

City Council and Government Approval

Flock Public-Records Consolidated Evidence PDF

Council agendas, resolutions, staff reports, and governmental approvals.

Documents in this file: 6

Generated: 2026-07-21

Source file: 05_City_Council_and_Government_Approval.pdf

This is an organizational derivative of the original public-records archive.

Original documents are preserved unmodified under _work/.

Table of Contents

1. [2023-02-24] DOC-000047 FW: BUDGET ITEM: Base Budgets Due Friday, February 24
2. [2026-01-27] DOC-000001 01.27.26 Study Session Minutes
3. [2026-01-27] DOC-000473 Presentation & Discussion Regarding Automated
4. [2026-01-27] DOC-000478 CC - Minutes - City Council - 1 27 2026
5. [2026-06-09] DOC-000479 CC - Resolutions - 2026-1985 - 6 23 2026
6. [2026-06-23] DOC-000505 Signed Minutes

Original filename: 20230224 - FW_ BUDGET ITEM_ Base Budgets Due Friday February 24.pdf

Original path: Flock City Docs - Records/20230224 - FW_ BUDGET ITEM_ Base Budgets Due Friday February 24.pdf

Document date: 2023-02-24

Document type: Email

Duplicate status: unique

Original page count: 12

SHA256: 716b0a0977dc2c2287918934a5110436a595295ae2609bf462f0cb18c25cf4ee

Summary:

An internal Prescott Police Department budget email from Administrative Supervisor Michelle Medina summarizing FY23/FY24 base budget scenarios and new CIP items, which include an LPR Program (Flock Safety), Axon fleet cameras, and Vigilant commercial LPR data. It outlines budget deadlines, proposed positions, and training funding.

From: ["Michelle Medina" <michelle.medina@prescott-az.gov>](mailto:michelle.medina@prescott-az.gov)
To: ["Amy Bonney" <amy.bonney@prescott-az.gov>](mailto:amy.bonney@prescott-az.gov)
["Jon Brambila" <jon.brambila@prescott-az.gov>](mailto:jon.brambila@prescott-az.gov)
Date: 2/24/2023 12:11:41 PM
Subject: FW: BUDGET ITEM: Base Budgets Due Friday, February 24

Hi Chief,

Jon and I briefly discussed meeting on Monday to go over the base budget, new positions, and budget scenarios on Monday before the new budget deadline of 12:00, but I have online training from 9:00 – 2:00 and won't be able to join the two of you. FY23 estimated endings and FY24 new requests have been entered. As for budget scenarios, attached is a summary of scenarios that were entered into MUNIS that include:

- \$16,950 – increase in department's telephone budget for cell phones and MDC equipment
- \$2,500 – computer for Safety & Intelligence Officer
- \$18,900 – new UAS and body armor/helmets for Technical Support Unit
- \$139,500 – 10 new police officer positions plus funding for uniforms (\$29,500) and tools/equip (\$110,000) *HR will add salaries and EREs to requested total
- \$13,950 – 1 SRO plus funding for uniforms (\$2,950) and tools/equip (\$11,000) *HR will add salary and EREs to requested total
- \$0 – add Police Sergeant position due to NARTA overhire *HR will add salary and EREs to budget
- \$0 – reclass PT Police Aide to FT Administrative Specialist
- \$2,500 – Radio & Telecommunications Technician plus uniform (\$500) and tools/equip (\$2,000)
- \$10,000 – Increase overall training budget

CIPs and the Approved Expenditure List (AEL) are due Friday, March 10. Currently, the following new CIP items will be added for consideration:

- AXON fleet cameras
- LPR Program (Flock Safety)
- Commercial LPR Data (Vigilant)
- E-bikes for Community Services

An updated list of AELs will be provided to you prior to March 10.

If you have any questions, please let me know.

