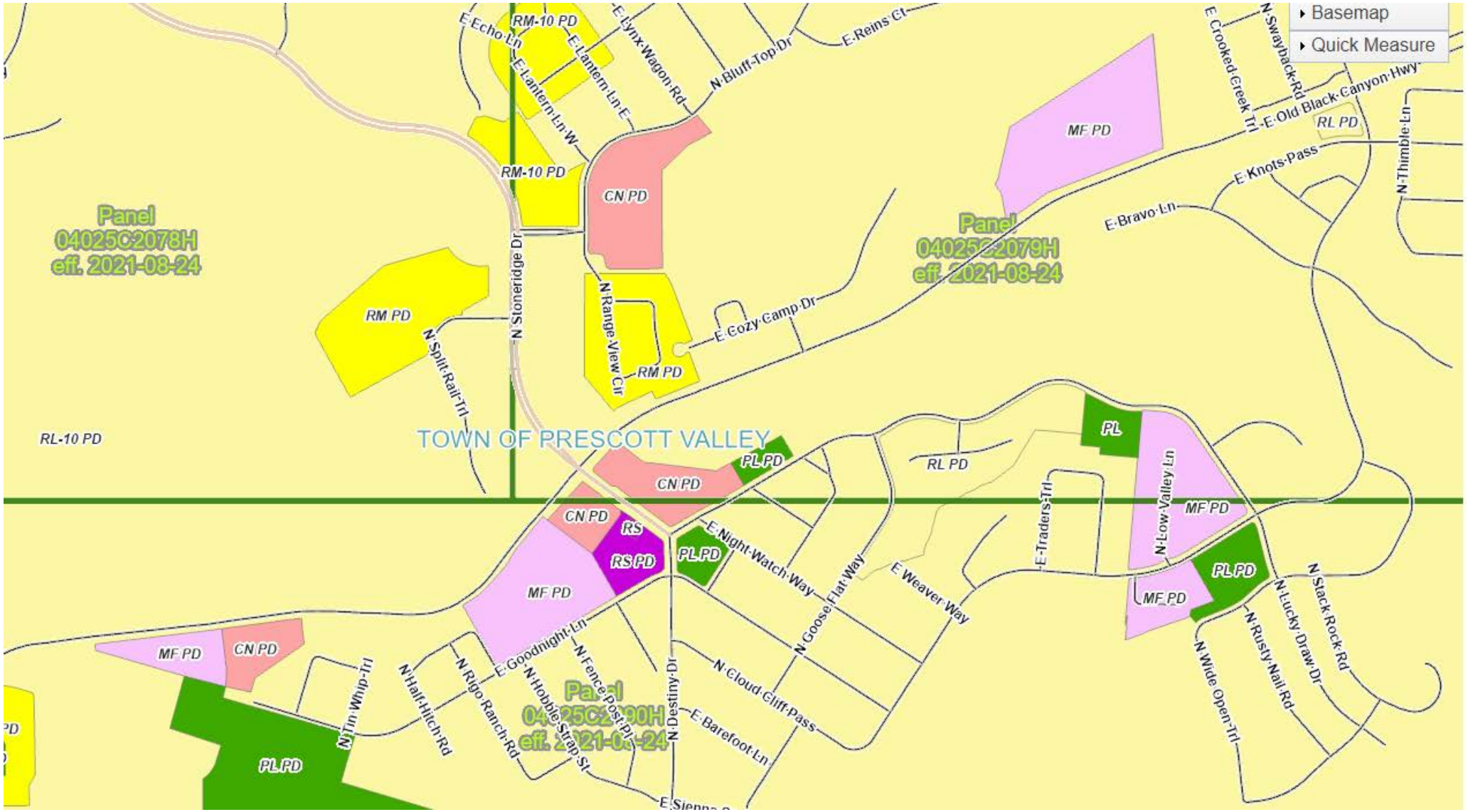
Contact

PINNACLE CONSULTING, INC
1426 North Marvin Street, Suite 101
Gilbert, AZ 85233

Aeriel Overview



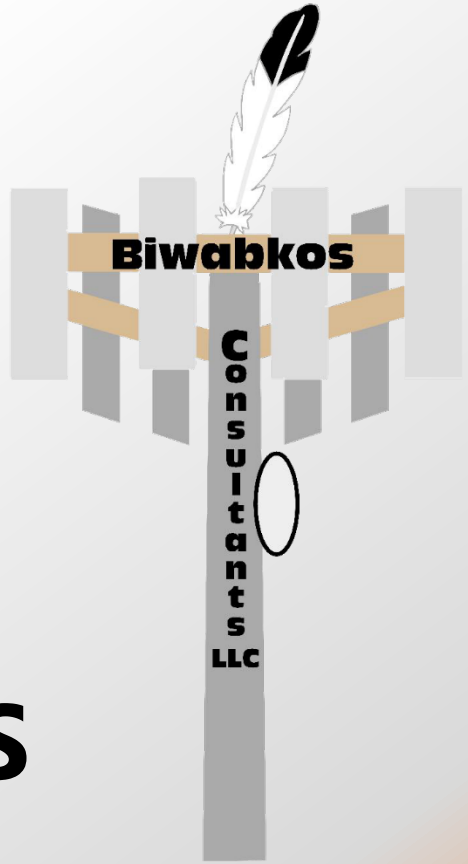
Zoning Overview



Telecommunications Act of 1996

This Act restricts local governments from regulating the placement of wireless facilities based on environmental effects of radio frequency emissions, provided the facilities comply with FCC regulations.

WIRELESS NETWORK CONSULTING



AZ09-228 Slice

Verizon AZ2_STONERIDGE

Capacity / Coverage Site

RF DESIGN ANALYSIS

2026

Coverage vs Capacity

- **Capacity is providing bandwidth or processing capacity to service the customers in the area.**
  - Areas where large numbers of users are in a specific geographic areas
  - Areas where users are demanding higher data rates for services
  - Areas with a large amount of indoor users
- **Coverage is Providing Service where service does not exist, calls drop, or "no service".**
  - Areas where sites are farther apart
  - Areas where terrain or buildings block signals
  - Areas where indoor service is low or nonexistent

Objective of new site

- **Capacity**
  - Provide additional bandwidth for customers along Old Black Canyon Hwy and North Stoneridge Drive
  - Offload overloaded sectors on neighbor sites
- **Coverage**
  - Provide additional coverage along Old Black Canyon Hwy and North Stoneridge Drive
  - Provide coverage for surrounding businesses and residences
- **Why is this site important?**
  - 96% of Americans own a Cellular Phone
  - 57% of American Homes rely exclusively on cellular phones
  - 84% or more of 9-1-1 emergency calls are made from wireless devices

Proposed Site

- 100’ Monopine Tower
  - With 5’ of branches
  - 7061 Old Black Canyon Hwy
  - Prescott Valley, AZ 86314
    - Latitude: 34.563229 N (NAD83)
    - Longitude: -112.341214 W (NAD83)
    - Ground Elevation: 5195' (NAVD88)
    - Anchor tenant is Verizon
  - Antenna Centerline at 95’ AGL

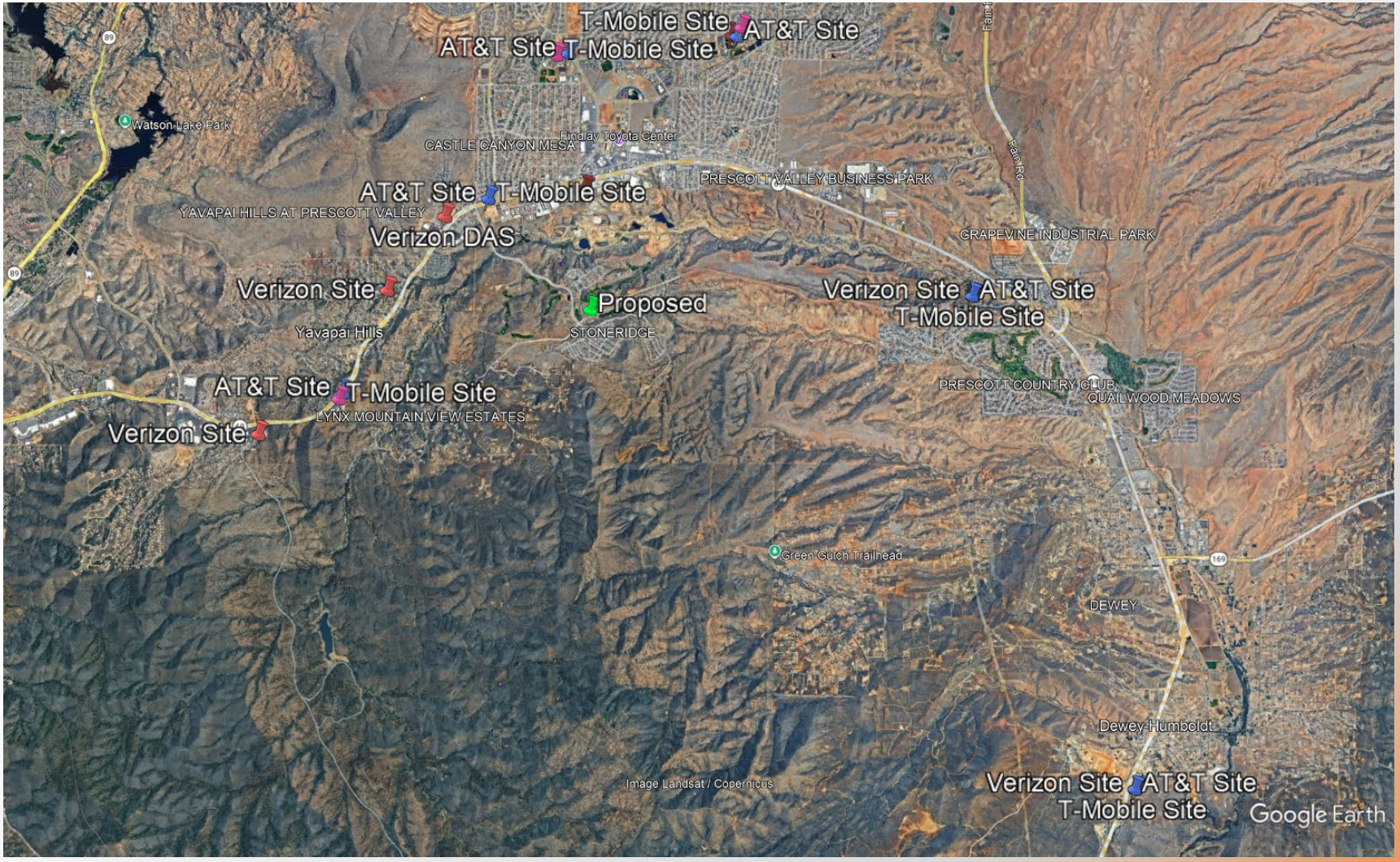
Why here?

- Users overloading surrounding sectors causing lower throughput for customers around the proposed tower
- Lack of coverage to the East, South and West of the proposed
- Increased network utilization in suburban/rural areas of Arizona