Thank you,

Michelle Medina

*Administrative Supervisor
 Prescott Police Department*



222 S. Marina Street | Prescott, AZ 86303
 Ph: 928-777-1900 ext 5610 | Non-emergency Dispatch 928-445-3131
michelle.medina@prescott-az.gov

From: Michelle Medina

Sent: Tuesday, February 21, 2023 8:58 AM

To: Jason Small <jason.small@prescott-az.gov>; Corey Kasun <corey.kasun@prescott-az.gov>; Gary Novak <gary.novak@prescott-az.gov>

Cc: Amy Bonney <amy.bonney@prescott-az.gov>; Jon Brambila <jon.brambila@prescott-az.gov>

Subject: BUDGET ITEM: Base Budgets Due Friday, February 24

Good morning,

FY23 estimated endings and FY24 base budget requests have been entered into MUNIS for each of the G/Ls. If there are any increases you would like made to your respective operating budgets through a *budget scenario*, please let me or Jon know. To create a scenario, the following will be needed from you:

- G/L line item you wish to have increased; e.g. 4615-8220

- Description and/or reason for increase
- Dollar amount of increase

Additionally, attached is a list of re-occurring fees and their associated G/Ls that have been accounted for in the department's base budget. If you notice an item missing or an incorrect amount, please let me know. I have also included a draft *Approved Expenditure List* for FY24. Please feel free to add any items to the list and return to me for submission to Finance by March 10.

As always, if you have any questions or if there is anything I can assist you with regarding the budget, please let me know.

Thank you,

Michelle Medina
Administrative Supervisor
Prescott Police Department



222 S. Marina Street | Prescott, AZ 86303
Ph: 928-777-1900 ext 5610 | Non-emergency Dispatch 928-445-3131
michelle.medina@prescott-az.gov

From: Michelle Medina
Sent: Monday, February 13, 2023 8:20 AM
To: Jason Small <jason.small@prescott-az.gov>; Corey Kasun <corey.kasun@prescott-az.gov>; Gary Novak <gary.novak@prescott-az.gov>; Jim DeLung <jim.delung@prescott-az.gov>
Cc: Amy Bonney <amy.bonney@prescott-az.gov>; Jon Brambila <jon.brambila@prescott-az.gov>
Subject: BUDGET ITEM: Base Budgets Due Friday, February 24

Good morning,
FY23 Estimated Endings and FY24 Base Budget Requests are due Friday, February 24. This includes temporary personnel and overtime budgets.

If you would like me to make the entries for your respective bureau and schedule a time to meet and review the information, please let me know.

Thank you,

Michelle Medina
Administrative Supervisor
Prescott Police Department



222 S. Marina Street | Prescott, AZ 86303
Ph: 928-777-1900 ext 5610 | Non-emergency Dispatch 928-445-3131
michelle.medina@prescott-az.gov

TELEPHONE \$16,950 FY24-46-01: TELEPHONE

Increase budget to adjust to historical actuals as well as to plan for the addition of cell phones and services needed for MDCs

TELEPHONE \$2,500 FY24-46-02: SAFETY & INTELLIGENCE OFFICER EQUIPMENT

Increase budget to purchase a laptop and docking station for the Safety and Intelligence Officer to perform his duties in remote locations.

UNIFORMES \$9,500 FY24-46-03: TECHNICAL SUPPORT UNIT EQUIPMENT

TOOLS & EQUIPMENT \$9,400

Increase budget to replace an aged-out DJI Matrice 210 with a DJI Rapid Response Thermal UAS as well as replace expired body armor and helmets (qty 2) for the Technical Support Unit.

TOOLS & EQUIPMENT \$110,000 FY24-46-04: POLICE OFFICER

UNIFORMS \$29,500

Request to add ten (10) additional full-time permanent police officer positions to the Department.

Staffing levels at the Department have remained relatively consistent throughout the past 20 years or more with minimal additional personnel added to account for the geographic expansion of the City of Prescott nor the demands for police services realized through not only an increase in population, but also tourism and economic drivers in the city. This year proposed legislation at the State level discussing requiring police officers to arrive at priority emergency calls for service in a specified amount of time (proposed 5:00 minute response time). Our current staffing puts us at approximately one full minute over that proposed time (5:58 on average).

An increase in the amount of time officers are required to be on calls for service, coupled with the ever increasing complexity of crimes and the types of calls for service has created an increase in workload specifically for our Patrol Bureau and Traffic Safety Section. We have no capacity to deal with additional requests from the public or elected officials when we are routinely at minimum staffing in our Patrol Bureau. The number of public events hosted and supported by the City of Prescott have increased over the years and require additional off duty personnel to be assigned for safety.

In FY23 we had to reassign our entire, six (6) officers, Community Service Section back to Patrol to assist with staffing shortages. This section is our specialized bicycle officers who often are tasked with special projects in the downtown areas at the request of business owners, the Chamber of Commerce, and elected officials. We are unable to fulfil many requests for their expertise at this time because they are assigned to our Patrol Bureau.

Additionally, at current staffing levels we do not have the capacity to absorb employees utilizing their earned benefits such as PTO, and FMLA; for them to attend required training without the extensive use of overtime; to maintain required proficiencies; nor to absorb the loss of personnel due to work related or off-duty injuries.

The addition of ten (10) full time officers will get us closer to meeting the critical goals of continuing to provide excellent customer service in a timely manner to our community, reducing crime and continuing to keep Prescott a safe and healthy community.

The need for additional personnel will be evaluated on an annual basis, with the goal of reaching optimum staffing levels of 8 Officers and 1 sergeant, per squad, in a measured and strategically achievable way, reducing the burden of overtime costs, and maintaining a well-trained and prepared police force.

Request will include all uniforms, gear, ballistic vest, body cam and a separate capital form will be submitted for five (5) new police vehicles.

UNIFORMS \$2,950 FY24-46-05: SCHOOL RESOURCE OFFICER

TOOLS & EQUIPMENT \$11,000

Request to add one (1) new full time permanent Officer position who will be assigned as a School Resource Officer through a partnership with Prescott Unified School District (PUSD).

The Prescott Unified School District recently approached us about a partnership to add a School Resource Officer (SRO) to Mile High Middle School. They proposed a split of 75% paid by a grant from the State of Arizona and 25% paid by the City of Prescott for a 10-month contract for an SRO. This is the same intergovernmental agreement that we have in place with PUSD for the SRO at Prescott High School.

Mile High Middle School the only 7th and 8th grade middle school in the community with the public school system. They have a population that ranges between 575-600 students each year. The middle school sees a high number of criminal offenses including assaults, drugs (and other banned substances), bullying, threats, and harassment. Within this school district, the middle school sees the highest rates of these offenses per capita including the high school. In other words, they have a similar number of offenses as the high school by type, but half as many kids overall. Additionally, the data collected in the 22/23 school year has already surpassed discipline data within the 21/22 school year, and we anticipate these numbers continuing to increase. There are definite safety concerns which could be addressed in part by the addition of an SRO at the school.

We have taken 358 calls to this school in the 21/22 school year, and 160 calls to the school in the 22/23 school year so far (as of 1/1/2023). This is very close to the total number of the calls taken throughout the entire city for the same time period in youth ages 11-15 outside of school.

This school has a school safety team and structure in place to utilize an SRO appropriately, however, without the officer on campus they have had to call dispatch each time to address these issues. Calling dispatch is a reactive response and not a proactive response. With an SRO on campus participating in proactive and preventative education programs, as well as acting as a deterrent and community liaison, we anticipate a significant increase in campus and student safety and decrease in criminal activity.

The SRO will work within this school as a permanent member of the student services team. Working closely with the administration, character coaches, and teachers, they will be able to provide the following services.

- ? Provide appropriate police and enforcement services at school.
- ? Identify students with high truancy rates and intervene with community and parent support resources
- ? Investigate all reported child abuse incidents within the school
- ? Refer or help identify juveniles and/or families that need appropriate social services and connect them with community resources
- ? Network with community agencies, other SRO's and juvenile probation services
- ? Act as a resource investigating school related criminal activities

- ? Participate in campus activities, student organization, and athletics events when feasible and appropriate
- ? Provide a visible deterrence to crime and a positive impression of a law enforcement officer
- ? Collaborate and train school personnel on campus safety and strategies
- ? As necessary follow up with home visits on school related issues
- ? Teach a minimum of 180 hours of classes regarding law related education topics provided with an approved SRO curriculum
- ? Teach on topics regarding safety when and as determined by the SSAP team when they arise
- ? Teach or present at parent nights and other community events to address student safety issues both on and off campus.
- ? Provide support for downtown business during early release Friday where middle school students tend to congregate and cause trouble.