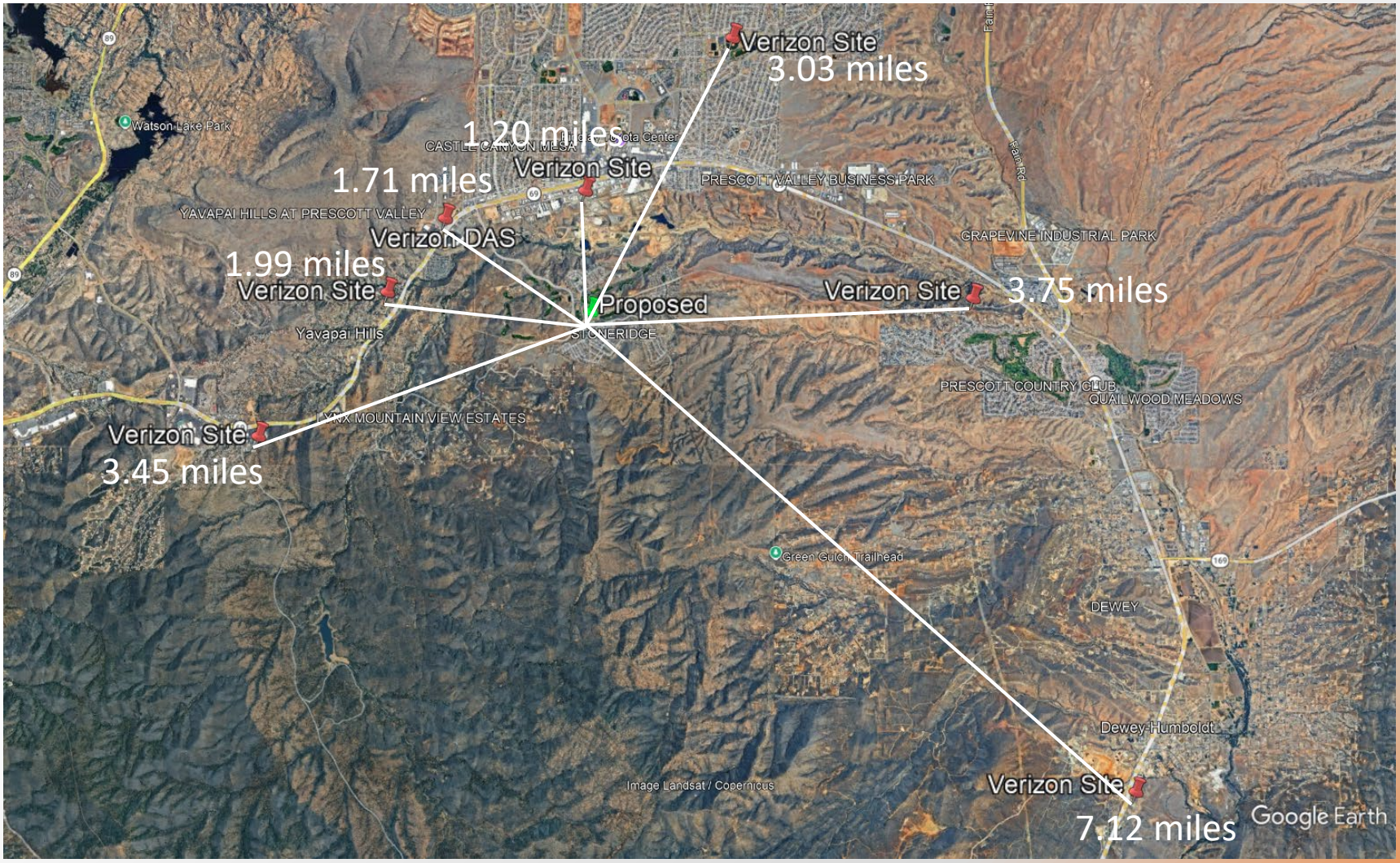
Zoom – proposed site



All Carriers surrounding sites



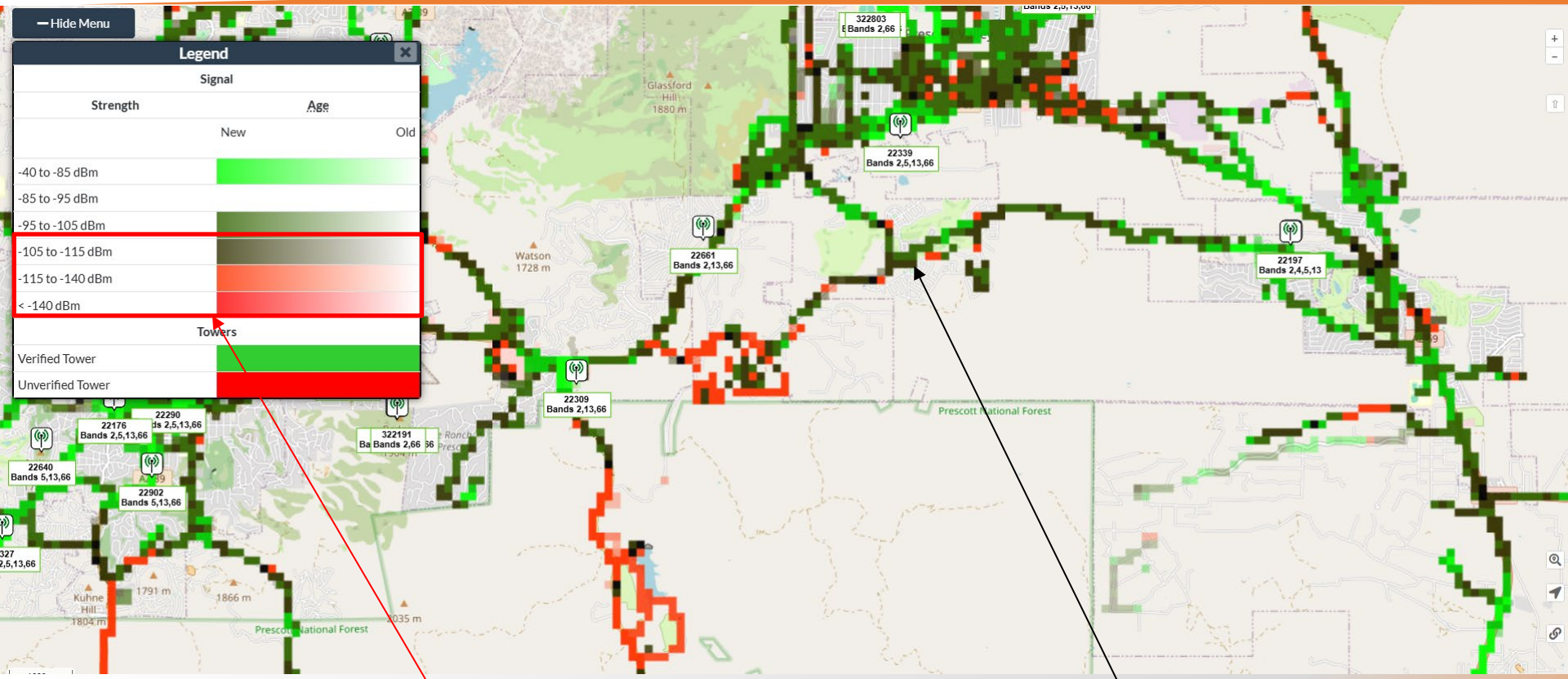
Active Verizon sites and neighbors



2026

CellMapper Data for Verizon

Source https://cellmapper.net



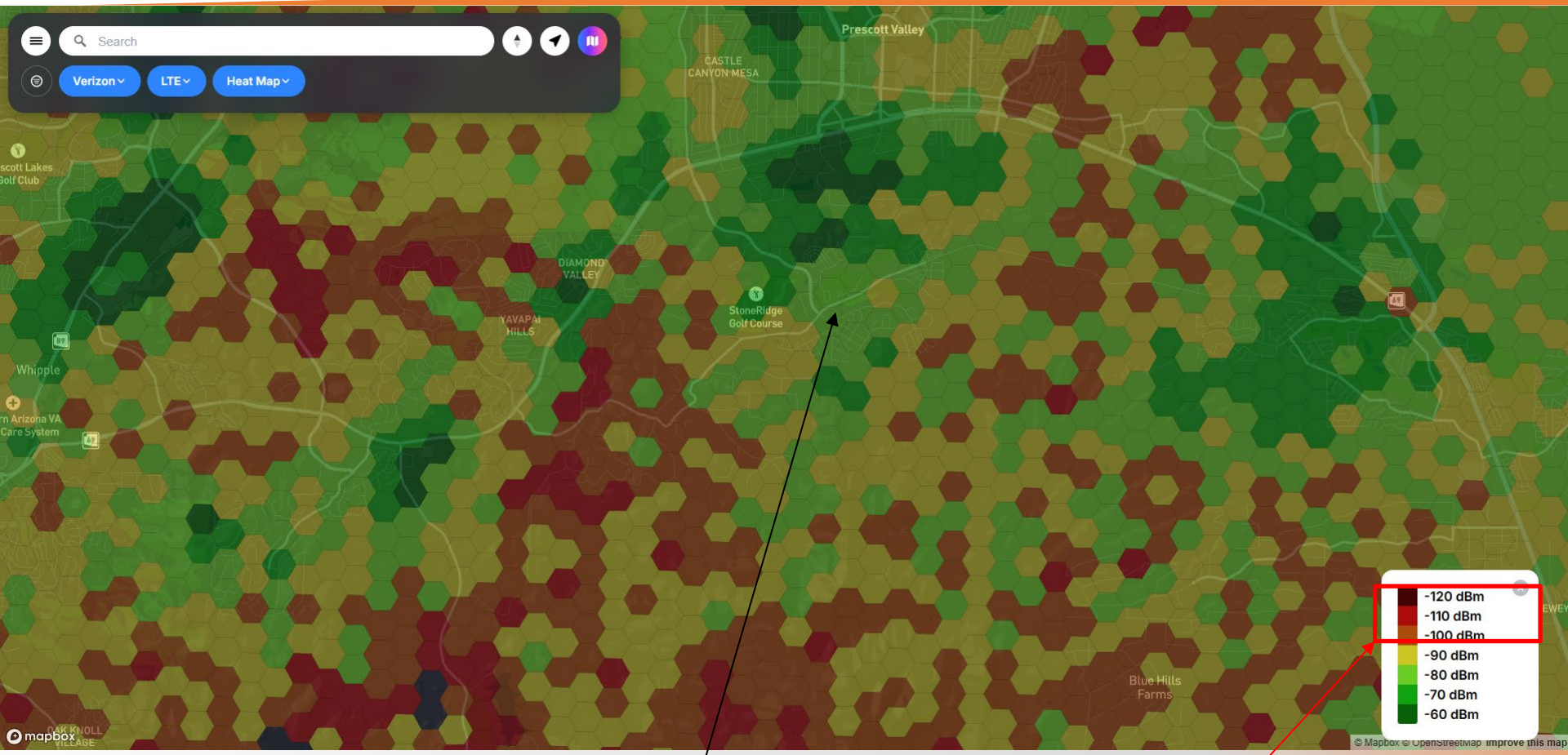
Poor Service Quality

Proposed Site

2026

Coverage Map Data for Verizon

Source https://map.coveragemap.com



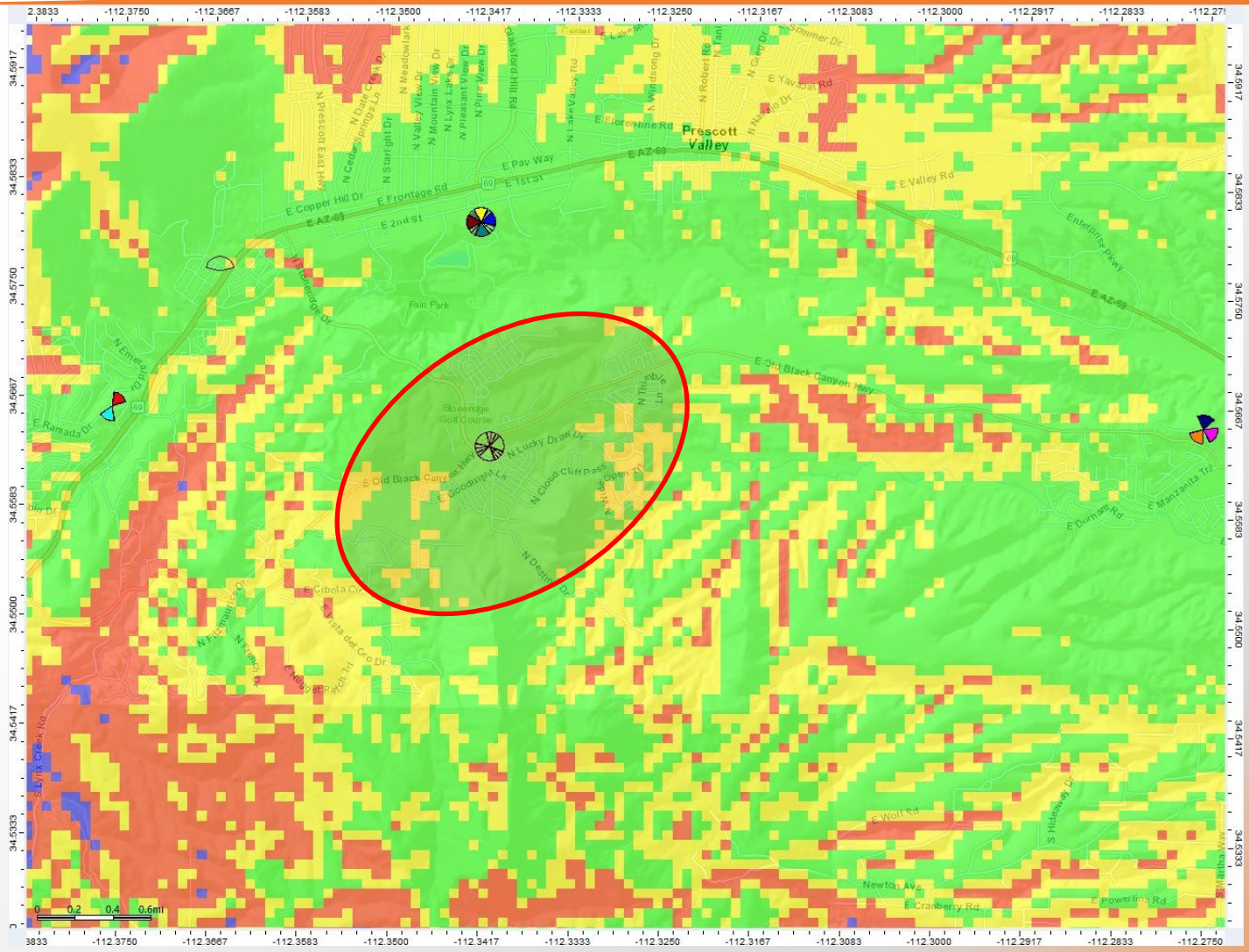
Proposed Site

Poor Service Quality

2026

RSRP - Current Coverage
751 MHz low band

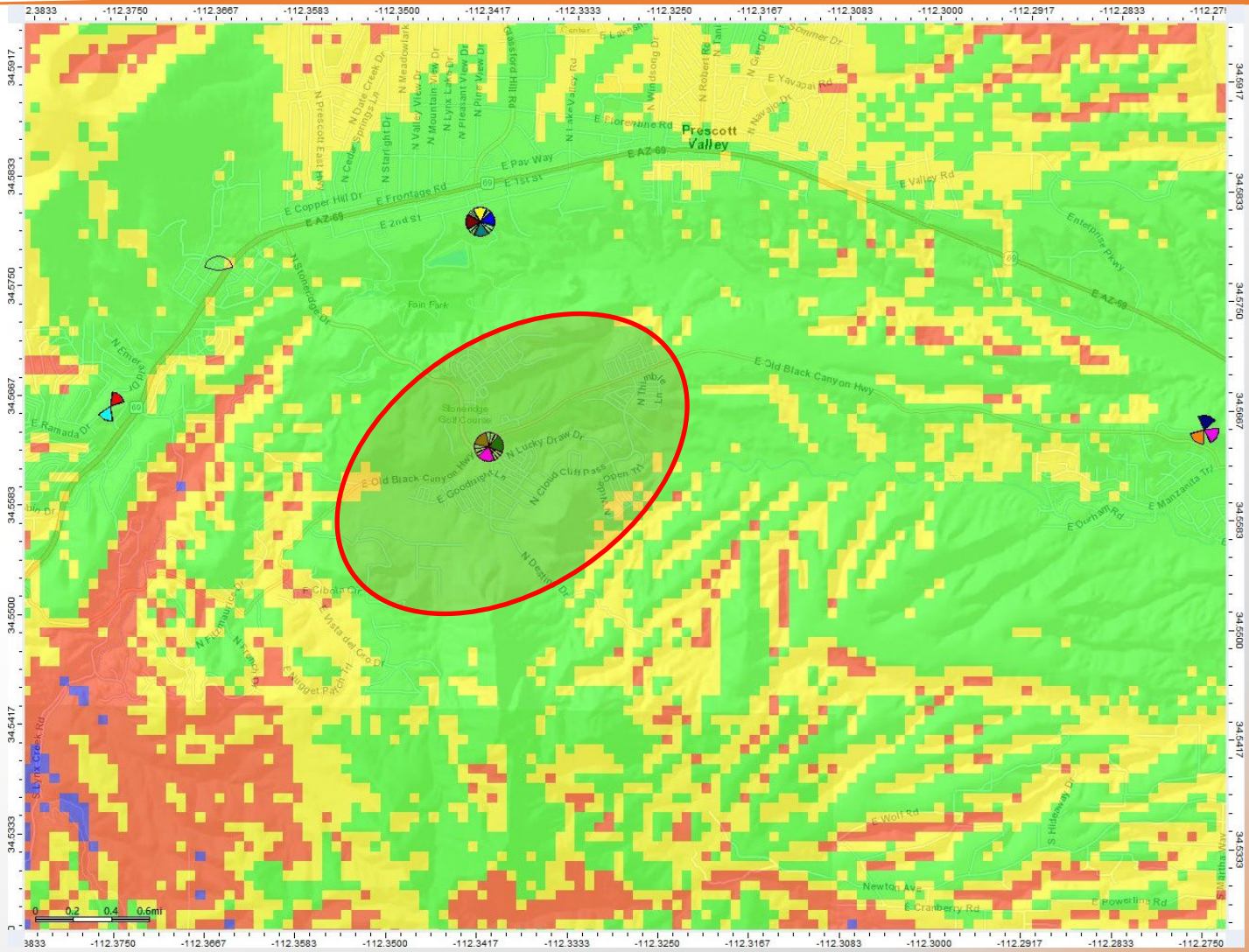
LEGEND	
	Indoor >= -85 dbm
	In-Vehicle >= -95 dbm
	Outdoor >= -101 dbm



2026

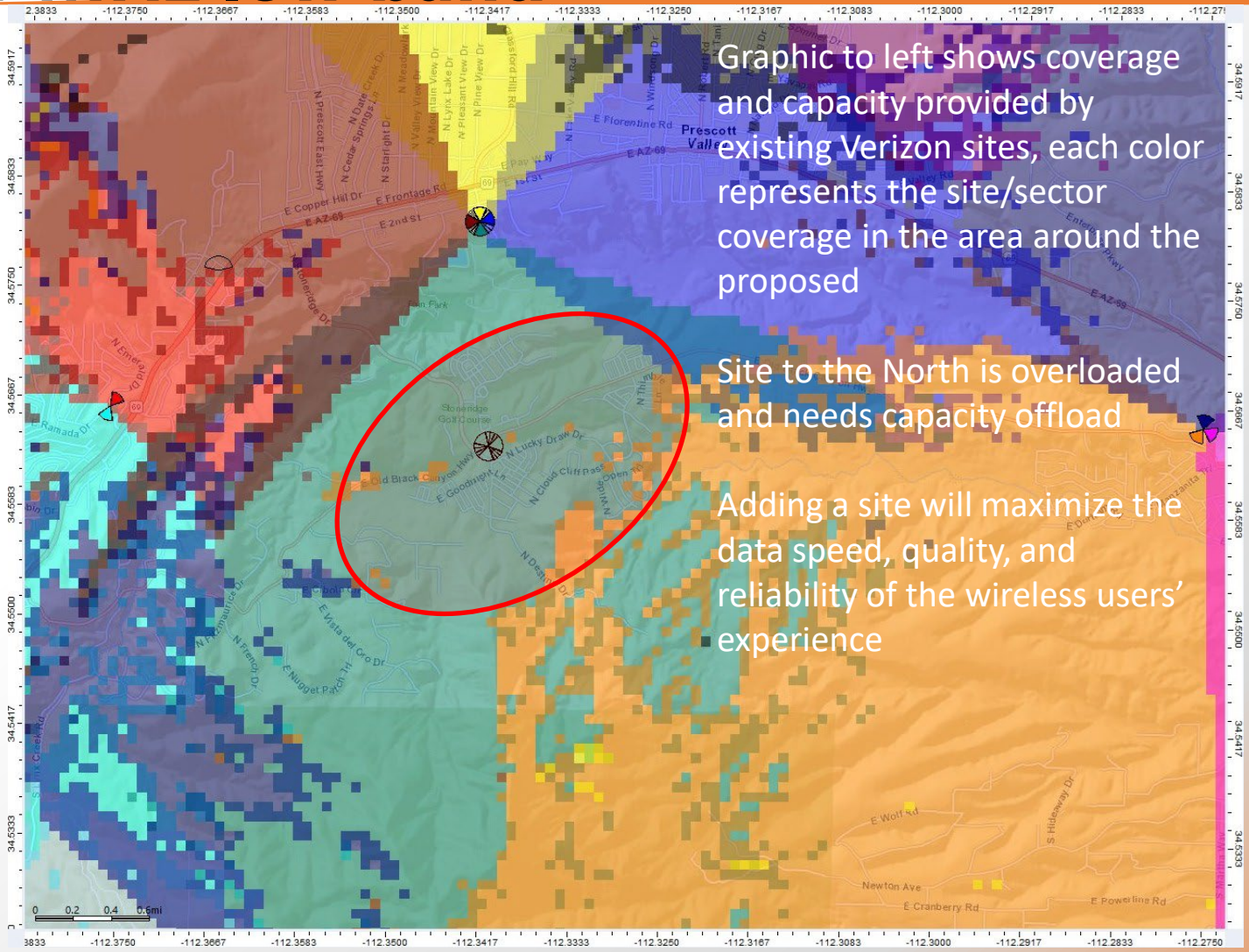
RSRP – Proposed Coverage
751 MHz low band

LEGEND	
	Indoor >= -85 dbm
	In-Vehicle >= -95 dbm
	Outdoor >= -101 dbm

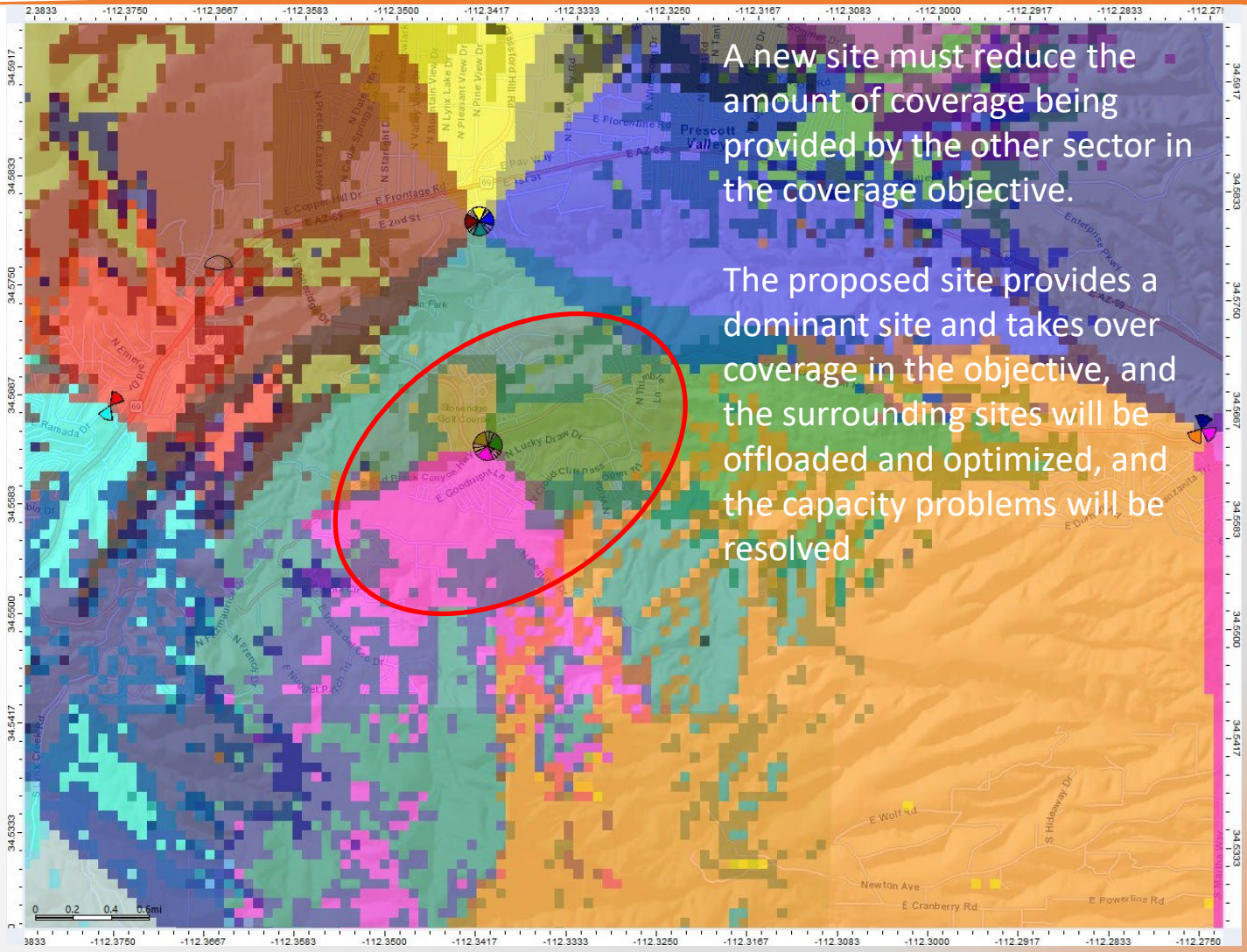


2026

Best Server
Current coverage (-120dbm)
751 MHz low band

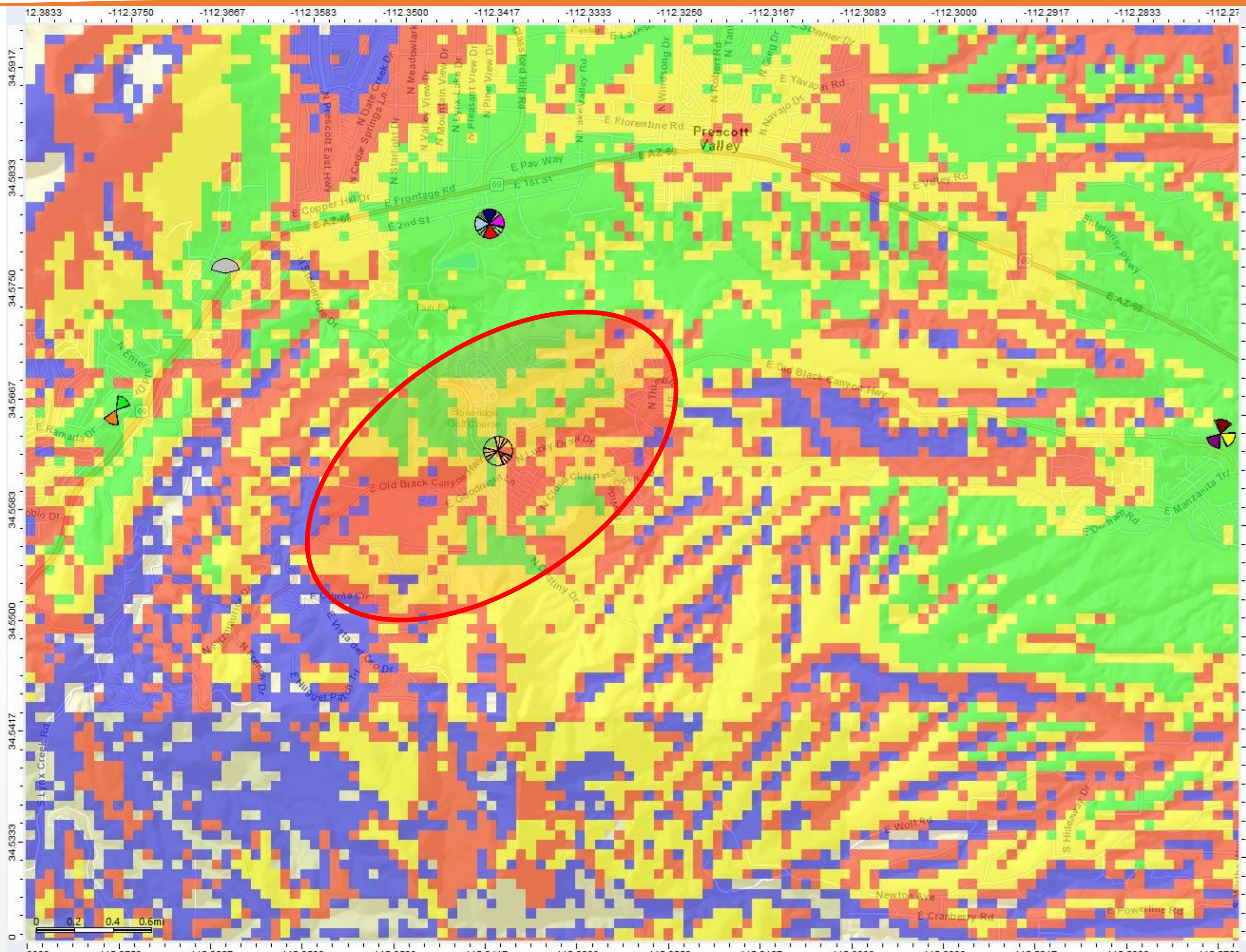


Best Server with proposed (-120dbm) 751 MHz low band



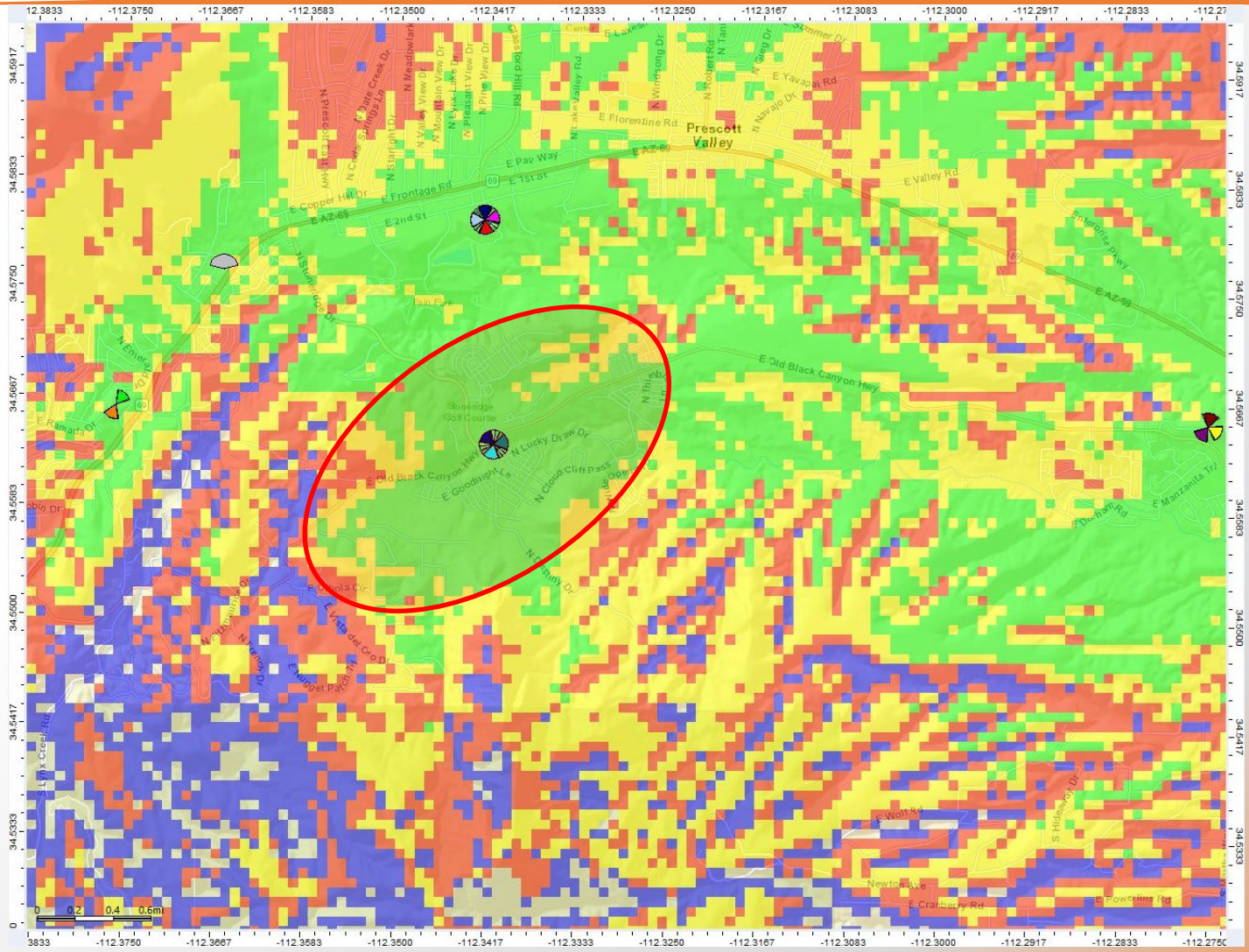
RSRP - Current Coverage 2130 MHz mid band