Additionally, this officer will serve as a visible deterrent to off campus intruders and other threats that stem from off campus, as well as providing a first line of defense where the school is under threat by either an outside, or inside source.

Cost to include outfitting the new officer with uniforms, equipment and a separate capital request will be made for a vehicle.

OTHER \$ FY24-46-06: POLICE SERGEANT

Request one additional full-time permanent Sergeant position to the Department.

Our current allocated Sergeant positions have increased as a sergeant who had been assigned to the Northern Arizona Regional Training Academy full time had concluded. His three (3) year commitment ended and he has moved back to the Patrol Bureau creating the need. During the time he was assigned to the academy his full salary and employee related expenses were covered by Yavapai College and we backed filled his position with a promotion internally. Our anticipation was that through the retirement of another sergeant we would fill his vacant position, a change in the Deferred Retirement Option Program has allowed this sergeant to extend his stay by two additional years. To move toward our goal of six (6) patrol teams we will need to create one additional sergeant position in the patrol bureau. Currently we are funding this position in FY23 with salary savings from our officer vacancies.

OTHER \$ FY24-46-07: RECLASS PT POLICE AIDE TO FT

Request to re-classify a Part Time Police Aide position into a full-time permanent Administrative Specialist position to the Department.

We currently have a part time police aide working for the Department. This position in the past has been a pipeline for an individual that we identify as a potential police officer who does not meet the age qualification. The job duties typically entail tasks such as assisting with quartermaster duties, shuffling vehicles to Fleet for service, assisting with small projects in the Department, assisting in Property and Evidence as well as special events such as Shop with a Cop of the 4th of July Parade. Although sometimes menial these duties would have to be completed by a sworn member of our department without a person assigned to the part time police aide position.

When this position was filled, we identified a new need regarding body worn camera redaction for public records requests. Since implementing Axon Body Worn Cameras in May 2021 to current, we have received eighty six requests for body camera footage or dash camera footage from our officers and we have filled seventy-two of those requests. Total redaction time was over 550 hours of actual work time to redact the videos. We are required to redact certain personal information, victim information and any minor children's information from any video that we release to the public. We are mandated by the victim bill of rights to do so, making this a very time-consuming position.

Our current police aide is completely dedicated to only body cam redaction and is unable to complete any other assigned tasks at this time. When we obtained approval to purchase the body worn cameras, we committed to Council that we would not ask for additional administrative personnel until we could evaluate the actual workload and need to have a dedicated redaction employee. We have gathered data for almost two years that indicates we have a justified need for a full-time position.

This position will redact body worn camera video and in car dash camera video for distribution to the courts, media and public to comply with discovery mandates, subpoenas in compliance with state and federal laws.

We would maintain the PT Police Aide position and fill that if approved.

UNIFORMS \$500 FY24-46-08: RADIO & TELECOMMUNICATIONS TECHNICIAN

TOOLS & EQUIPMENT \$2,000

Request to add one (1) new full-time permanent Radio and Telecommunications Technician for public safety.

There is a critical need for a public safety radio technician assigned to Police and Fire full time with auxiliary duties to support the rest of the City of Prescott's radio needs. This position is directly related to the life and safety of our police officers and firefighters in the field as well as the community that they serve.

This position will assume a high level of responsibility in maintaining the operation of city owned, radio and telecommunication backbone system to include research, design, advisement, planning, construction, installation, maintenance, repair and the necessary modifications required to maintain optimum performance of our radio systems. This includes and not limited to point-to-point microwave, two-way radio (digital and analog), antennas/coaxial antenna systems, multiplexers, voters, site power systems, proper grounding techniques, proper RF and AC surge suppression and RF filtering.

There is a need for a highly qualified candidate to assume a high level of responsibility in the planning, design, implementation, and support of City, public safety, and 911 dispatch centers, while working in cooperation with our current IT team. This includes but is not limited to radio dispatch consoles (Zetron), basic network configuration and routing, limited computer desktop support, FCC frequency licensing /management, fire station alerting solutions (2 tone, 5 tone pagers, digital, PLC controllers), voters, receivers, repeaters.

The size and complexity of just the Public Safety Radio system requires at minimum one full time technician. This is the priority of this position. The city utilizes other two-way radio systems that also require a full time position to maintain and support those systems as well. Communications is the lifeline of public safety, and we feel this position is a high priority to public safety and the community that we serve.

This position does not exist within our current job descriptions. Based on research of the field we believe that this position would fall under a pay grade 115, this is a very specialized position and with that would require appropriate compensation to hire the best candidate.

Funding for this position is proposed as a 50/50 split between the Prescott Police Department and the Prescott Fire Department.

TRAINING \$10,000FY24-46-09: POLICE TRAINING

With the addition of new officers in the FY23 budget we have found a need to increase the amount of training funds available to our officers. This covers outside training for certifications and other mandated training from the state. The cost of flights, hotels and food have increased significantly over the last several years.

DOC-000001

Original filename: 01.27.26 Study Session Minutes.pdf

Original path: Flock City Docs - Records/01.27.26 Study Session Minutes.pdf

Document date: 2026-01-27

Document type: City Council Study Session Minutes

Duplicate status: near

Original page count: 10

SHA256: 2b5217db9976e0479339388868fae4f5c7ec5376909c532a8f3274cdbce58235

Summary:

Minutes of the January 27, 2026 Prescott City Council Study Session, including a presentation by Police Chief Amy Boney on the city's ALPR system and a legal review by City Attorney Joseph Young on privacy standards. The ALPR item was for discussion only and no formal action was taken.



City of Prescott

City Council - Study Session

January 27, 2026 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Rusing called the meeting to order at 1:00 p.m.

2. ROLL CALL

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

3. DISCUSSION

A. Presentation & Discussion Regarding Automated License Plate Readers in the City of Prescott.

Police Chief Amy Boney provided a presentation regarding the city's ALPR system and why it is an important investigative tool for policing. This system is used by agencies throughout the county, it captures images of license plates in public view.

What are ALPR Systems:

- * Designed for public safety
- * Read plate and basic vehicle attributes (color, type, decals)
- * Used nationwide by law enforcement
- * Focused on solving and preventing crimes
- * Multiple companies (Axon, Vigilant, Flock)

How Do They Work:

- * Cameras capture images of vehicles passing through fixed locations
- * System reads license plates and identifies vehicles attributes
- * Data is securely stored and searchable by law enforcement personnel only for those purposes only
- * Used in real-time investigative context

Can Do:

- * Identify vehicles associated with crimes
- * Assist in locating stolen vehicles
- * Support Amber, SAFE and Turquoise Alerts and missing persons cases
- * Provide leads in violent and property crime investigations

- * Notify agency when a wanted plate is encountered

Do Not Do:

- * Perform facial recognition
- * Identify or track individuals
- * Know ownership details
- * Monitor speed or reckless driving or criminal behaviors
- * Data free-for all; access is restricted, audited and governed by department policy and every search is logged and auditable
- * No facial recognition ever - does not have this capability, no biometric personal data is collected, no ability to identify drivers or passengers, cannot be modified to perform facial recognition, system is strictly vehicle based

City Attorney Joseph Young reviewed legal standards set by the Supreme Court and Case Law.

- * Core Legal Principle Expectation of Privacy
 - Under US Supreme Court precedent individuals have a reasonable expectation of privacy in certain places (such as their home) but not in what they knowingly expose in public
 - Vehicles traveling on public roadways fall squarely into the category of no reasonable expectation of privacy
 - US V. Knotts and US v. Karo related to monitoring movements in public spaces
 - Key Supreme Court Guidance: license plates are public identifiers required by law to be displayed, what is visible in public view is not protected by the Fourth Amendment, law enforcement may observe, record and use information that is lawfully visible from public spaces
 - There is no reasonable expectation of privacy in vehicle's location, movement or license plate while operating on public roads
 - ALPR technology does not create new legal authority; it simply makes lawful observations more efficient and accurate
 - The courts have repeatedly affirmed that technology assisting lawful observation does not change the legality of the observation
 - There is no reasonable expectation of privacy for license plates or vehicle movements

Why our Department Uses ALPR:

- * Increase investigative efficiency
- * Support proactive policing strategies
- * Faster identification of dangerous suspects
- * Quicker response times
- * Improved victim support
- * Enhanced situational awareness during critical incidents

Access Controls & Accountability:

- * Only trained and authorized personnel have access - password and two-factor authentication protection
- * Every search is logged and audited
- * Use is restricted to legitimate law enforcement purposes only
- * Misuse is subject to discipline and investigation up to and including termination,

per department policy

Data Retention Policy:

- * All data automatically deleted after 30-days in the ALPR system for Flock and Axon
- * Retention period aligns with best practices and privacy standards
- * If associated with a crime, data is stored in evidence
- * Prescott PD owns the data, it is not sold to third parties

Department Policy:

- * Data is for law enforcement use only - policy defines who can use the system and how it is used
- * Department approved training required
- * Outlines approved use cases
- * Establishes accountability measures - all usage is audited
- * Ensure compliance with legal and ethical standards - access only by authorized personnel
- * Comprehensive policy on the use and access of the ALPRs and data

Public Safety Impact:

- * Supports proactive policing
- * Deters criminal activity
- * Enhances community safety
- * Assists in locating wanted subjects/suspects, missing persons, stolen vehicles and hit/run vehicles

Transparency & Trust:

- * Clear policies and oversight
- * Commitment to lawful and ethical use
- * Respect for civil liberties

Trevor Chandler Director of Public Affairs with Flock continued the discussion regarding endorsements for ALPR systems from MADD and other agencies in helping to solve crimes. He also reviewed accountability and transparency through the Transparency Portal:

- * Portal - is customizable for each agency, displays technology policies, and publishes usage metrics
- * Every search requires a registered ID with search reason and/or case number
- * Search reason and user ID are saved in a permanent audit trail
- * Flock encourages all agencies to have regular audits to ensure proper usage
- * Coming soon - proactive auditing to alert to potential misuse

Built with Privacy in Mind:

- * Data is owned by the customer/department and will never be sold
- * Private customers never have access to government data or "hotlists"
- * Flock automatically deletes data after 30-days by default
- * Flock has no access to personally identifiable information
- * Only your agency decides who to share with, not Flock
- * All data is stored with end-to-end encryption including - FBI, NDAA, SOC2 (Type II), SOC3, ISO 27001, Higher Education Community Vendor Assessment

Tool (HECVAT) and FERPA

Chief Bonney continued with a discussion related to department statistics:

- * 2024 - LPR data was credited by officers in assisting cases resulting in 353 offenses charged
- * 2025 - LPR data was credited by officers in assisting cases resulting in 874 offenses charged
- * 2025 - LPR data searches were used by Prescott Regional Communications Center in assisting officers with 8,898 searches related to calls for service
- * Doubled clearance rate for hit and run
- * Fentanyl drug dealer arrested with 200 pills in possession
- * Overdose victim's vehicle located with suspect transporting cocaine
- * Sexual assault suspect vehicles located
- * Dangerous drugs and prescription fraud suspects located and arrested
- * Sexual exploitation of a minor wanted suspect located and arrested
- * Many more

Mayor Rusing commented that no public comment would be taken on this item, but the Council has received all the public's emails. She continued by reading the 1st and 4th amendments. She asked what the rationale was to discontinue Flock in Flagstaff and Sedona.

Mr. Chandler responded that overall conversations were around balancing privacy and public safety and much of the discussions in those cities centered around that. He can't speak to specifics about the jurisdictions, but he does believe those were reasons. The Norfolk case was decided today, and it was decided that LPRs are constitutional.

Councilman Gambogi thanked staff and Mr. Chandler for an excellent presentation. He reiterated that the cameras don't replace officer judgment or reasonable investigations.

Councilman Garing said that this is a public safety issue, and he is in favor of keeping the cameras.

Councilman Grady echoed the Council comments and thanked staff for addressing the questions that had been raised by members of the public.

Mayor Pro Tem Fruhwirth asked staff to address the costs.

Chief Bonney responded that it approximately equates to the salary of one officer, give or take and equates to a lot of time savings and efficiencies. It is a tool that is used in investigations, a similar concept to a photo lineup, so investigations still have to be conducted and confirmed.

Councilwoman Frederickson asked about legislation related to LPR and proposals for 90-day retention and whether the city would keep the 30-day retention or move to 90-day. She also asked about the pan-tilt zoom cameras.