LEGEND	
(green)	Indoor >= -85 dbm
(yellow)	In-Vehicle >= -95 dbm
(red)	Outdoor >= -101 dbm



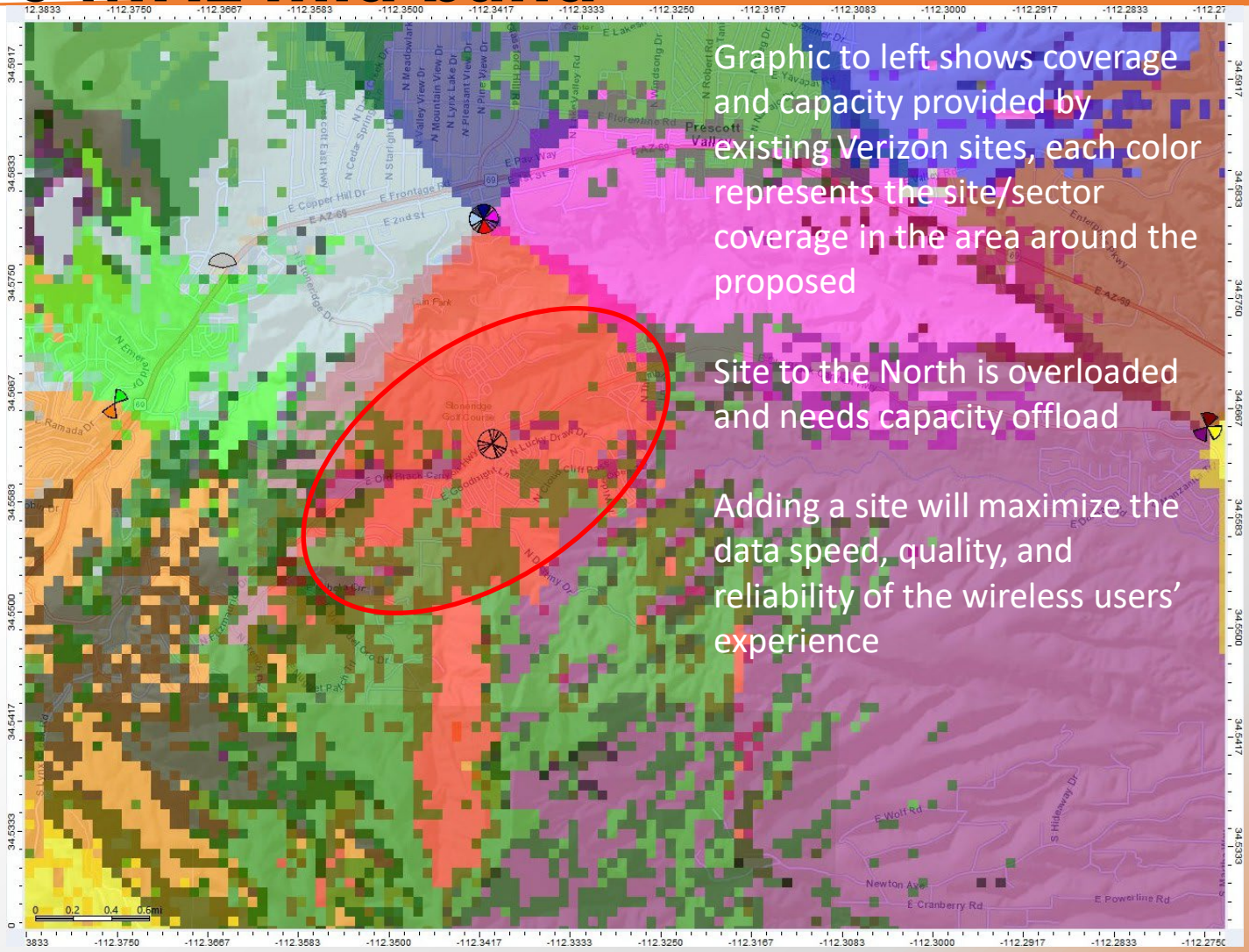
RSRP – Proposed Coverage 2130 MHz mid band

LEGEND	
	Indoor >= -85 dbm
	In-Vehicle >= -95 dbm
	Outdoor >= -101 dbm

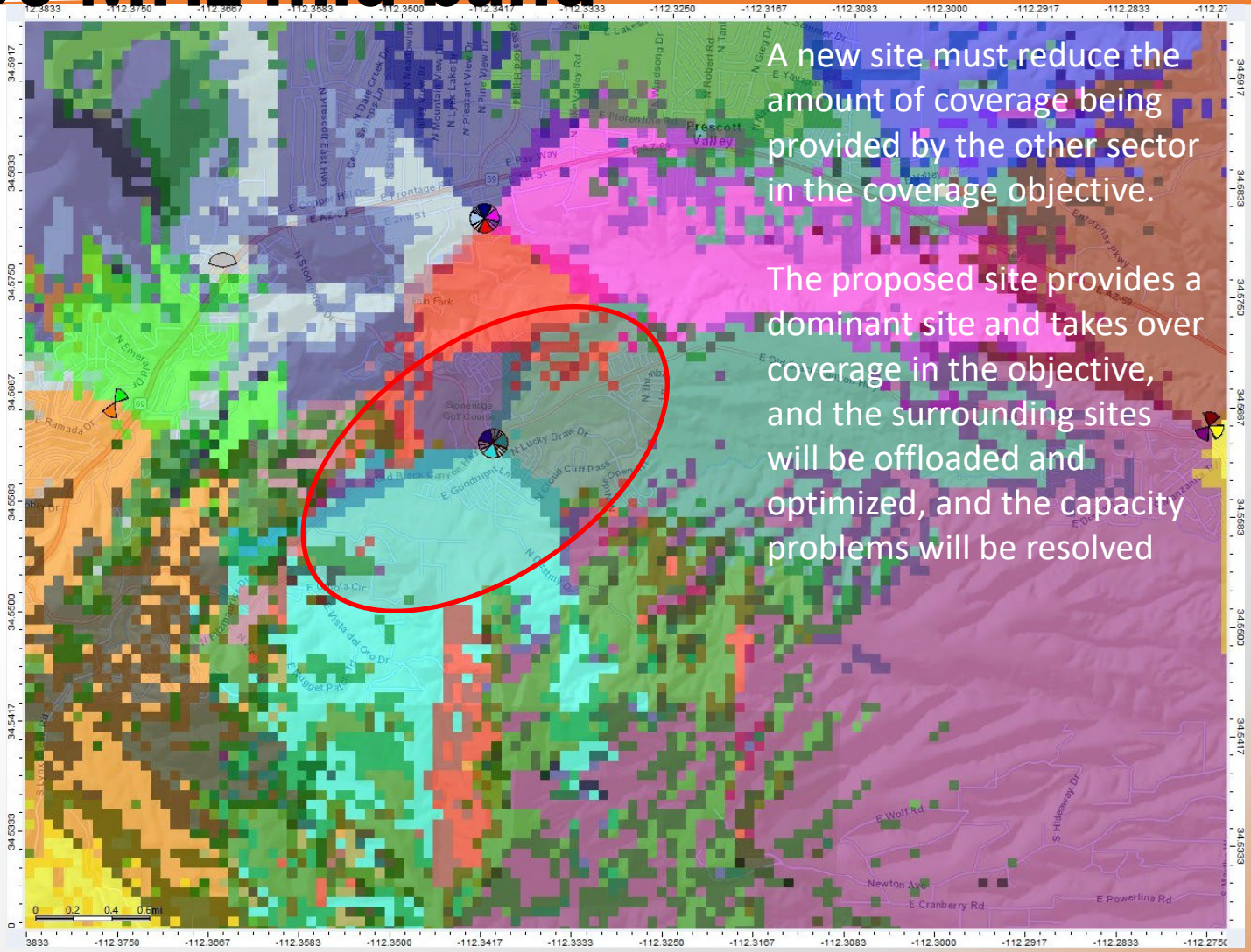


2026

Best Server
Current coverage (-120dbm)
2130 MHz mid band



Best Server with proposed (-120dbm) 2130 MHz mid band

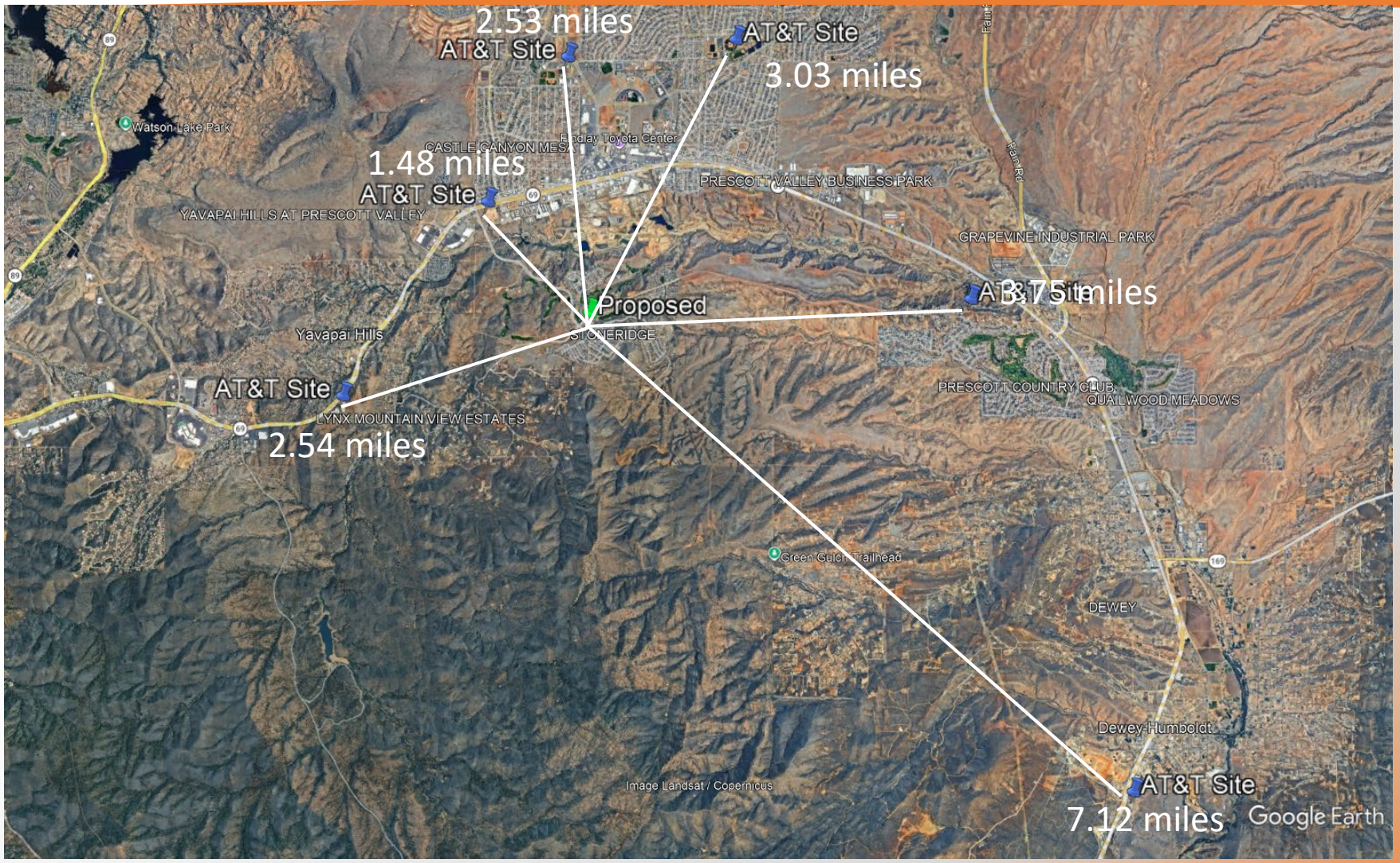


Summary

- Existing sectors are overloaded with capacity, and the proposed tower is needed for offload to increase customer quality (throughput)
- Area needs service improvement as shown by the Crowdsource data
- Coverage is lacking to the East, South and West of the proposed
- Recommend approval of proposed tower as it will increase service quality and provide coverage as well as multiple tenants can attach
- This will allow other service providers to add antenna systems and increase overall service in the area

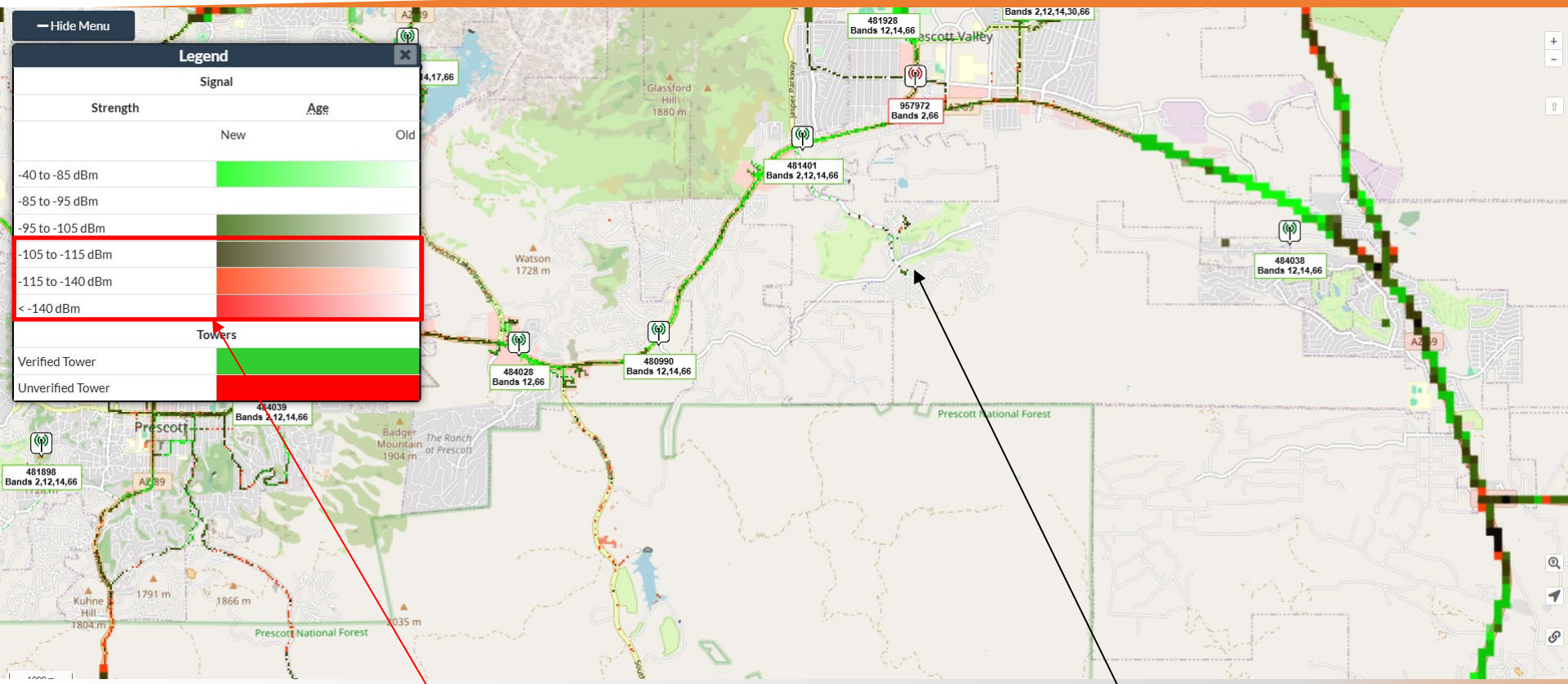
APPENDIX

AT&T Sites


2.53 miles
AT&T Site
AT&T Site
3.03 miles
Watson Lake Park
CASTLE CANYON MESA
Findlay Toyota Center
1.48 miles
AT&T Site
PRESCOTT VALLEY BUSINESS PARK
YAVAPAI HILLS AT PRESCOTT VALLEY
GRAPEVINE INDUSTRIAL PARK
Proposed
STONERIDGE
Yavapai Hills
AT&T Site
PRESCOTT COUNTRY CLUB
QUAILWOOD MEADOWS
LYNX MOUNTAIN VIEW ESTATES
2.54 miles
Green Gulch Trailhead
DEWEY
Dewey-Humboldt
Image Landsat / Copernicus
AT&T Site
7.12 miles
Google Earth