Chief Bonney responded that the proposal will move to a committee next week

with many adjustments, but the city would want to keep with the 30-day retention which they are able to do. The department has two movable or portable cameras that can be moved for investigative purposes, all others are at fixed intersections. The parking garage cameras are Vigilant and have been located for some time.

Administrative Coordinator Tommi Dow addressed the city-owned cameras in the parking garage which are city owned and used for investigation purposes.

Councilman Ruby thanked Chief Bonney and Mr. Chandler for the presentation. He recapped some of the concerns he has heard, including copying of data before it is deleted. He asked why the city is not sharing at a federal level.

Mr. Chandler responded that if cameras are having difficulty identifying something, engineers will look for circumstances when that happened and pull it without any identifying information to use for machine learning and improving accuracy.

Chief Bonney responded that the city is doing what makes sense for now as it relates to sharing, but that can be changed in the future if needs change.

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

B. Presentation & Discussion Regarding the Road to Centralization for the City's Wastewater Treatment.

Public Works Director Gwen Rowitsch provided a presentation to the Council regarding the city's road to centralization related to wastewater treatment. There are currently two treatment plants in the city and the plan is to consolidate into one. This process was approved by Resolution No. 4284-1493 in April 2015 and is a Council driven initiative involving multiple projects designed to consolidate wastewater treatment into a single, large treatment plant at the Airport Water Recelamation Facility (AWRF).

Utilities Manager Steve Olfers reviewed the two existing wastewater treatment facilities.

Sundog Wastewater Treatment Plant:

- * Constructed in 1955 in what was an industrial area north of town
- * Upgraded in 1989, 1999 and 2013
- * Treatment capacity is 3 mgd

Airport Water Reclamation Facility:

- * Constructed in 1978
- * Expanded in 2014
- * Treatment capacity is 4.75 mgd
- * Produces A+ Effluent

Wastewater Infrastructure:

- * 2013 - Carollo Engineering produced Water & Wastewater Models
- * 2015 - Water Works Engineering/Lyon Engineering produced the Roadmap to Centralization; Airport Water Reclamation Facility Expansion Phase I

- * 2018 - Carollo Engineering produced Water & Wastewater Models
- * 2023 - Carollo Engineering produced the final Water & Wastewater Models

Centralization Timeline:

- * Roadmap to Centralization January 2015
- * Council Study Session February 24, 2015
- * Council Adopted Resolution No. 4284-1493 April 28, 2015
- * Study Session & Centralization Update February 28, 2017
- * Study Session Centralization Update November 14, 2017
- * Ordinance No. 5060-1600 for WIFA Loan Adopted Jan. 9, 2018
- * Executive Session Discussion Sept. 10, 2019
- * Council Approval for Alternate Route Aug. 25, 2020
- * Consent Order Issued by ADEQ 2023

Capital Program Manager Tim Sherwood continued with an overview of the various projects associated with the Centralization Roadmap Plan and completed projects:

- * Airport Trunk Main Phase I
- * Sundog Trunk Main Phase A
- * Sundog Lift Station
- * Airport Trunk Main Phase 2A
- * Sundog Trunk Main Phase C1
- * Airport Trunk Main Phase 2B
- * Sundog Trunk Main Phase C2
- * Total Costs - \$26,494,456

Projects to Complete:

- * Sundog Phase C3
- * Airport Solids Handling Facility
- * SR89 Effluent and Wastewater Pipelines
- * Airport Expansion Phase II
- * Sundog Equalization Basin & Plant Decommissioning
- * Effluent Tank at Watson Lake Park
- * Lillian Lane Receiving Station Upgrade
- * Total Estimated Costs at Full Completion - \$143.5 million (future projects are included in the five and ten year CIPs)

Councilwoman Fruhwirth asked about the increase water rates and asked how are impacted by these projects.

Ms. Rowitsch responded that most of these projects are associated with growth and have help from Development Impact Fees, but also on existing rates.

Mr. Ofiers continued that once all of these projects are completed there will be one wastewater treatment facility.

Mayor Rusing commented on how important collection is for health and human safety. She thanked staff for addressing these issues. It is important to understand what is needed.

Councilman Garing asked if this project is subject to Prop401, he would like a complete analysis.