CellMapper Data for AT&T

Source https://cellmapper.net



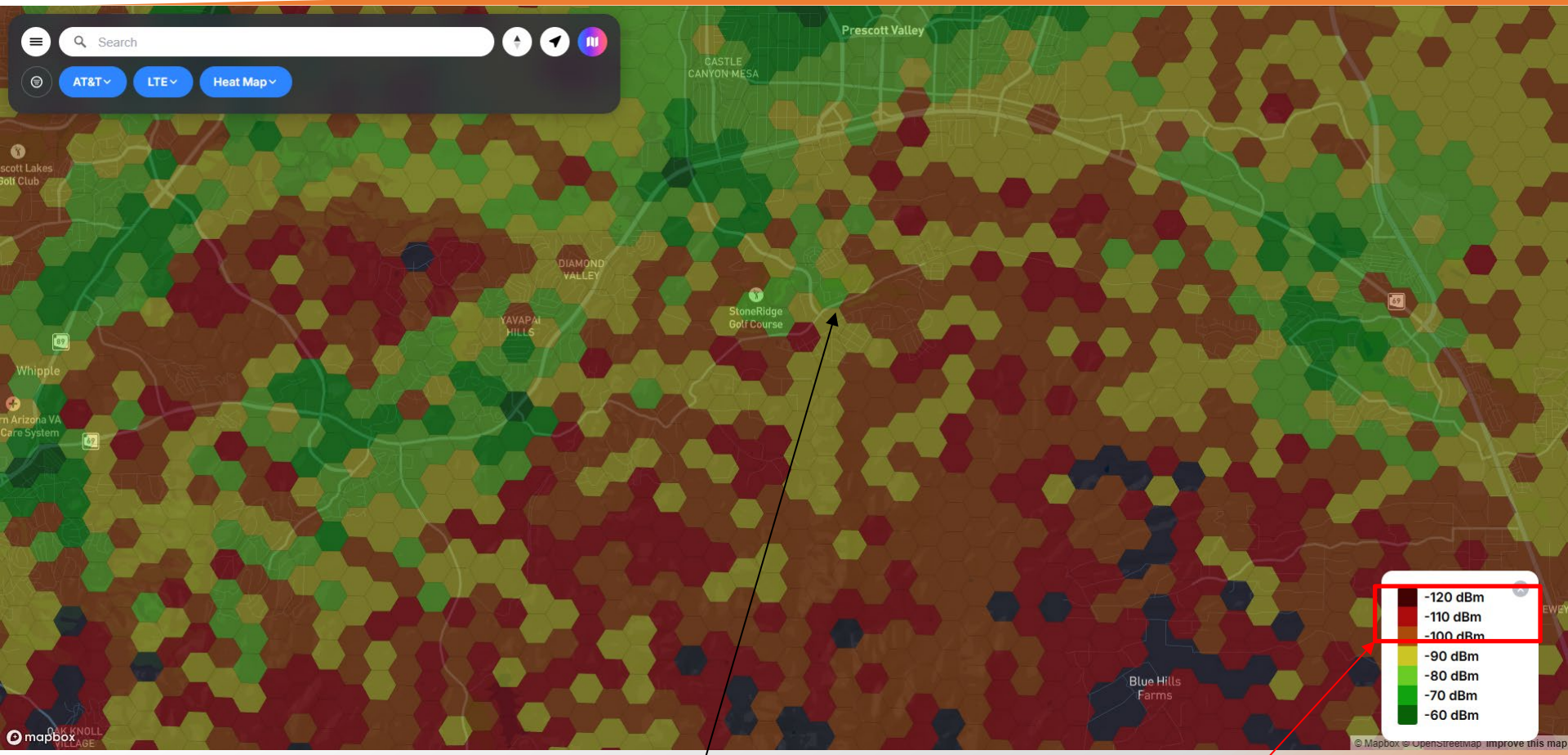
Poor Service Quality

Proposed Site

2026

Coverage Map Data for AT&T

Source https://map.coveragemap.com



Proposed Site

Poor Service Quality

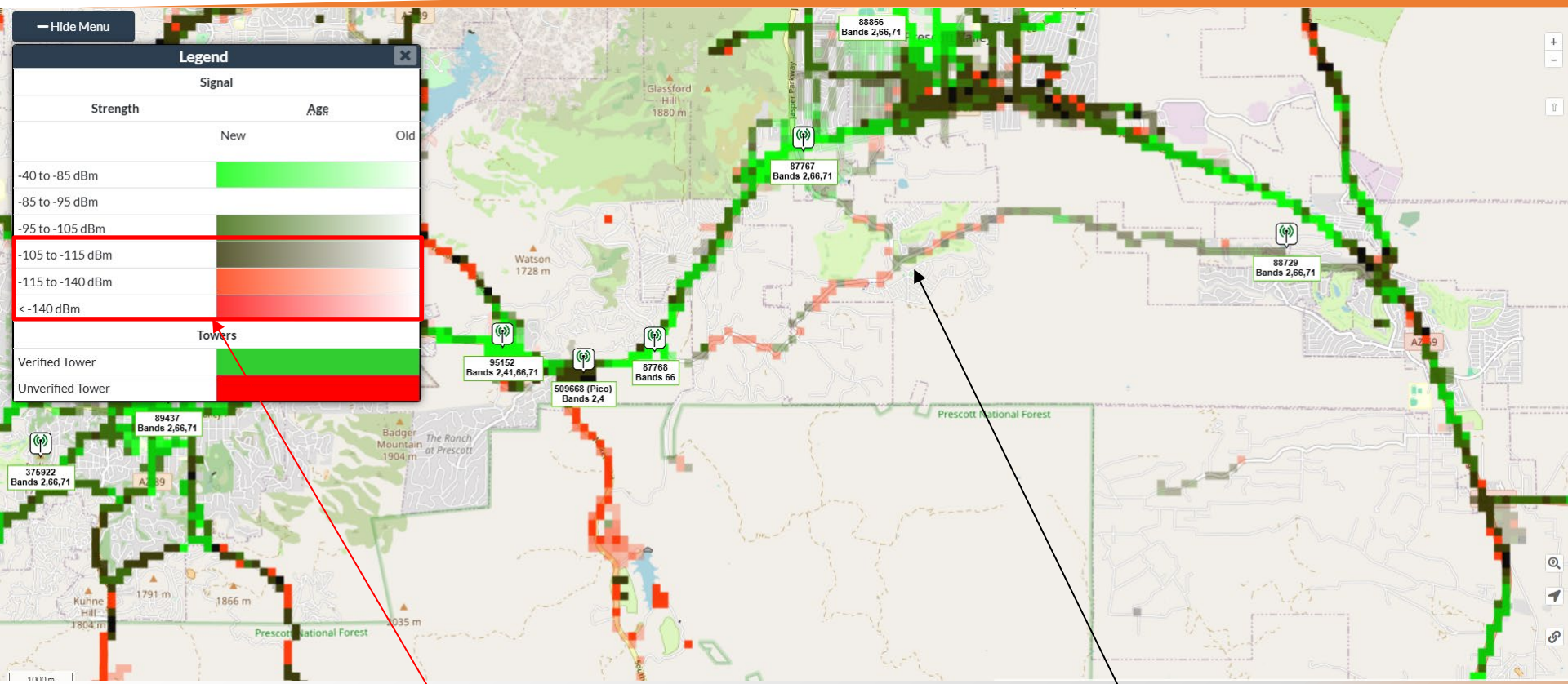
2026

T-Mobile Sites



CellMapper Data for T-Mobile

Source https://cellmapper.net



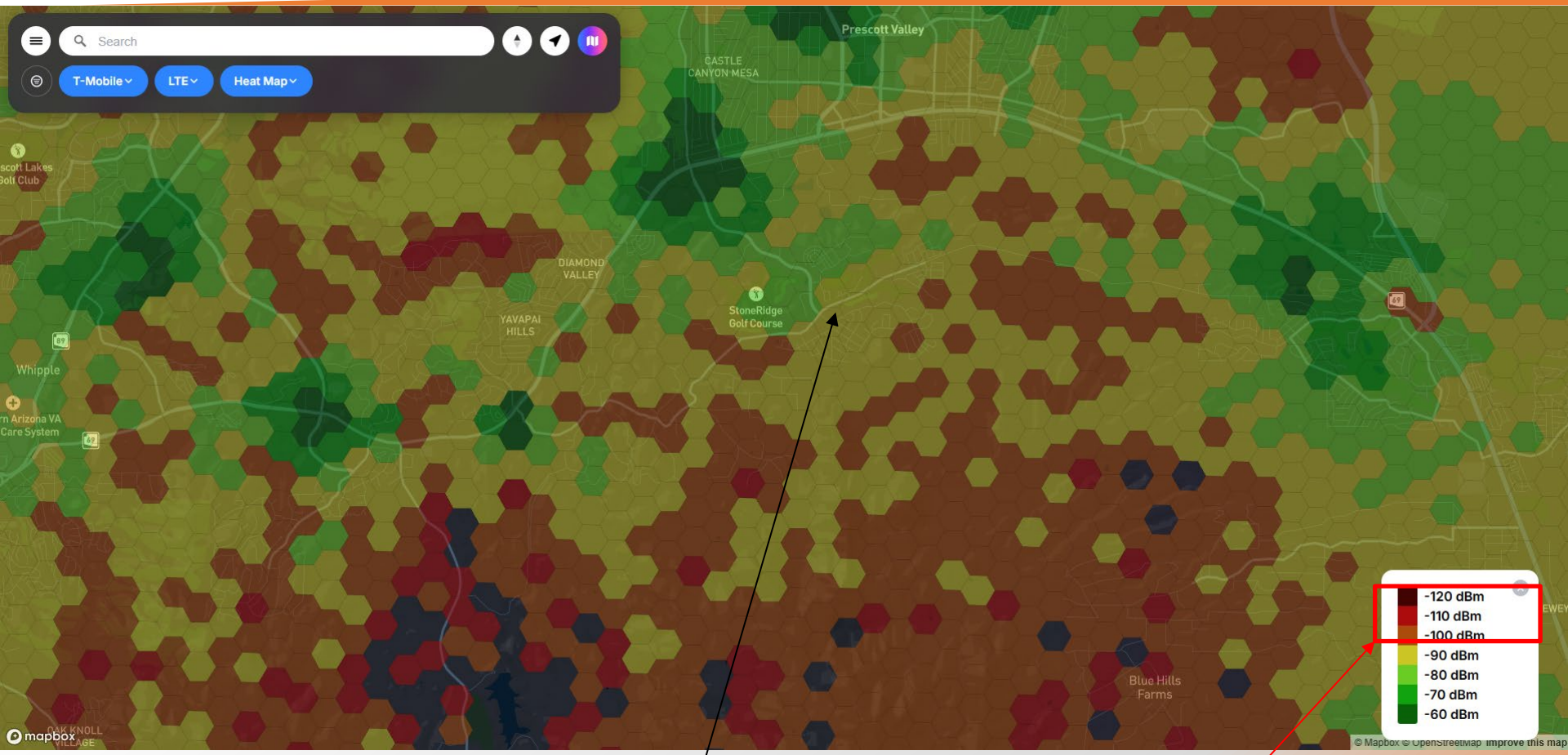
Poor Service Quality

Proposed Site

2026

Coverage Map Data for T-Mobile

Source https://map.coveragemap.com



Proposed Site

Poor Service Quality

2026

Ionizing vs Non-Ionizing

- There are two (2) types of Energy/Radio Waves
  - **Ionizing**
    - These are waves that can effect human DNA
    - Examples are:
      - Gamma rays
      - X-Rays
    - This is one of the reasons the nurse steps out of the room and you wear a lead overcoat when you get X-Rays at the dentist.
  - **Non- Ionizing**
    - These are waves do not effect human DNA
    - Examples are:
      - Car Radios
      - Television
      - Wi-Fi Access points and routers
      - Bluetooth headsets
      - Cellphones and Smartphones
      - Lightbulbs
      - Wireless Baby Monitors
      - TV remotes
  - Absorption of waves is proximity based, the closer you are to the antenna the more non-ionizing energy is absorbed. You will absorb 50% of the FCC's General Public limit with your smartphone next to your ear versus less than 10% of the FCC's General Public limit from the antennas when you are standing 20' away from the proposed tower.
  - The further you walk away from the tower it decreases even more.

General Public & Occupational limits

- The FCC isolated two (2) groups relative to access around wireless antennas
- The first group is called Occupational
  - This refers to areas where workers would be allowed (general public cannot access) but the workers would not have knowledge about antennas (An example would be an Air Conditioner Repair Technician). Barriers or signage may be needed to alert the worker when close to the antennas.
    - Examples are:
      - Rooftop access behind a locked door
      - Compound access behind a locked gate
  - The FCC determined the safe value and then lowered by a factor of 10 and that is the value the wireless carriers use in the studies
  - The exposure levels are averaged over 6 minutes
- The second group is called General Public
  - Uncontrolled access (General Public)
    - This group is for areas with general public access, the public would not have a knowledge of an antenna being close to them
    - Examples are:
      - Sidewalks
      - Parks
      - Public accessed buildings
  - The FCC determined the safe value and then lowered by a factor of 50 and that is the value the wireless carriers use in the studies
  - The exposure levels are averaged over 30 minutes
- Compare the value for a tower which is 10mW to the power of a smartphone which is 200mW of power.

FEDERAL COMMUNICATIONS ACT OF 1996

FEDERAL COMMUNICATIONS ACT OF 1996

- Preserves local zoning authority… *KIND OF*. (Has strong limits.)
- Prohibits consideration of alleged and unproven health effects of RF emissions.
- Any denial must be supported by **substantial evidence** in a written record.
- Cannot deny if denial would "**have the effect of prohibiting the provision of personal wireless services.**"
- Cannot discriminate between wireless carriers.

COMMUNICATIONS ACT

Except as provided in this paragraph, nothing in this chapter shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

47 U.S. Code § 332 (c) (7), emphasis added.

COMMUNICATIONS ACT

The "***Except as provided in this paragraph***" -

(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof-

I. Shall not unreasonably discriminate among providers of functionally equivalent services; and

II. **shall not prohibit or have the effect of prohibiting the provision of personal wireless services**.

47 U.S. Code § 332 (c) (7) (B) (i) (II), emphasis added

SITE IS NEEDED

A significant gap in wireless service and coverage exists,

and

the proposed site is the least intrusive means of filling that gap.

The ***old*** federal standard

SITE IS NEEDED

- Wireless carrier Verizon has determined that it has a significant gap in its existing wireless service coverage, and needs to fill it.
- Also, Verizon needs to upgrade its existing wireless service in the area.
- Without the proposed site, Verizon's ability to provide wireless services is **materially inhibited**.

The ***new*** federal standard

CANNOT CONSIDER RF EMISSIONS

ENTITLED TO APPROVAL

Our application complies with the standards and requirements in Prescott Valley's ordinance.

Even if it *didn't* comply with the ordinance, our application is entitled to approval under the federal Communications Act.

ITEM NO. 11g

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Stacey Bristow, Development Services Director

DEPARTMENT: Development Services

AGENDA TYPE: New Business

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

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:

PROJECT LOCATION:	South of Old Black Canyon, Northeast of StoneRidge Drive
APN:	A portion of 103-61-004C
PROPERTY OWNER:	Pinnacle Consulting
APPLICANT:	Pinnacle Consulting

ZONING DISTRICT:	CN-PD GENERAL PLAN DESIGNATION: Community Commercial
GROSS ACREAGE:	0.30 Acres

ZMC26-002:
Upon the application of Pinnacle Consulting (Logan Williams, owner), this is a request for a Zoning Map Change (ZMC26-002) from CN-PD (Commercial: Neighborhood Sales and Services, Planned Area Development) to RL-10 PD (Residential; Single Family Limited, Planned Area Development), with a condition of a Special Use Permit, on approximately 0.30 acres to accommodate development of Cell Tower. [APN #103-61-001]

NEIGHBORHOOD FEEDBACK:

A virtual neighborhood meeting for both this Zoning Map Change (and the related Minor General Plan Amendment) was held on May 14, 2026. In accordance with the Town Code, 102 notifications were sent out on April 27, 2026 for this meeting (with the meeting ID and contact information for the applicant). Two people responded to the mailing with concern about the location and information was provided about why the location was chosen over others. In the meeting, the applicant (along with a Radio Frequency consultant) were available. No one attended the meeting. Following the meeting, no additional comments or outreach were received by the applicant.

GENERAL PLAN:

The Town of Prescott Valley General Plan 2035 designates the project area as Community Commercial. It must be changed to Low Density Residential in conjunction with the related rezoning to RL-10 PD (Residential; Single Family Limited, Planned Area Development) with a special use permit.

Areas north and west of the site are designated as Low Density Residential, Areas south of the site are designated Community Commercial. Areas to the East are designated as Public/Quasi.

ZONING SUMMARY:

The current zoning designation is CN-PD (Commercial; Neighborhood Sales and Services, Planned Area Development).

North and west of the site are zoned RL-10 PD (Residential; Single-Family Limited, Planned Area Development). South of the site is zoned CN-PD (Commercial; Neighborhood Sales and Services, Planned Area Development). To the east is PL (Public Lands).

The request is to change the zoning designation to RL-10 PD (Residential; Single-Family Limited, Planned Area Development).

The related Zoning Map Change is required because the parcel lines are being moved south to include this 0.30 acres in APN #103-31-001. Town Code 13-03-030(A).requires that the zone boundaries follow lot lines and parcels must have only one zoning designation. Adjustment of the lot line is proposed as a condition of this rezoning, and the applicant will submit the lot line adjustment upon approval.

The proposal is for a 100’ cell tower that will be disguised as a pine tree (monopine). The monopine branches will extend above the cell tower (to a maximum height of 105’). The height will allow for multiple carriers to attach to the pole in the future (instead of having to have multiple cell towers in the area).

The screened ground equipment enclosure for the cell tower will be separate from the cell tower itself, with the total leased land being approximately 1,408 square feet.

Towers, antennas, and wireless telecommunications facilities must be set back from any lot line a distance equal to at least 100% of the height of the structure unless the zoning district where the facility is located requires a greater setback. The nearest setback to a property line will be the new property line on the south, and will be the minimum of 100’ (height of the actual tower).

The nearest home is to the north approximately 312’ away from the tower on Range View Drive.

Landscaping, lighting, and screening shall be installed pursuant to the requirements of Town Code Articles 13-11 and 13-12 respectively. The landscape design will include a plant palette with a variety of tree types, shrubs, and ground cover that adhere to the Prescott Valley and/or Prescott Active Management Area (“AMA”) low water use plant material list (in character with the surrounding development). Native vegetation should be used whenever possible.

Section 13-13-110(G) allows a special use permit in the rezone as long as it is expressly authorized as a condition of rezoning and included in the zoning entitlement plan.

Federal Communications Commission (FCC) regulation Section 332(c)(7) applies to local zoning of such cell towers.

PLANNING AND ZONING COMMISSION:

A Public Hearing on ZMC26-002 was held by the Planning and Zoning Commission

(P&Z) on September 14, 2026. Several pertinent questions and concerns were raised by the P&Z Commission (including questions about the height of the tower, landscape design, the gap in cell service coverage, and residents' request for better service in the area). One resident spoke at the Public Hearing to voice concern about needing improved cell service to her medical providers. After discussion, the P&Z Commission voted 5-0 (One Commissioner was absent and one vacancy) to recommend approval of the application to the Town Council, with the enumerated conditions.

PROPOSED CONDITIONS OF APPROVAL:

In accordance with Town Code §13-13-110(G), the use of a cell tower (allowed by special use permit) is expressly authorized at this location as a condition of this re-zoning (being included in the approved site plan/zoning entitlements plan).

The maximum height of the actual cell tower (5 feet less than the monopine structure), shall not exceed 100 feet.

The facility shall comply with all applicable FAA, FCC, building code, fire code, and other federal, state, and local requirements.

The facility shall provide for collocation consistent with the approved application and Town requirements.

Any maintenance or replacement of equipment (including disguise...monopine) must mitigate any pollution, degradation, fading, or habitat impacts.

Any change or modification to the tower’s disguise—specifically the approved monopine—must be submitted in writing to the Director of Development Services for approval.

The applicant must submit an appropriate landscape scheme that would blend into the environment with building permits.

The lot line adjustment shown in the site plan must be recorded prior to issuance of building permits.

FIRE SUMMARY:

CAFMA has reviewed this project and had no comments on the proposed cell tower.

[Note: In accordance with ARS §12-1134(I), the applicant has been asked to sign the standard Proposition 207 waiver agreement.]

THIS ACTION:

Having held its own public hearing on ZMC26-002, it is proposed the Town Council consider whether to approve this Zoning Map Change by ultimately adopting Ordinance No. 2026-987. If so, the Council would vote to read the Ordinance by title only on two separate occasions, then place the same on final passage. Ordinance No. 2026-987 would then be read by the Town Clerk by title only for the first reading. At a subsequent Council meeting (currently anticipated to be October 22, 2026) the Clerk would read the Ordinance by title only for the second reading, and the Council would then vote on whether to adopt the same. If adopted, Ordinance No. 2026-987 would not be effective for 30 days.

RECOMMENDED MOTION:
Motion to read Ordinance No.2026-987 adopting ZMC26-002 by title only on two separate occasions, then place the same on final passage, OR Motion not to read Ordinance No. 2026-987. **VOTE.**

[if the motion is in favor of reading Ordinance No. 2026-987, the Mayor asks the Town Clerk to read the Ordinance by title only for the first reading]

STAFF RECOMMENDATION:
Town staff recommends reading and ultimately adopting Ordinance No. 2026-987 approving ZMC26-002 StoneRidge Cell Tower

FISCAL ANALYSIS:
No direct fiscal impact is anticipated as a result of this proposed action.

Attachments

ORD 2026-987 ZMC26-002 StoneRidge Cell Tower
ORD 2026-987 ZMC26-002 StoneRidge Cell Tower

ORDINANCE NO. 2026-987

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, AMENDING THE TOWN ZONING MAP BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.30 ACRES (PORTION OF APN 103-61-004C) LYING IN SECTION 26, T14N, R1W, G&SRB&M (STONERIDGE CELL TOWER SITE) FROM CN-PD (COMMERCIAL; NEIGHBORHOOD SALES AND SERVICES, PLANNED AREA DEVELOPMENT), TO RL-10 PD (RESIDENTIAL; SINGLE FAMILY LIMITED, PLANNED AREA DEVELOPMENT), ZONING; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Town of Prescott Valley annexed by Ordinance No. 324 (May 5, 1994), certain real property located in §§26, T14N, R1W, G&SRB&M; and

WHEREAS, as required by law Ordinance No. 324 gave the annexed property a zoning district classification of R1L-70 (today RL-70), being the zoning classification most comparable to its former Yavapai County zoning classification of RCU-2A; and

WHEREAS, the property was subsequently rezoned to R1L-10 (today RL-10); and

WHEREAS, at its regular meetings held May 13, 2004 and May 27, 2004, the Town Council considered ZMC04-003 and adopted Ordinance 532 re-zoning the property from R1L-10 to C1-PAD (today CN-PD); and

WHEREAS, on July 13, 2026, Pinnacle Consultants filed an application for a Zoning Map Change (ZMC26-002) from CN-PD (Commercial; Neighborhood Sales and Services, Planned Area Development) back to RL-10 PD (Residential; Single Family Limited, Planned Area Development) on approximately 0.30 acres (portion of APN #103-61-004C) for purposes of developing a cell tower (StoneRidge Cell Tower); and

WHEREAS, at its regular meeting on September 14, 2026, the Prescott Valley Planning and Zoning Commission (P&Z) held a public hearing on ZMC26-002 and voted to make a recommendation of approval to the Town Council; and

WHEREAS, the Town Council has now held its own public hearings at its regular meeting on October 8, 2026 and has considered the recommendation of P&Z and determined that adoption of Ordinance No. 2026-982 approving the re-zoning ZMC26-002 (with conditions) will be beneficial to the community; and

WHEREAS, the Town Council finds that the procedures required by ARS §§9-462.03 and 9- 462.04 (and by Article 13-14 of the Prescott Valley Town Code) have been complied with in connection with this zoning action;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, as follows:

SECTION 1. That the Zoning Map of the Town of Prescott Valley be hereby amended from CN-PD zoning to RL-10 PD zoning (as conditioned herein) for the real property identified in Exhibit "A" (attached hereto and expressly made a part hereof).

SECTION 2. That this amendment is hereby expressly conditioned as follows:

A. In accordance with Town Code §13-13-110(G), the use of a cell tower (allowed by special use permit) is expressly authorized at this location as a condition of this re-zoning (being included in the approved site plan/zoning entitlements plan).

B. The maximum height of the actual cell tower (being 5 feet less than the monopine structure), shall not exceed 100 feet.

C. The facility shall comply with all applicable FAA, FCC, building code, fire code, and other federal, state, and local requirements.

D. The facility shall provide for collocation consistent with the approved application and Town requirements.

E. Any maintenance or replacement of equipment (including the disguise…monopine), must mitigate any pollution, degradation, fading, or habitat impacts.

F. Any change or modification to the tower's disguise—specifically the approved monopine—must be submitted in writing to the Director of Development Services for approval.

G. The applicant must submit an appropriate landscape scheme that would blend into the environment with building permits.

H. The lot line adjustment shown in the site plan must be recorded prior to issuance of building permits.

SECTION 3. 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 8th day of October, 2026.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____

Ivan Legler, Town Attorney

Exhibit “A”

ZMC26-002 StoneRidge Cell Tower

SURVEYOR NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO.: 5000015339 EFFECTIVE DATE: 06/02/2025.

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.

4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. 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.

LESSOR'S LEGAL DESCRIPTION

AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARCEL:

STONERIDGE GOLF COURSE PARCEL

A PARCEL OF LAND LYING WITHIN SECTIONS 26 AND 27, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 577.54 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 87 DEGREES, 28 MINUTES, 17 SECONDS WEST, A DISTANCE OF 294.62 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "CC" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 46.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "CC";
THENCE ALONG THE WEST LINE OF SAID TRACT "CC", SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 60.04 FEET;
THENCE NORTH 88 DEGREES, 06 MINUTES, 03 SECONDS WEST, A DISTANCE OF 851.98 FEET;
THENCE SOUTH 21 DEGREES, 32 MINUTES, 25 SECONDS WEST, A DISTANCE OF 193.77 FEET;
THENCE SOUTH 48 DEGREES, 00 MINUTES, 55 SECONDS EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 16 DEGREES, 43 MINUTES, 29 SECONDS WEST, A DISTANCE OF 93.88 FEET;
THENCE SOUTH 44 DEGREES, 32 MINUTES, 24 SECONDS WEST, A DISTANCE OF 88.00 FEET;
THENCE SOUTH 21 DEGREES, 32 MINUTES, 25 SECONDS WEST, A DISTANCE OF 183.39 FEET;
THENCE SOUTH 07 DEGREES, 13 MINUTES, 49 SECONDS WEST, A DISTANCE OF 60.73 FEET;
THENCE SOUTH 63 DEGREES, 05 MINUTES, 39 SECONDS WEST, A DISTANCE OF 52.66 FEET;
THENCE SOUTH 46 DEGREES, 26 MINUTES, 15 SECONDS WEST, A DISTANCE OF 278.00 FEET;
THENCE SOUTH 19 DEGREES, 24 MINUTES, 58 SECONDS EAST , A DISTANCE OF 220.70 FEET;
THENCE SOUTH 41 DEGREES, 30 MINUTES, 37 SECONDS WEST, A DISTANCE OF 117.24 FEET;
THENCE SOUTH 34 DEGREES, 47 MINUTES, 10 SECONDS WEST, A DISTANCE OF 639.20 FEET;
THENCE SOUTH 09 DEGREES, 20 MINUTES, 55 SECONDS EAST, A DISTANCE OF 23.37 FEET;
THENCE SOUTH 58 DEGREES, 52 MINUTES, 55 SECONDS WEST, A DISTANCE OF 39.86 FEET;
THENCE SOUTH 34 DEGREES, 47 MINUTES, 10 SECONDS WEST, A DISTANCE OF 157.36 FEET;
THENCE SOUTH 12 DEGREES, 54 MINUTES, 41 SECONDS WEST, A DISTANCE OF 233.36 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD BLACK CANYON HIGHWAY AS SHOWN IN BOOK 24 OF MAPS AND PLATS, PAGES 14-18, YAVAPAI COUNTY RECORDS;
THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 83 DEGREES, 48 MINUTES, 33 SECONDS WEST, A DISTANCE OF 248.54 FEET;
THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 82 DEGREES, 56 MINUTES, 50 SECONDS WEST, A DISTANCE OF 1514.86 FEET;
THENCE NORTH 24 DEGREES, 45 MINUTES, 50 SECONDS WEST, A DISTANCE OF 94.90 FEET;
THENCE NORTH 18 DEGREES, 11 MINUTES, 48 SECONDS EAST, A DISTANCE OF 92.84 FEET;
THENCE NORTH 02 DEGREES, 28 MINUTES, 16 SECONDS WEST, A DISTANCE OF 118.71 FEET;
THENCE SOUTH 87 DEGREES, 31 MINUTES, 40 SECONDS WEST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 02 DEGREES, 28 MINUTES, 16 SECONDS WEST, A DISTANCE OF 18.00 FEET;
THENCE NORTH 87 DEGREES, 31 MINUTES, 40 SECONDS EAST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 38 DEGREES, 26 MINUTES, 27 SECONDS EAST, A DISTANCE OF 134.70 FEET;
THENCE NORTH 05 DEGREES, 10 MINUTES, 27 SECONDS EAST, A DISTANCE OF 362.78 FEET;
THENCE NORTH 09 DEGREES, 00 MINUTES, 55 SECONDS WEST, A DISTANCE OF 38.31 FEET;
THENCE NORTH 34 DEGREES, 58 MINUTES, 54 SECONDS WEST, A DISTANCE OF 49.03 FEET;
THENCE NORTH 63 DEGREES, 06 MINUTES, 48 SECONDS EAST, A DISTANCE OF 22.56 FEET;
THENCE NORTH 09 DEGREES, 00 MINUTES, 55 SECONDS WEST, A DISTANCE OF 80.71 FEET;
THENCE NORTH 33 DEGREES, 30 MINUTES, 20 SECONDS WEST, A DISTANCE OF 78.50 FEET;
THENCE NORTH 14 DEGREES, 03 MINUTES, 14 SECONDS WEST, A DISTANCE OF 157.04 FEET;
THENCE NORTH 30 DEGREES, 30 MINUTES, 04 SECONDS EAST, A DISTANCE OF 97.30 FEET;
THENCE NORTH 21 DEGREES, 07 MINUTES, 16 SECONDS WEST, A DISTANCE OF 697.22 FEET;
THENCE NORTH 26 DEGREES, 41 MINUTES, 13 SECONDS WEST, A DISTANCE OF 200.50 FEET;
THENCE NORTH 50 DEGREES, 30 MINUTES, 24 SECONDS EAST, A DISTANCE OF 426.33 FEET;
THENCE NORTH 63 DEGREES, 18 MINUTES, 47 SECONDS EAST, A DISTANCE OF 291.95 FEET;
THENCE SOUTH 38 DEGREES, 58 MINUTES, 42 SECONDS EAST, A DISTANCE OF 251.99 FEET;
THENCE NORTH 87 DEGREES, 30 MINUTES, 44 SECONDS EAST, A DISTANCE OF 409.48 FEET;
THENCE NORTH 71 DEGREES, 06 MINUTES, 37 SECONDS EAST, A DISTANCE OF 587.69 FEET;
THENCE NORTH 01 DEGREES, 10 MINUTES, 32 SECONDS WEST, A DISTANCE OF 499.13 FEET;
THENCE NORTH 82 DEGREES, 14 MINUTES, 27 SECONDS WEST, A DISTANCE OF 220.00 FEET;
THENCE SOUTH 11 DEGREES, 00 MINUTES, 25 SECONDS WEST, A DISTANCE OF 81.61 FEET;
THENCE NORTH 35 DEGREES, 53 MINUTES, 07 SECONDS WEST, A DISTANCE OF 234.74 FEET;
THENCE NORTH 49 DEGREES, 26 MINUTES, 21 SECONDS EAST, A DISTANCE OF 453.52 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF STONERIDGE DRIVE AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1050.00 FEET CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 49 DEGREES, 26 MINUTES, 21 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 41 DEGREES, 11 MINUTES, 56 SECONDS, A DISTANCE OF 755.01 FEET, TO THE NORTHWEST CORNER OF TRACT "AA" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE SOUTH 05 DEGREES, 30 MINUTES, 43 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "AA";
THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1050.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 08 DEGREES, 14 MINUTES, 26 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 02 DEGREES, 43 MINUTES, 42 SECONDS, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "AA";
THENCE NORTH 05 DEGREES, 29 MINUTES, 55 SECONDS EAST, A DISTANCE OF 49.88 FEET TO THE NORTHEAST CORNER OF SAID TRACT "AA", SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF SAID STONERIDGE DRIVE AND BEING THE BEGINNING OF A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 06 DEGREES, 53 MINUTES, 43 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 43 DEGREES, 15 MINUTES, 19 SECONDS, A DISTANCE OF 509.59 FEET, TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 775.00 FEET, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 46 DEGREES, 28 MINUTES, 01 SECONDS, A DISTANCE OF 628.53 FEET, TO THE CURVE’S END;
THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 86 DEGREES, 19 MINUTES, 00 SECONDS EAST, A DISTANCE OF 100.71 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 530.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 03 DEGREES, 40 MINUTES, 58 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 86 DEGREES, 30 MINUTES, 46 SECONDS, A DISTANCE OF 800.26 FEET, TO THE CURVE'S END;
THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 119.14 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 577.54 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 87 DEGREES, 28 MINUTES, 17 SECONDS WEST, A DISTANCE OF 294.62 FEET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "CC" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 46.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "CC";
THENCE ALONG THE WEST LINE OF SAID TRACT "CC", SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 60.04 FEET;
THENCE NORTH 88 DEGREES, 06 MINUTES, 03 SECONDS WEST, A DISTANCE OF 1365.67 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 25 DEGREES, 40 MINUTES, 22 SECONDS WEST, A DISTANCE OF 1010.73 FEET;
THENCE SOUTH 12 DEGREES, 24 MINUTES, 04 SECONDS EAST, A DISTANCE OF 280.03 FEET;
THENCE SOUTH 07 DEGREES, 04 MINUTES, 09 SECONDS EAST, A DISTANCE OF 102.03 FEET;
THENCE SOUTH 07 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 83.78 FEET;
THENCE SOUTH 88 DEGREES, 37 MINUTES, 54 SECONDS WEST, A DISTANCE OF 33.37 FEET;
THENCE SOUTH 05 DEGREES, 42 MINUTES, 29 SECONDS WEST, A DISTANCE OF 30.30 FEET;
THENCE SOUTH 47 DEGREES, 18 MINUTES, 06 SECONDS EAST, A DISTANCE OF 39.74 FEET;
THENCE SOUTH 07 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 234.38 FEET;
THENCE SOUTH 82 DEGREES, 40 MINUTES, 15 SECONDS WEST, A DISTANCE OF 122.13 FEET;
THENCE SOUTH 63 DEGREES, 38 MINUTES, 51 SECONDS WEST, A DISTANCE OF 73.46 FEET;
THENCE SOUTH 88 DEGREES, 33 MINUTES, 20 SECONDS WEST, A DISTANCE OF 233.54 FEET;
THENCE NORTH 84 DEGREES, 39 MINUTES, 54 SECONDS WEST, A DISTANCE OF 692.65 FEET;
THENCE SOUTH 84 DEGREES, 30 MINUTES, 35 SECONDS WEST, A DISTANCE OF 63.07 FEET;
THENCE NORTH 25 DEGREES, 23 MINUTES, 40 SECONDS WEST, A DISTANCE OF 346.22 FEET;
THENCE NORTH 27 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 178.79 FEET;
THENCE NORTH 25 DEGREES, 18 MINUTES, 51 SECONDS WEST, A DISTANCE OF 253.34 FEET;
THENCE NORTH 42 DEGREES, 23 MINUTES, 27 SECONDS EAST, A DISTANCE OF 132.37 FEET;
THENCE SOUTH 46 DEGREES, 23 MINUTES, 46 SECONDS EAST, A DISTANCE OF 54.25 FEET;
THENCE NORTH 55 DEGREES, 53 MINUTES, 03 SECONDS EAST, A DISTANCE OF 162.03 FEET;
THENCE NORTH 11 DEGREES, 52 MINUTES, 29 SECONDS WEST, A DISTANCE OF 250.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 225.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES, 46 MINUTES, 31 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 40 DEGREES, 58 MINUTES, 20 SECONDS, A DISTANCE OF 160.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE NORTH 17 DEGREES, 49 MINUTES, 14 SECONDS WEST, A DISTANCE OF 159.27 FEET;
THENCE NORTH 37 DEGREES, 01 MINUTES, 54 SECONDS WEST, A DISTANCE OF 279.63 FEET;
THENCE NORTH 52 DEGREES, 07 MINUTES, 54 SECONDS EAST, A DISTANCE OF 122.23 FEET;
THENCE SOUTH 75 DEGREES, 47 MINUTES, 43 SECONDS EAST, A DISTANCE OF 32.32 FEET;
THENCE SOUTH 24 DEGREES, 01 MINUTES, 36 SECONDS EAST, A DISTANCE OF 35.05 FEET;
THENCE SOUTH 69 DEGREES, 45 MINUTES, 32 SECONDS EAST, A DISTANCE OF 87.81 FEET;
THENCE NORTH 62 DEGREES, 27 MINUTES, 19 SECONDS EAST, A DISTANCE OF 55.21 FEET;
THENCE SOUTH 75 DEGREES, 47 MINUTES, 43 SECONDS EAST, A DISTANCE OF 337.23 FEET;
THENCE NORTH 56 DEGREES, 22 MINUTES, 30 SECONDS EAST, A DISTANCE OF 33.50 FEET;
THENCE SOUTH 88 DEGREES, 53 MINUTES, 56 SECONDS EAST, A DISTANCE OF 147.20 FEET;
THENCE SOUTH 54 DEGREES, 11 MINUTES, 33 SECONDS EAST, A DISTANCE OF 120.61 FEET;
THENCE SOUTH 88 DEGREES, 15 MINUTES, 11 SECONDS EAST, A DISTANCE OF 217.99 FEET;
THENCE NORTH 37 DEGREES, 22 MINUTES, 34 SECONDS EAST, A DISTANCE OF 477.86 FEET;
THENCE NORTH 45 DEGREES, 32 MINUTES, 16 SECONDS EAST, A DISTANCE OF 119.79 FEET;
THENCE NORTH 19 DEGREES, 03 MINUTES, 12 SECONDS WEST, A DISTANCE OF 159.34 FEET;
THENCE NORTH 46 DEGREES, 03 MINUTES, 33 SECONDS EAST, A DISTANCE OF 404.13 FEET;
THENCE SOUTH 50 DEGREES, 35 MINUTES, 15 SECONDS EAST, A DISTANCE OF 39.80 FEET;
THENCE SOUTH 51 DEGREES, 25 MINUTES, 01 SECONDS EAST, A DISTANCE OF 342.94 FEET;
THENCE SOUTH 60 DEGREES, 10 MINUTES, 58 SECONDS EAST, A DISTANCE OF 137.11 FEET;
THENCE SOUTH 25 DEGREES, 40 MINUTES, 22 SECONDS WEST, A DISTANCE OF 495.97 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27;
THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 676.26 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT OF WAY OF SLOW CREEK ROAD AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 105.63 FEET TO THE BEGINNING OF A CURVE;
THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 12.00 FEET, CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 18.85 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF BLUFF TOP DRIVE AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 156.15 FEET TO THE SOUTHWEST CORNER OF STONERIDGE GOLF CLUBHOUSE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 43 OF MAPS AND PLATS, PAGE 71;
THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 416.00 FEET TO THE SOUTHEAST CORNER OF SAID STONERIDGE GOLF CLUBHOUSE;
THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 230.00 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID STONERIDGE GOLF CLUBHOUSE;
THENCE NORTH 46 DEGREES, 13 MINUTES, 31 SECONDS EAST, A DISTANCE OF 202.53 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID STONERIDGE GOLF CLUBHOUSE;
THENCE NORTH 62 DEGREES, 16 MINUTES, 54 SECONDS EAST, A DISTANCE OF 150.24 FEET TO THE MOST EASTERLY CORNER OF SAID STONERIDGE GOLF CLUBHOUSE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 98 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 49 DEGREES, 11 MINUTES, 59 SECONDS EAST, A DISTANCE OF 115.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 98;
THENCE NORTH 43 DEGREES, 59 MINUTES, 56 SECONDS EAST, A DISTANCE OF 211.79 FEET TO THE SOUTHWEST CORNER OF LOT 97 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 66 DEGREES, 00 MINUTES, 07 SECONDS EAST, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 97;
THENCE NORTH 65 DEGREES, 28 MINUTES, 15 SECONDS EAST, A DISTANCE OF 75.80 FEET TO THE SOUTHWEST CORNER OF LOT 95 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 57 DEGREES, 50 MINUTES, 09 SECONDS EAST, A DISTANCE OF 89.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 95;
THENCE NORTH 47 DEGREES, 12 MINUTES, 48 SECONDS EAST, A DISTANCE OF 77.89 FEET TO A POINT ON THE SOUTH LINE OF LOT 93 OF SAID STONERIDGE UNIT 1;
THENCE ALONG SAID SOUTH LINE, SOUTH 38 DEGREES, 49 MINUTES, 18 SECONDS EAST, A DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF LOT 92 OF SAID STONERIDGE UNIT 1;
THENCE SOUTH 63 DEGREES, 35 MINUTES, 36 SECONDS EAST, A DISTANCE OF 90.48 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 92;
THENCE NORTH 89 DEGREES, 16 MINUTES, 39 SECONDS EAST, A DISTANCE OF 198.88 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF LOT 91 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 57 DEGREES, 01 MINUTES, 56 SECONDS EAST, A DISTANCE OF 249.94 FEET TO THE SOUTHWEST CORNER OF LOT 89 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 65 DEGREES, 27 MINUTES, 20 SECONDS EAST, A DISTANCE OF 127.74 FEET TO THE SOUTHEAST CORNER OF SAID LOT 89;
THENCE NORTH 75 DEGREES, 09 MINUTES, 13 SECONDS EAST, A DISTANCE OF 285.00 FEET TO THE SOUTHWEST CORNER OF LOT 86 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 85 DEGREES, 05 MINUTES, 44 SECONDS EAST, A DISTANCE OF 160.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 86;
THENCE NORTH 03 DEGREES, 48 MINUTES, 22 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 86;
THENCE NORTH 03 DEGREES, 15 MINUTES, 40 SECONDS WEST, A DISTANCE OF 459.62 FEET TO THE SOUTHEAST CORNER OF LOT 63 OF SAID STONERIDGE UNIT 1;
THENCE ALONG THE EAST LINE OF SAID LOT 63, NORTH 00 DEGREES, 10 MINUTES, 31 SECONDS EAST, A DISTANCE OF 106.31 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 26;
THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SOUTH 89 DEGREES, 49 MINUTES, 29 SECONDS EAST, A DISTANCE OF 289.12 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 26;
THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SOUTH 89 DEGREES, 49 MINUTES, 07 SECONDS EAST, A DISTANCE OF 1144.02 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 15 DEGREES, 17 MINUTES, 21 SECONDS EAST, A DISTANCE OF 123.49 FEET;
THENCE SOUTH 29 DEGREES, 38 MINUTES, 34 SECONDS WEST, A DISTANCE OF 536.64 FEET;
THENCE SOUTH 53 DEGREES, 59 MINUTES, 44 SECONDS WEST, A DISTANCE OF 614.62 FEET;
THENCE SOUTH 57 DEGREES, 39 MINUTES, 17 SECONDS WEST, A DISTANCE OF 307.13 FEET;
THENCE SOUTH 26 DEGREES, 01 MINUTES, 12 SECONDS WEST, A DISTANCE OF 35.26 FEET;
THENCE SOUTH 83 DEGREES, 19 MINUTES, 52 SECONDS WEST, A DISTANCE OF 42.69 FEET;
THENCE SOUTH 57 DEGREES, 39 MINUTES, 17 SECONDS WEST, A DISTANCE OF 296.31 FEET;
THENCE SOUTH 13 DEGREES, 09 MINUTES, 50 SECONDS WEST, A DISTANCE OF 288.09 FEET;
THENCE SOUTH 25 DEGREES, 14 MINUTES, 30 SECONDS WEST, A DISTANCE OF 43.80 FEET;
THENCE SOUTH 35 DEGREES, 22 MINUTES, 48 SECONDS EAST, A DISTANCE OF 60.04 FEET;
THENCE SOUTH 10 DEGREES, 17 MINUTES, 36 SECONDS EAST, A DISTANCE OF 149.57 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD BLACK CANYON HIGHWAY;
THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 54 DEGREES, 36 MINUTES, 48 SECONDS WEST, A DISTANCE OF 276.26 FEET;
THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 20 DEGREES, 50 MINUTES, 02 SECONDS WEST, A DISTANCE OF 194.45 FEET;
THENCE NORTH 45 DEGREES, 36 MINUTES, 23 SECONDS WEST, A DISTANCE OF 35.14 FEET;
THENCE NORTH 03 DEGREES, 30 MINUTES, 06 SECONDS WEST, A DISTANCE OF 49.43 FEET;
THENCE NORTH 20 DEGREES, 50 MINUTES, 02 SECONDS WEST, A DISTANCE OF 360.93 FEET;
THENCE NORTH 84 DEGREES, 37 MINUTES, 39 SECONDS WEST, A DISTANCE OF 256.35 FEET;
THENCE SOUTH 65 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 175.90 FEET;
THENCE SOUTH 07 DEGREES, 56 MINUTES, 51 SECONDS WEST, A DISTANCE OF 454.83 FEET;
THENCE SOUTH 77 DEGREES, 53 MINUTES, 10 SECONDS WEST, A DISTANCE OF 427.31 FEET;
THENCE SOUTH 66 DEGREES, 10 MINUTES, 54 SECONDS WEST, A DISTANCE OF 93.14 FEET;
THENCE SOUTH 67 DEGREES, 24 MINUTES, 52 SECONDS WEST, A DISTANCE OF 58.17 FEET;
THENCE SOUTH 79 DEGREES, 32 MINUTES, 58 SECONDS WEST, A DISTANCE OF 119.61 FEET;
THENCE SOUTH 69 DEGREES, 42 MINUTES, 23 SECONDS WEST, A DISTANCE OF 293.29 FEET;
THENCE NORTH 30 DEGREES, 11 MINUTES, 59 SECONDS WEST, A DISTANCE OF 71.24 FEET;
THENCE NORTH 89 DEGREES, 45 MINUTES, 18 SECONDS WEST, A DISTANCE OF 450.50 FEET;
THENCE SOUTH 00 DEGREES, 24 MINUTES, 50 SECONDS WEST, A DISTANCE OF 572.44 FEET;
THENCE SOUTH 40 DEGREES, 00 MINUTES, 56 SECONDS EAST, A DISTANCE OF 253.11 FEET;
THENCE NORTH 49 DEGREES, 59 MINUTES, 04 SECONDS EAST, A DISTANCE OF 29.43 FEET;
THENCE NORTH 64 DEGREES, 34 MINUTES, 26 SECONDS EAST, A DISTANCE OF 212.81 FEET;
THENCE SOUTH 25 DEGREES, 25 MINUTES, 34 SECONDS EAST, A DISTANCE OF 49.04 FEET, TO SAID NORTH RIGHT OF WAY LINE;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 68 DEGREES, 3 MINUTES, 42 SECONDS WEST, A DISTANCE OF 84.03 FEET;
THENCE SOUTH 56 DEGREES, 21 MINUTES, 41 SECONDS WEST, A DISTANCE OF 295.40 FEET;
THENCE SOUTH 42 DEGREES, 38 MINUTES, 55 SECONDS WEST, A DISTANCE OF 169.27 FEET;
THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 47 DEGREES, 21 MINUTES, 09 SECONDS WEST, A DISTANCE OF 122.80 FEET TO THE BEGINNING OF A CURVE;
THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 07 DEGREES, 56 MINUTES, 22 SECONDS, A DISTANCE OF 93.53 FEET TO THE WEST LINE OF SAID SECTION, AND A POINT OF COMPOUND CURVATURE;
THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF 39 DEGREES, 36 MINUTES, 31 SECONDS, A DISTANCE OF 466.63 FEET TO THE CURVE'S END;
THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 467.23 FEET;
THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 66.50 FEET;
THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 90.65 FEET TO THE BEGINNING OF A CURVE;
THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 12.00 FEET, CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 18.85 FEET TO THE CURVE'S END;
THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 186.40 FEET, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH: (PARENT PARCEL) APN: 103-61-001

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;
THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 02 DEGREES, 31 MINUTES, 25 SECONDS WEST, A DISTANCE OF 453.47 FEET;
THENCE LEAVING SAID WEST LINE, SOUTH 87 DEGREES, 28 MINUTES, 35 SECONDS EAST, A DISTANCE OF 379.82 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID OLD BLACK CANYON HIGHWAY AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 56 DEGREES, 21 MINUTES, 41 SECONDS EAST, A DISTANCE OF 224.24 FEET;
THENCE NORTH 68 DEGREES, 03 MINUTES, 42 SECONDS EAST, A DISTANCE OF 319.65 FEET;
THENCE NORTH 69 DEGREES, 46 MINUTES, 50 SECONDS EAST, A DISTANCE OF 1106.22 FEET;
THENCE NORTH 54 DEGREES, 36 MINUTES, 48 SECONDS EAST, A DISTANCE OF 1156.61 FEET;
THENCE NORTH 69 DEGREES, 20 MINUTES, 33 SECONDS EAST, A DISTANCE OF 74.56 FEET ;
THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 32 DEGREES, 33 MINUTES, 34 SECONDS EAST, A DISTANCE OF 249.13 FEET;
THENCE SOUTH 82 DEGREES, 13 MINUTES, 14 SECONDS EAST, A DISTANCE OF 207.34 FEET;
THENCE NORTH 83 DEGREES, 05 MINUTES, 36 SECONDS EAST, A DISTANCE OF 240.89 FEET;
THENCE NORTH 86 DEGREES, 48 MINUTES, 10 SECONDS EAST, A DISTANCE OF 236.25 FEET ;
THENCE SOUTH 52 DEGREES, 02 MINUTES, 14 SECONDS EAST, A DISTANCE OF 542.62 FEET ;
THENCE SOUTH 48 DEGREES, 58 MINUTES, 47 SECONDS WEST, A DISTANCE OF 382.62 FEET;
THENCE SOUTH 74 DEGREES, 52 MINUTES, 15 SECONDS WEST, A DISTANCE OF 413.08 FEET ;
THENCE NORTH 82 DEGREES, 38 MINUTES, 53 SECONDS WEST, A DISTANCE OF 217.63 FEET ;
THENCE NORTH 56 DEGREES, 54 MINUTES, 00 SECONDS WEST, A DISTANCE OF 307.55 FEET;
THENCE SOUTH 71 DEGREES, 39 MINUTES, 37 SECONDS WEST, A DISTANCE OF 1658.31 FEET;
THENCE SOUTH 60 DEGREES, 28 MINUTES, 05 SECONDS WEST, A DISTANCE OF 560.76 FEET;
THENCE NORTH 82 DEGREES, 48 MINUTES, 40 SECONDS WEST, A DISTANCE OF 402.00 FEET;
THENCE NORTH 52 DEGREES, 28 MINUTES, 50 SECONDS WEST, A DISTANCE OF 194.83 FEET TO THE TRUE POINT OF BEGINNING.
AND BEING THE SAME PROPERTY CONVEYED TO UNIVEST-STONERIDGE GOLF, LLC, AN ARIZONA LIMITED LIABILITY COMPANY FROM STONERIDGE GOLF COURSE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND STONERIDGE-PRESCOTT VALLEY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED DATED AUGUST 19, 2011 AND RECORDED AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 434.

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

PINNACLE CONSULTING, INC.
Construction - Project Management - Site Development

1426 N. MARVIN STREET # 101
GILBERT, AZ 85233

FIELD BY:	CEF
DRAWN BY:	JMM
CHECKED BY:	RLF

REVISIONS

2	11/05/25	FINAL
1	10/15/25	REVISION
0	07/01/25	PRELIMINARY
NO.	DATE	DESCRIPTION

RLF CONSULTING
LAND SURVEY • MAPPING SOLUTIONS
WWW.RLFCONSULTING.COM • 480-445-9189

44007
RYAN L.
FIDLER
11/05/25

REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RLF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

PROJECT No.
2500426

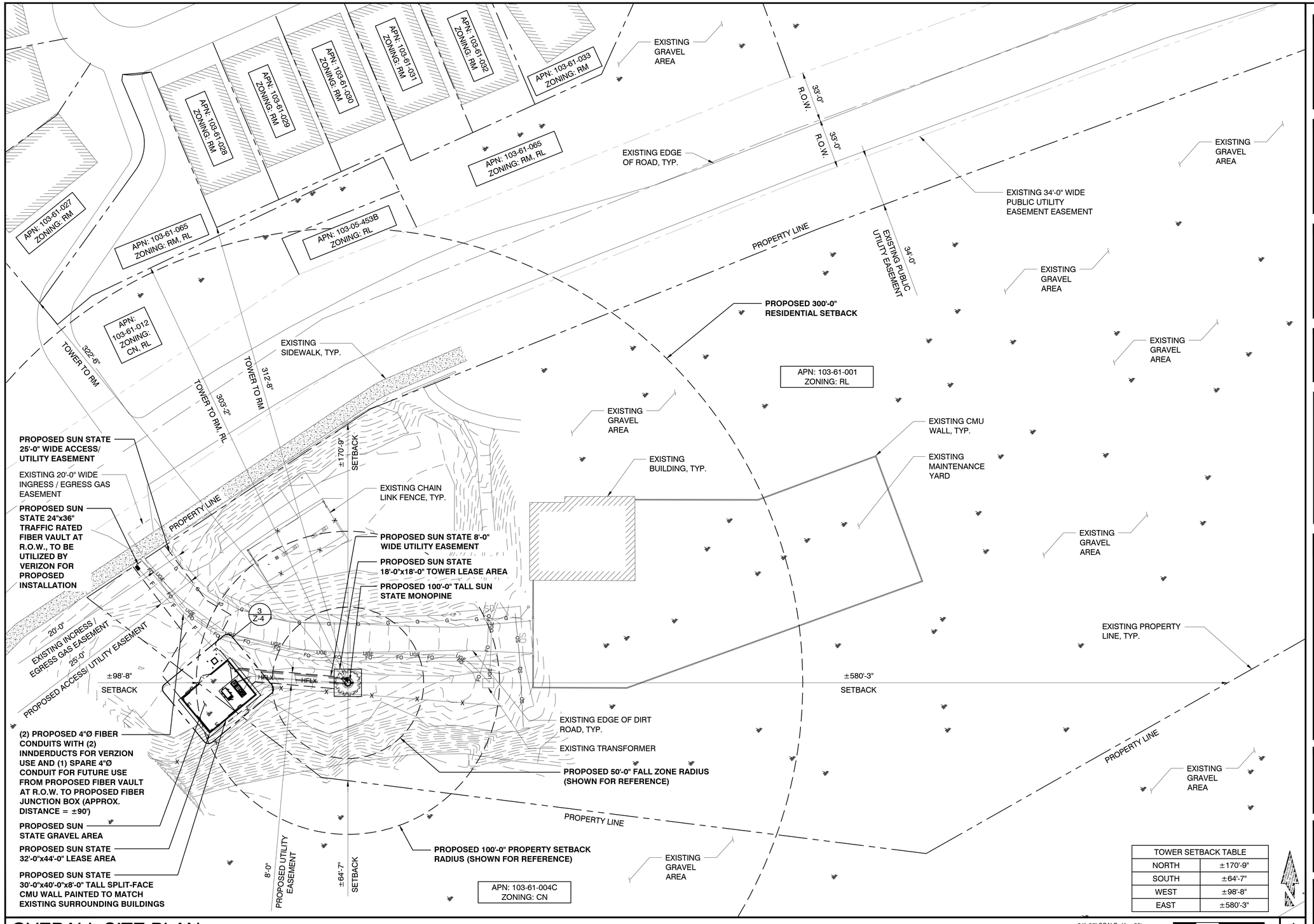
SITE NAME:
AZ09-228 SLICE
(AZ2 STONERIDGE)

SITE ADDRESS:
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314

SHEET TITLE:
LEGAL

SHEET NO.
LS-4

REVISION:



TOWER SETBACK TABLE	
NORTH	±170'-9"
SOUTH	±64'-7"
WEST	±98'-8"
EAST	±580'-3"

24"x36" SCALE: 1" = 30'
11"x17" SCALE: 1" = 60'

30' 15' 0' 30'

OVERALL SITE PLAN

1

PREPARED FOR
SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER
verizon
2600 W. GERONIMO PL., CHANDLER, AZ 85224
PHONE: (480) 777-4360
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION
PINNACLE CONSULTING, INC
Site Acquisition | Engineering | Construction
1426 NORTH MARVIN STREET # 101
GILBERT, AZ 85233

PROJECT NO:	AZ09-228
DRAWN BY:	M.G.
CHECKED BY:	KF

REV	DATE	DESCRIPTION	BY
A	10/29/25	FINAL ZONING	M.G.

FINAL FOR ZONING ONLY

AZ09-228 SLICE / AZ2 STONERIDGE
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
Z-1

ITEM NO. 11h

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/08/2026

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.

[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:

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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

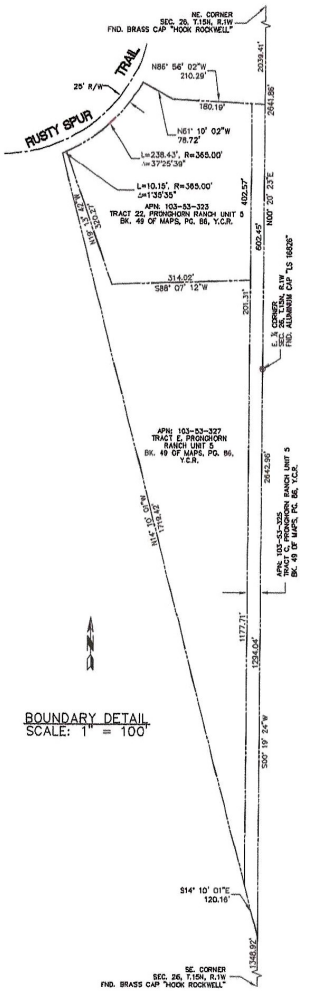
ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

CENTER OF GEODETIC COORDINATES

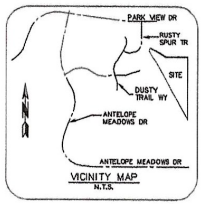
PROPOSED LIGHT POLE LOCATION
LATITUDE: 34° 39' 04.014" (34.65133650°) NORTH (NAD83)
LONGITUDE: 112° 19' 28.548" (112.3245966°) WEST (NAD83)
ELEVATION @ GRADE = 4924.6' (NAVD88)

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:

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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:

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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:

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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

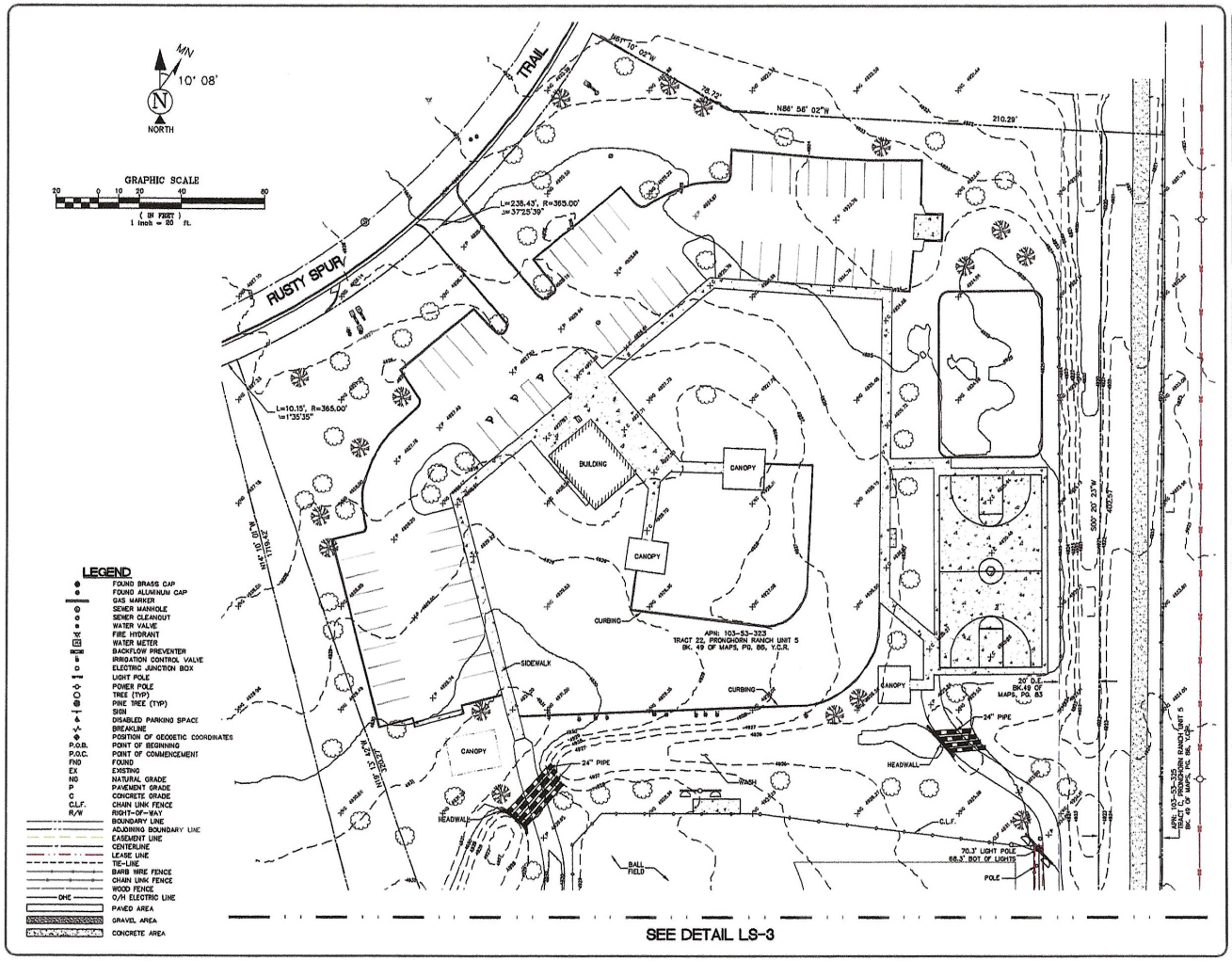
NO.	BY	DATE	SUBMITTAL
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2	MG	06/24/26	FINAL SUBMITTAL

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

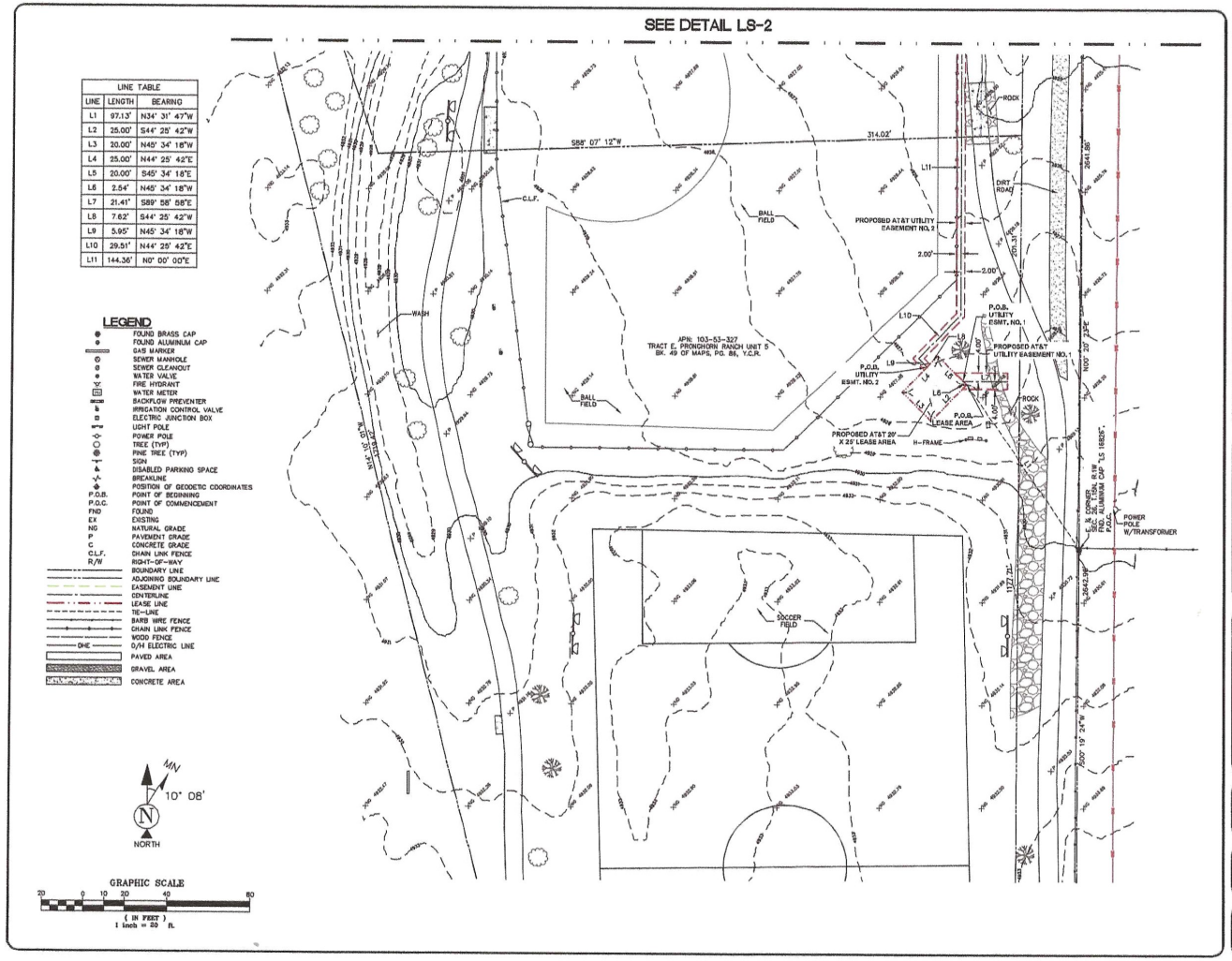
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2	MG	06/24/26	FINAL SUBMITTAL

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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

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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

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: 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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MESA, AZ 85201-5419

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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

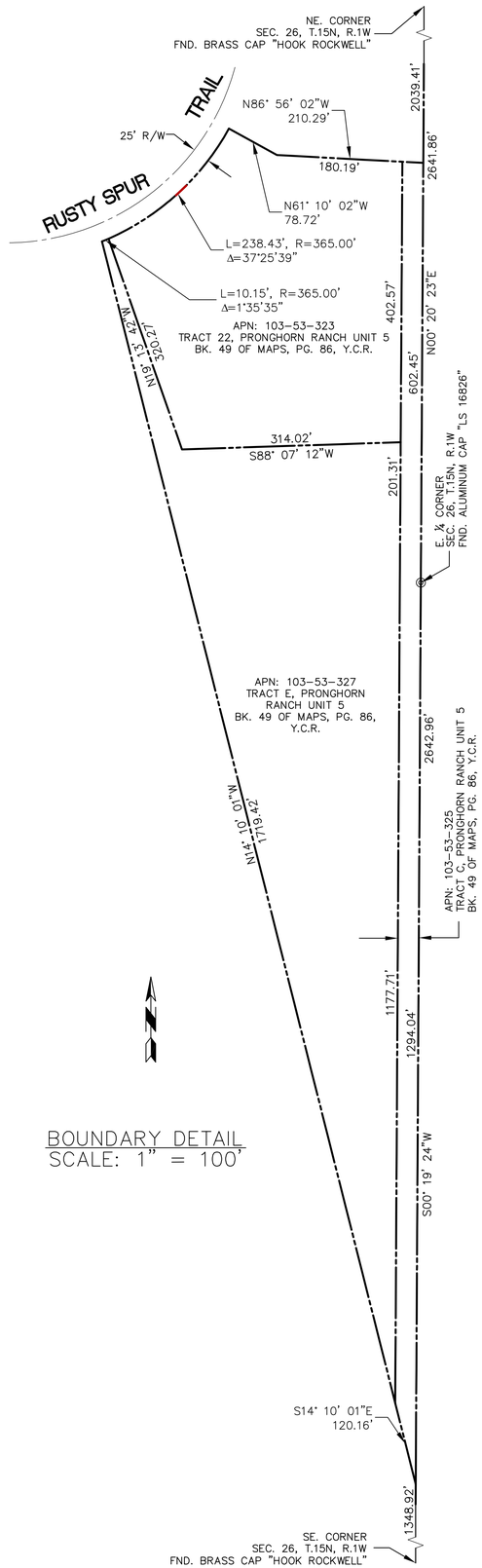
THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 04/16/2025.

SITE BENCHMARK

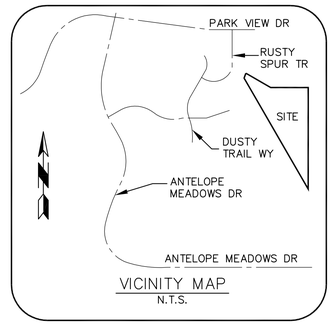
ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

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.

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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

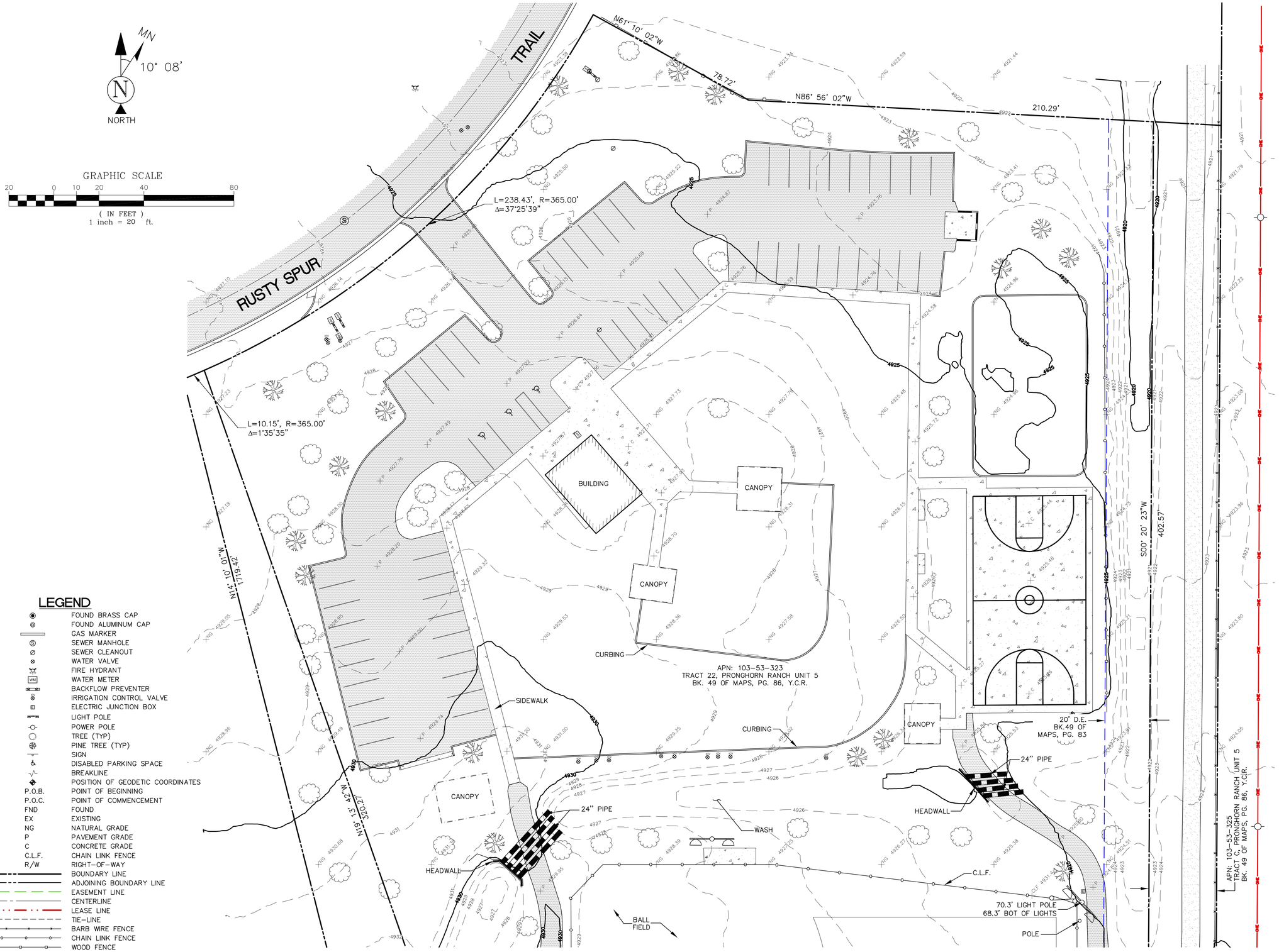
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24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1782
www.terramarksurveying.com

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

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ANNAPOLIS, MD 21401

SITE NAME:
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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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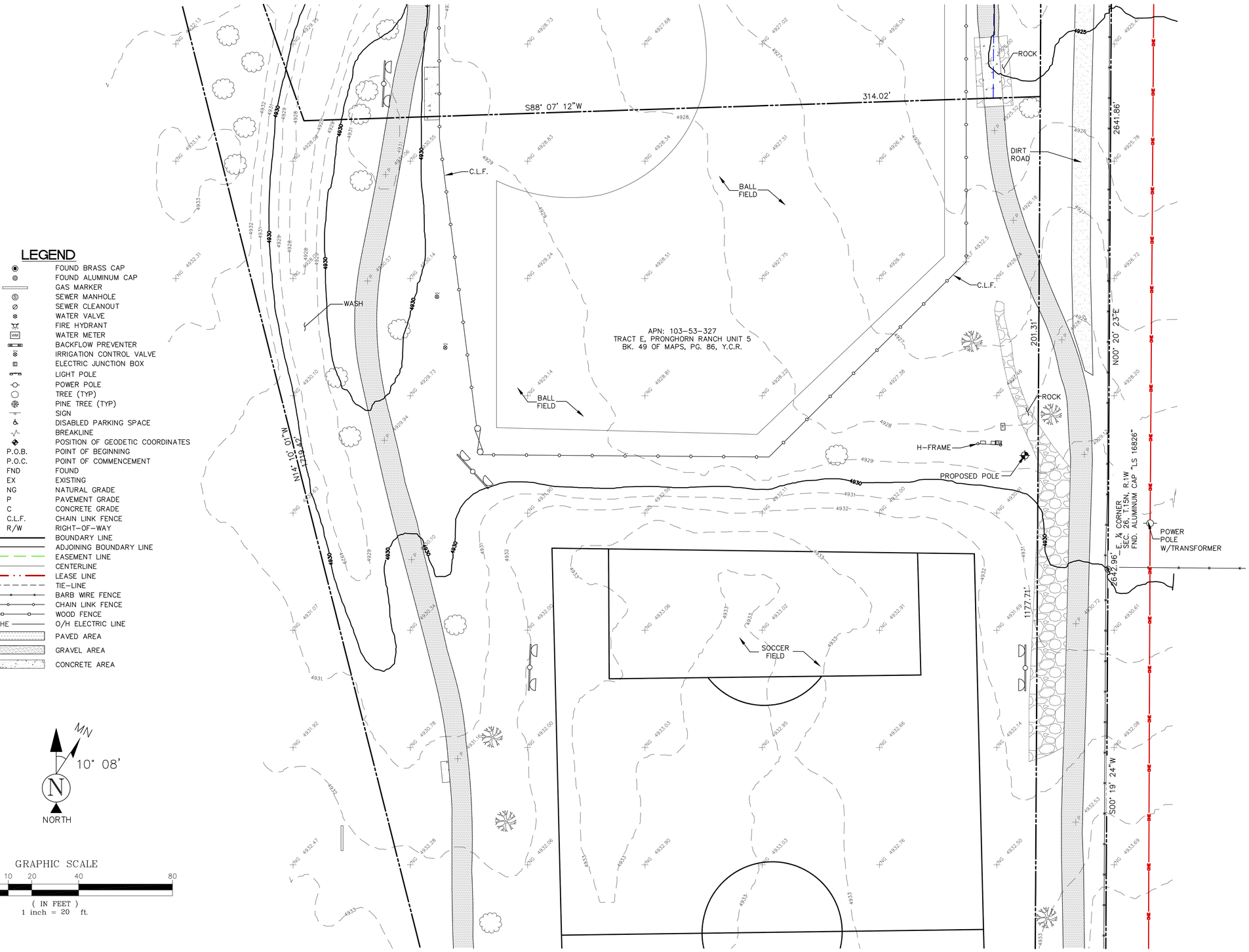
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
51969
MARK J.
GRIM
Date Signed 04/18/25
ARIZONA, U.S.A.
EXPIRES 03/31/26

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

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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MARK J.
GRIM
Date Signed 04/18/25
ARIZONA, U.S.A.

EXPIRES 03/31/26

SITE SURVEY

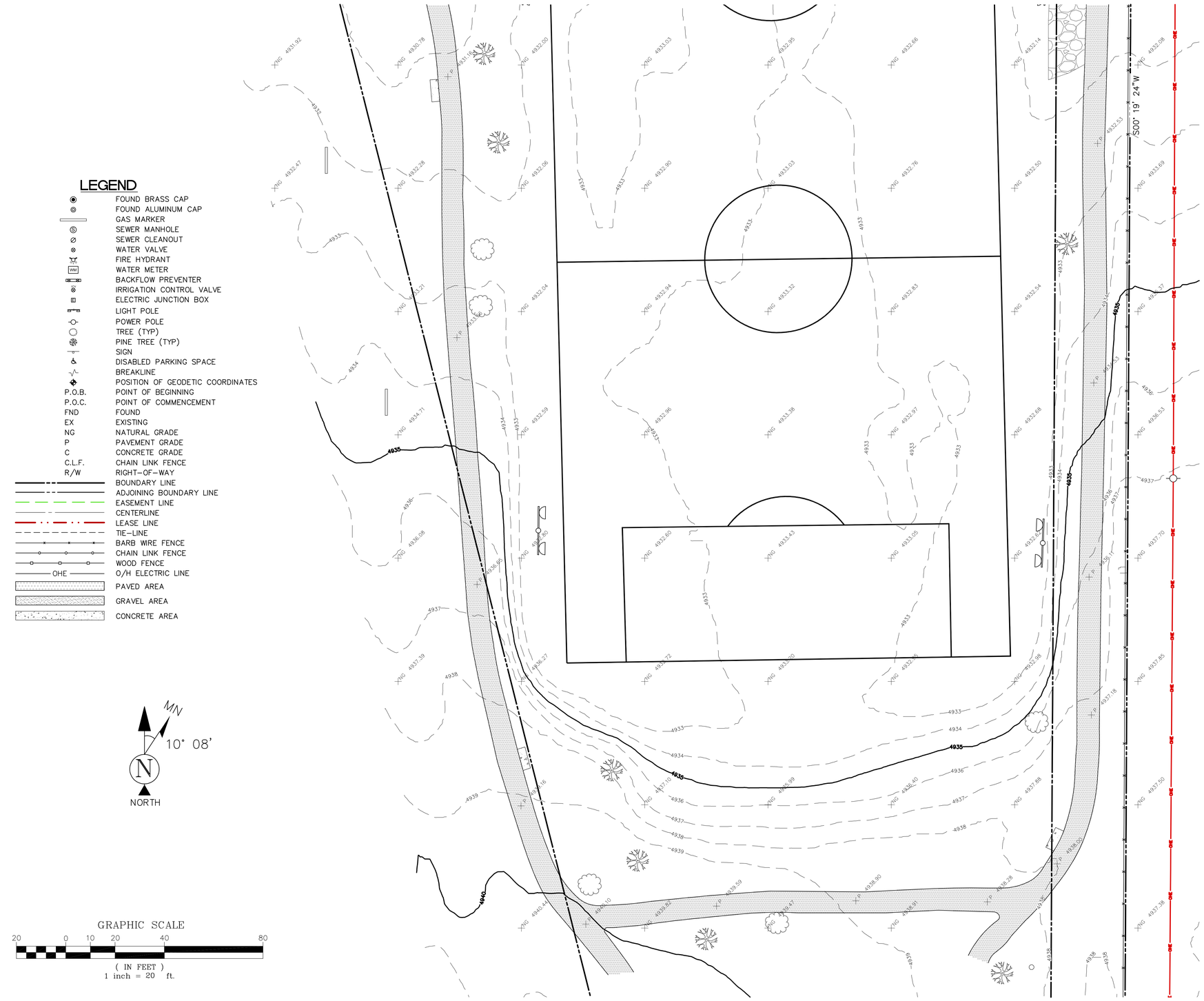
JOB NO:	FIELD BY:	DRAWN BY:
2203055	MG	MG

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
	BACKFLOW PREVENTER
	IRRIGATION CONTROL VALVE
	ELECTRIC JUNCTION BOX
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	SIGN
	DISABLED PARKING SPACE
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P.O.B.	POINT OF BEGINNING
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	CHAIN LINK FENCE
	WOOD FENCE
OHE	O/H ELECTRIC LINE
	PAVED AREA
	GRAVEL AREA
	CONCRETE AREA



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SITE NAME:
AZL01779

SITE ADDRESS:
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PRESCOTT VALLEY, AZ 86315

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NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

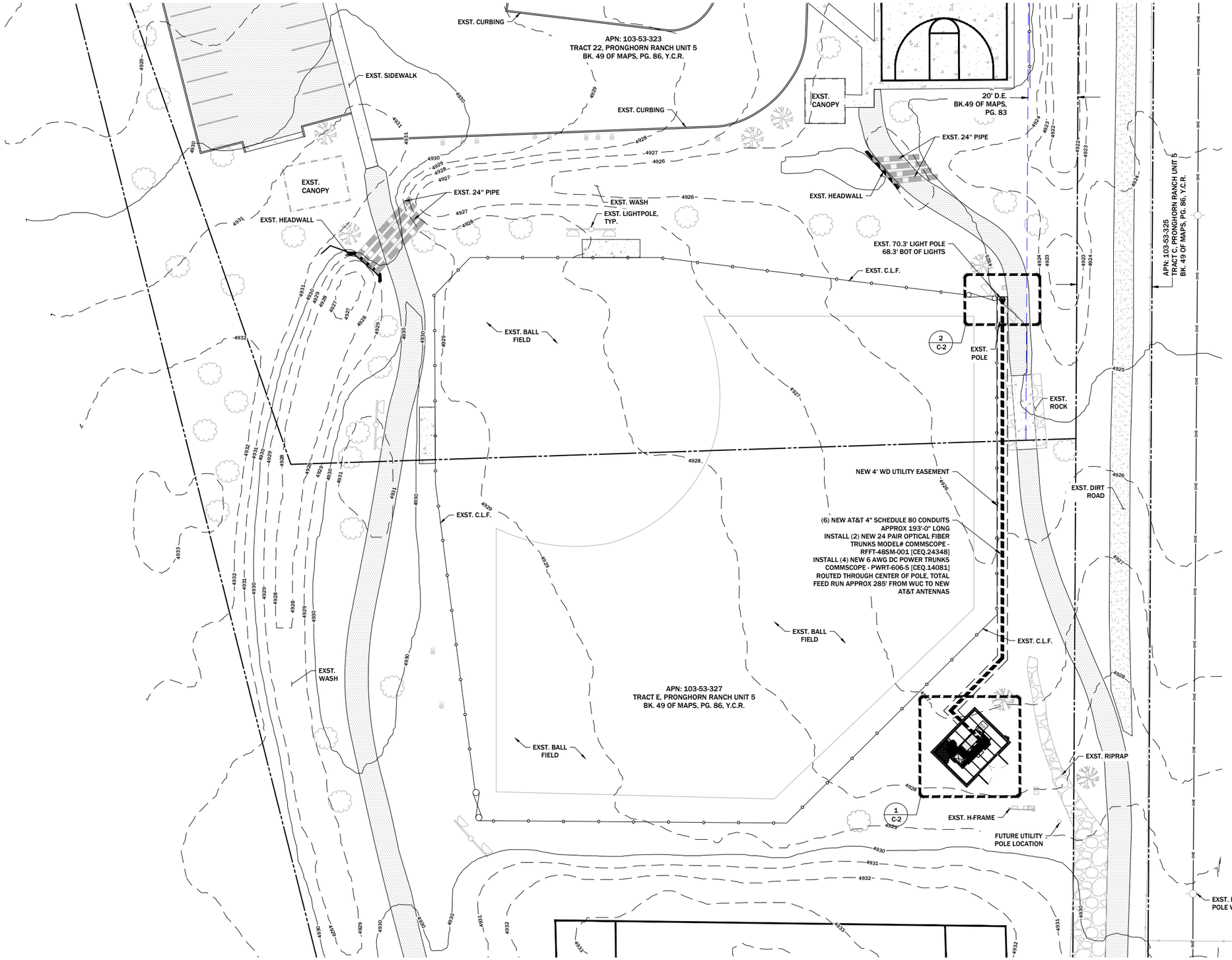
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MARK J.
GRIM
Date Signed 04/18/25
ARIZONA, U.S.A.
EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203055	MG	MG

SHEET NO.:	SHEET NAME:
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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4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

PRELIMINARY
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REV.	DATE	REVISION DESCRIPTION
B	05-22-25	RAD CENTER REVISION
A	05-02-25	ISSUE FOR REVIEW

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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:

SITE PLAN

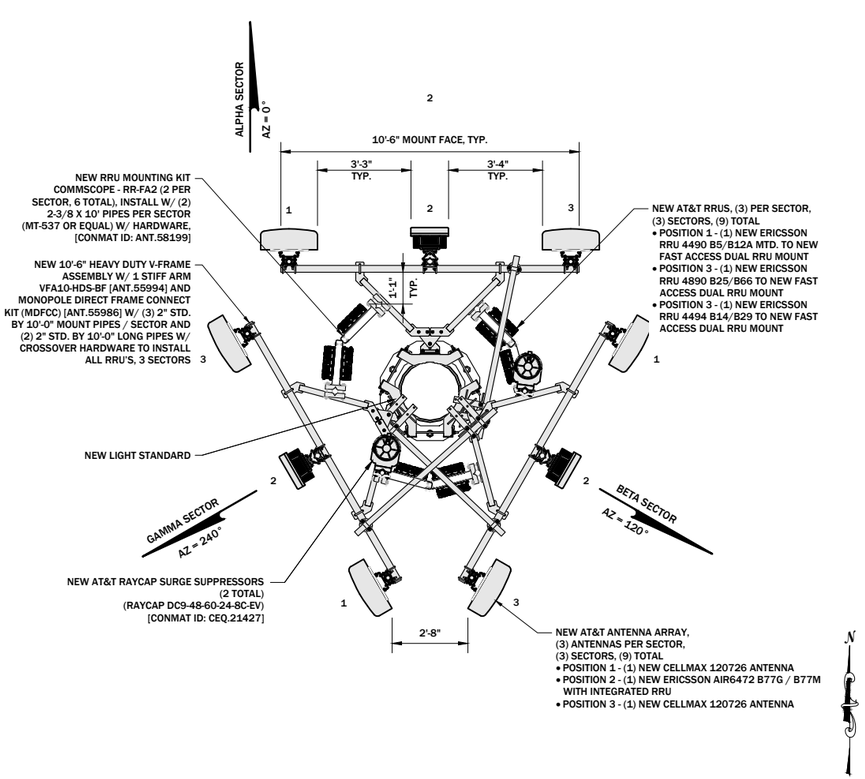
C-1 REV.: **B**

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

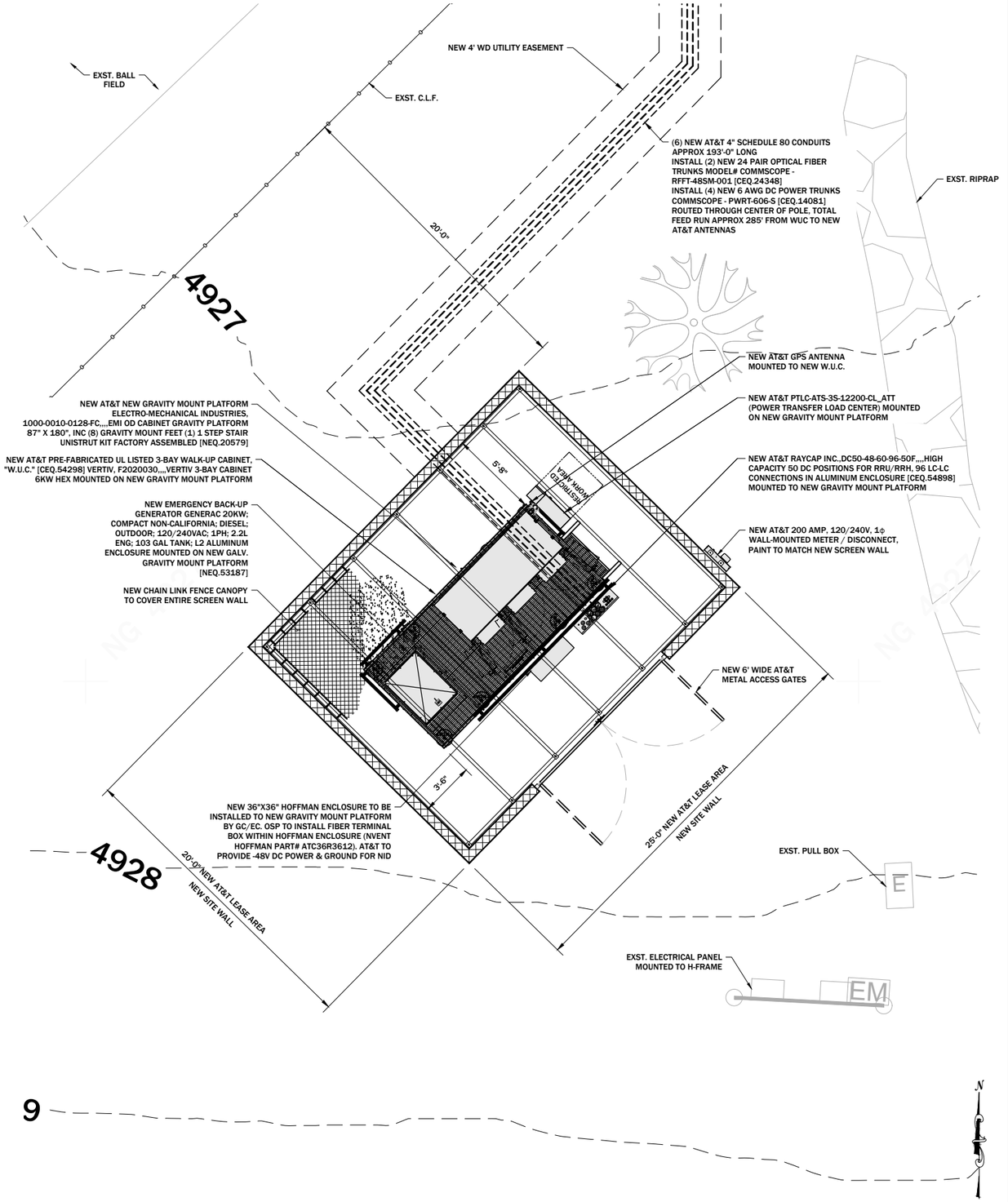


ANTENNA LAYOUT

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

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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

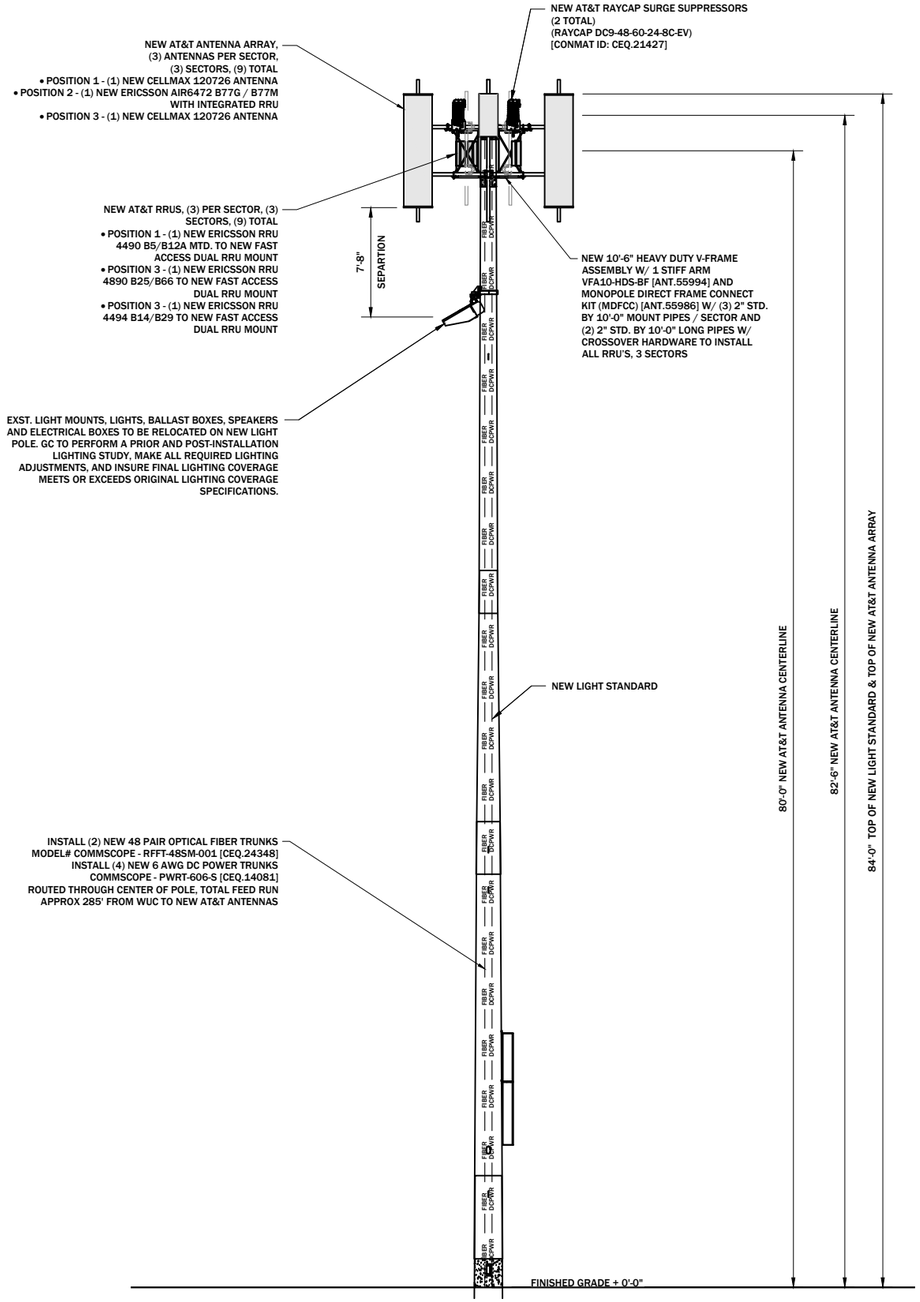
C-2

REV.: B

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STRUCTURAL AND MOUNT ANALYSIS NOTES:

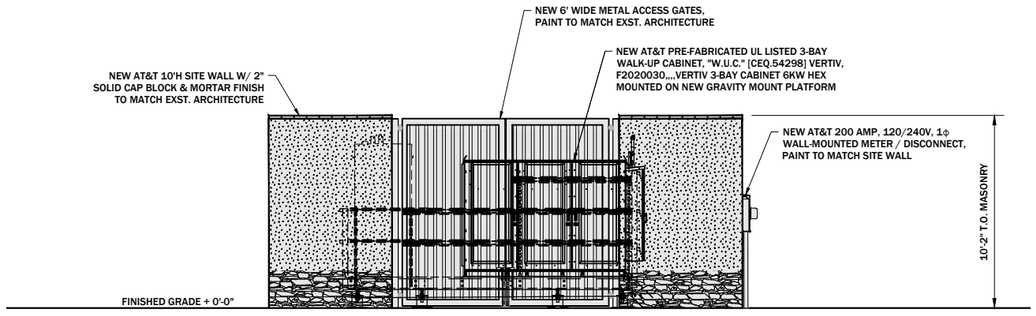
1. THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING STRUCTURAL AND MOUNT ANALYSIS.
2. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE STRUCTURAL AND MOUNT ANALYSES FOR ANY CONDITIONS PRIOR TO INSTALLATION.
3. ANY REQUIRED MOUNT MODIFICATION DESIGN 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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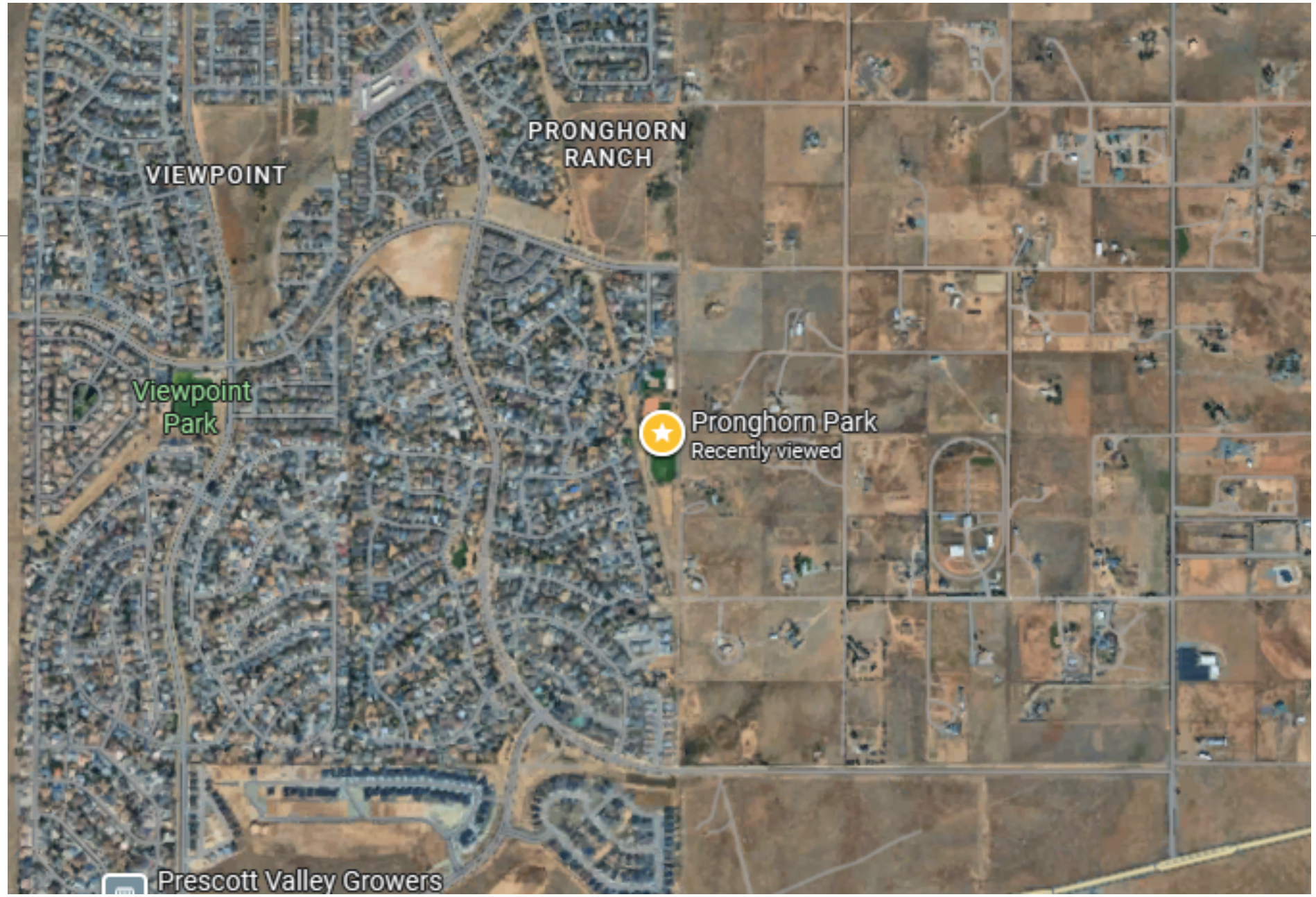
ELEVATIONS

C-3 REV.: **B**

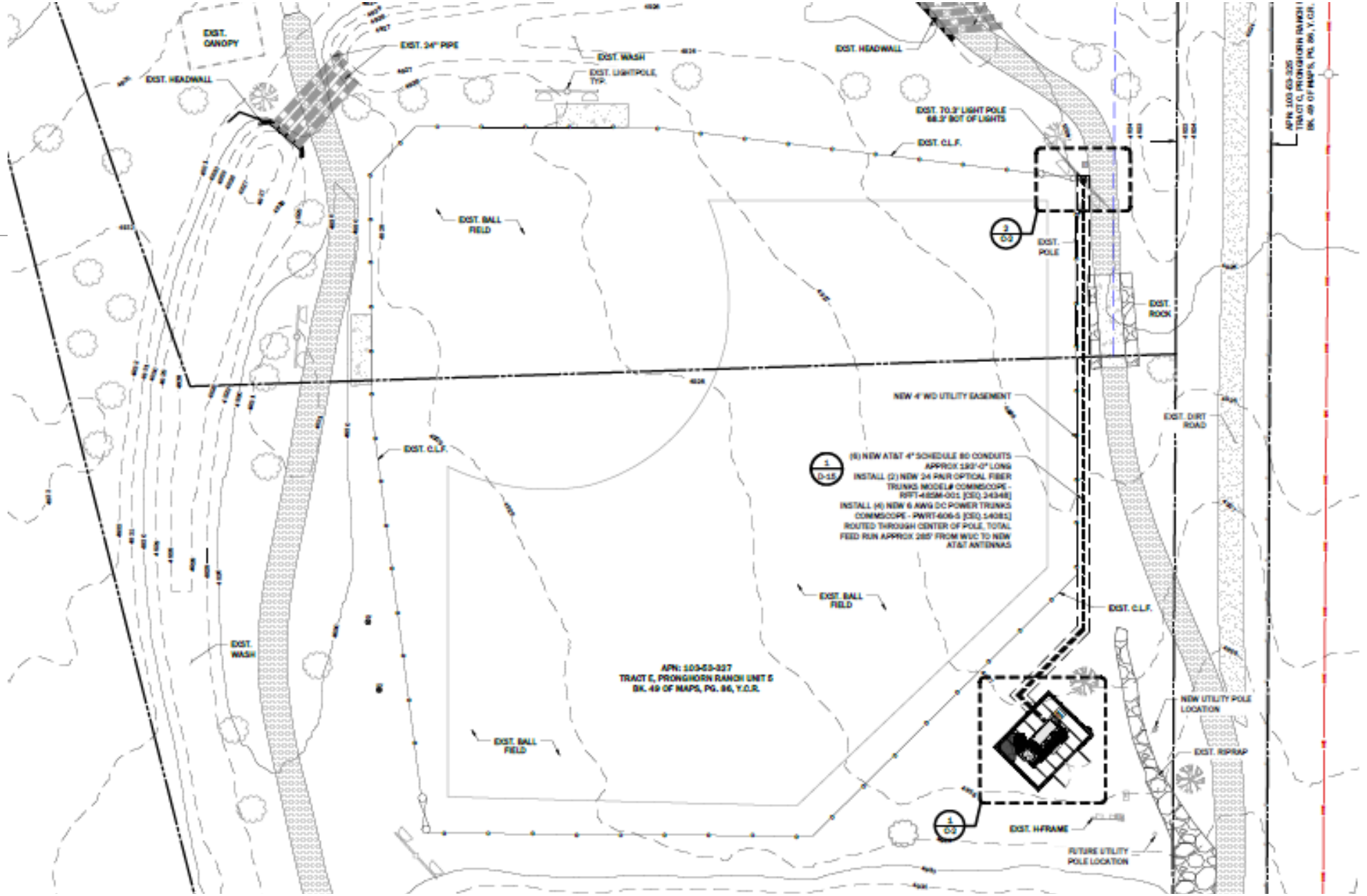
Pronghorn Park
7931 E. Rusty Spur Trail
Prescott Valley, AZ 86315

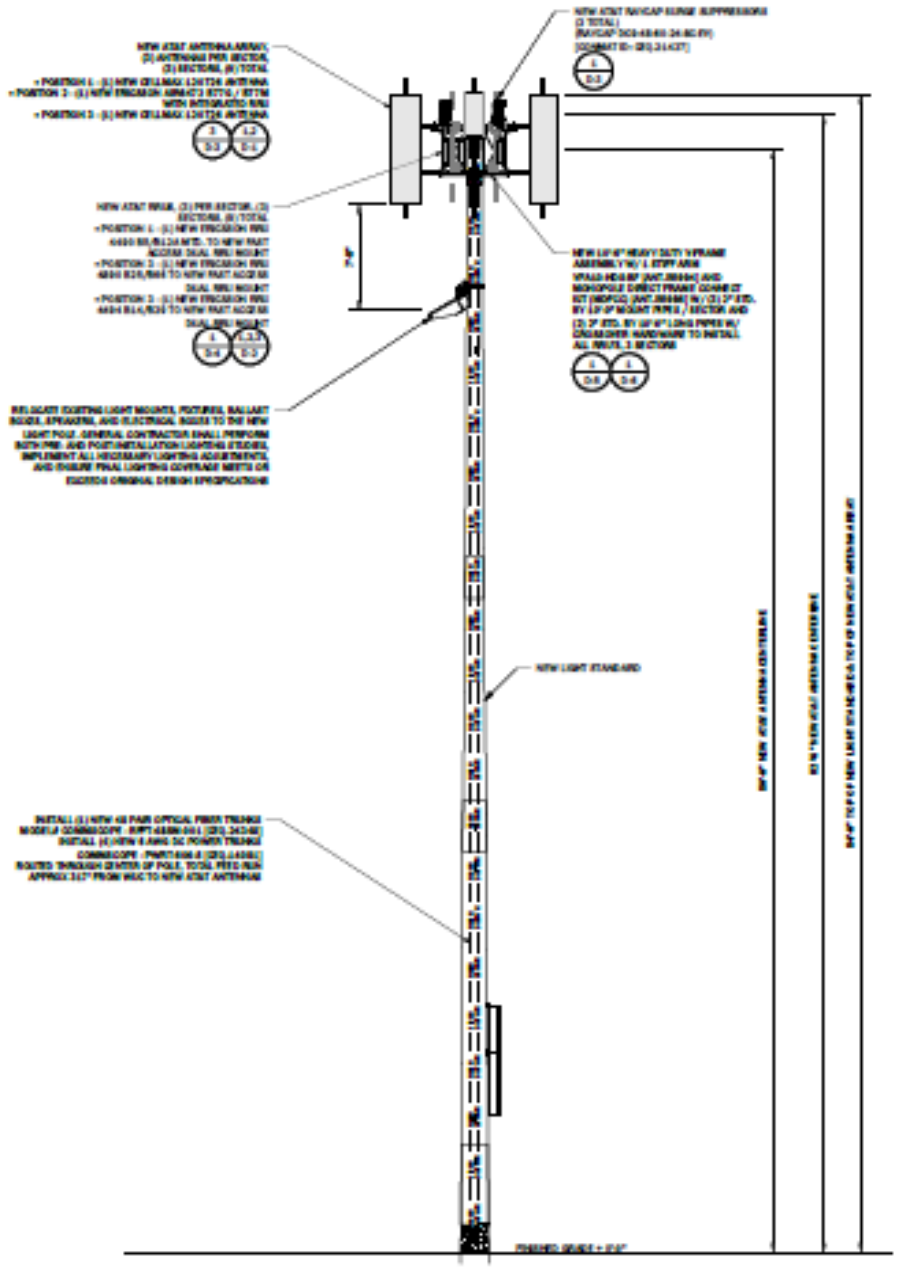


AT&T NEW SITE DEVELOPMENT FOR BALLFIELD LIGHT POLE SEPTEMBER 2026

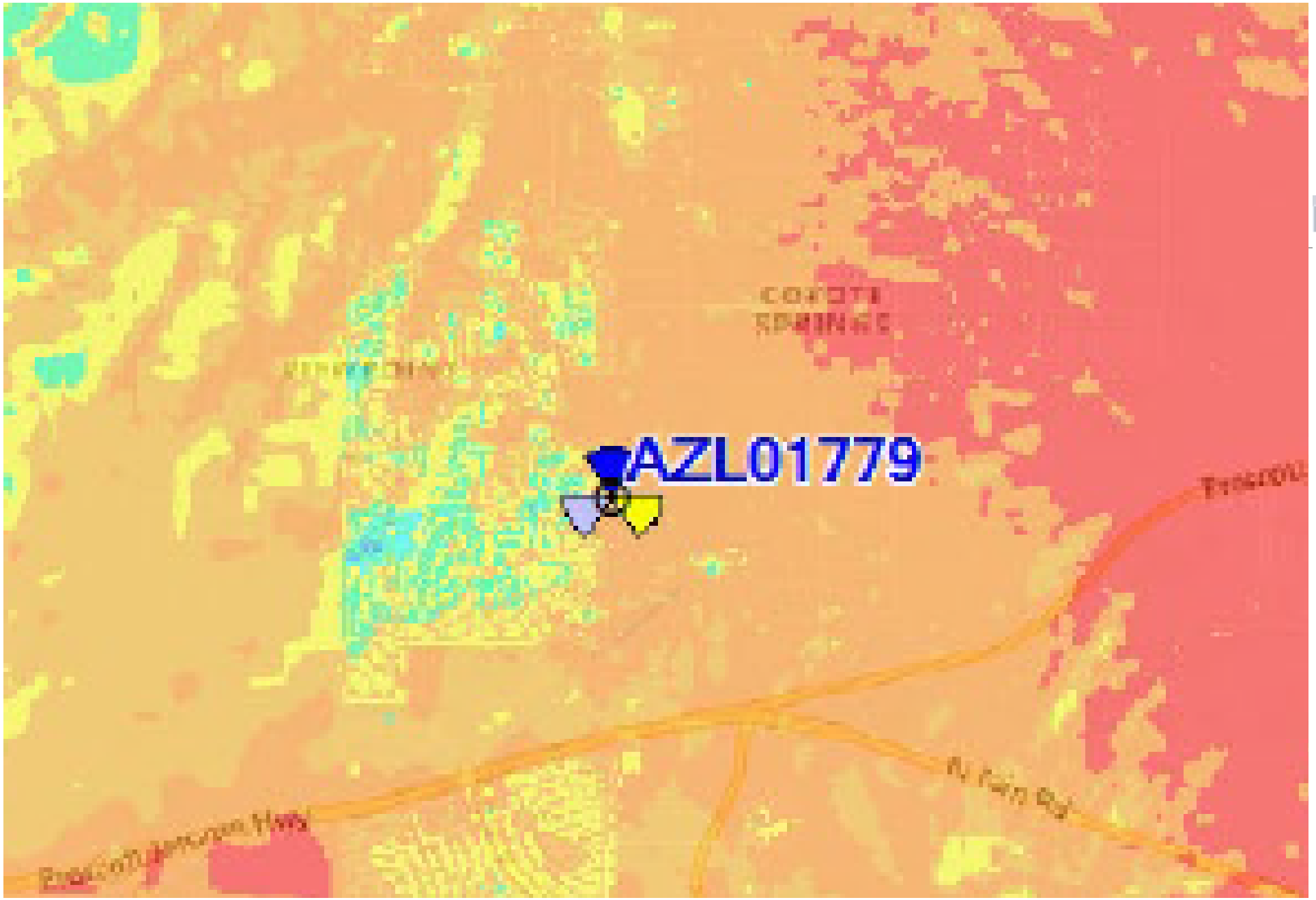

VIEWPOINT
PRONGHORN RANCH
Viewpoint Park
Pronghorn Park
Recently viewed
Prescott Valley Growers


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
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- 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.