City Attorney Joseph Young responded that it is a nuanced question, mostly because there are many exceptions to Prop401 and various parts of broader projects may or may not apply. The Proposition requires that large dollar projects go through a voter approval process, this amount increases with CPI each year. Replacement and repair of sewer and water lines, treatment centers and court-ordered/required projects are all exempt. SR89 has to be replaced, which qualifies as an exemption, but there are related costs that are not part of the Prop401 analysis. That determination comes from Council. Staff believes the city is in compliance, but ultimately, Council has to make decisions about how these exemptions apply. This has been done before and will need to continue to be done.

Councilman Grady commented on the exceptional work done at the treatment plant. Council took a tour recently, and he was very impressed.

Mayor Pro Tem Fruhwirth thanked staff for the detailed presentation. She is supportive of what staff is doing.

Councilwoman Frederickson asked about the consent order related to the sewer outflow in 2023, and for confirmation that that is one of the aspects that allows the city to not have Prop401 be applicable and how that leak relates to centralization.

Mr. Young responded that the finding was that the city doesn't have sufficient capacity and centralization addresses that.

Ms. Rowitsch confirmed and added that the city doesn't have capacity for surges when stormwater enters the system.

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

C. Presentation & Discussion Regarding Watson Woods Riparian Preserve In-Lieu Fee (ILF) Program & Conservation Easement.

Water Resource & Environmental Service Manager Brian Ruiz provided a presentation to the Council regarding the Watson Woods Riparian Preserve ILF and introduced Michael Bryd with Prescott Creeks to contribute to the update.

Overview & Background:

- * Pre 1940 - native land and Granite Creek
- * 1940 - railroad constructed
- * 1950s - midcentrui landfill dumping
- * 1970s - quarry and gravel mining
- * 1990s - Watson Woods Riparian Preserve established by Prescott Creeks

Completed Work:

- * Utilities and Infrastructure Assessment
- * Trails and Recreational Assessment
- * Hydrologic Evaluation

* Environmental Site Assessment

Mr. Byrd continued with an overview of the ILF Program:

- * Prescott Creeks is a non-profit organization - established in 1990 with a mission to achieve healthy watersheds and clean waters in Central Arizona for benefit of the community
- * Granite Creek Trail (now the Greenway)
- * Granite Creek Cleanup (since 2007)
- * Watson Woods Riparian Preserve

Ecological Restoration in the Preserve:

- * Goals - enhance and restore creek function and riparian habitat, create additional riparian habitat, educate and involve community members
- * Project Details - five-year project (2009-2013), \$1.5 million in funding, AZ Water Protection Fund Grant, AZ Department of Environmental Quality Grants and City of Prescott in-kind services/cash

ILF Mitigation Programs:

- * Preserve is part of a project that provides mitigation credits to permittees that cause unavoidable impacts to jurisdictional waters under Section 404 of the Clean Water Act
- * As part of the project, the US Army Corps of Engineers (USACE) has directed Prescott Creeks to develop plans for the Preserve site
- * Establishment of a site protection instrument, in the form of a conservation easement is a required element
- * Only five programs in Arizona - Prescott Creeks Preservation Association, Arizona Game & Fish Department, Pima County Regional Flood Control, Tucson Audobon Society and La Paz County Endangered Species Fund
- * Administered by USACE and EPA

ILF Program Status (40 CFR Section 332-4(c)):

- * Required Plan Components
 - Objectives
 - Site Selection Factors
 - Site Protection Instrument
 - Baseline Information
 - Credit Determination
 - Work Plan
 - Maintenance Plan
 - Performance Standards
 - Monitoring Requirements
 - Long-Term Management Plan
 - Adaptive Management Plan
 - Financial Assurances
 - Default & Closure

Key Components:

- * Joint Management Plan - provide written framework of future management of the Preserve, identify responsibilities for Prescott Creeks, identify responsibilities for the city, identify joint responsibilities, inventory all known infrastructure and

utilities within the Preserve and address fire management, describes the function and goals of the Preserve, describes the conservation easement/lease areas, establishes a protocol for city for routine and emergency access, fire management plan, and clearly identifies responsibilities for all known structures/utilities/trails/roads within the Preserve

- Current Status: maps 95%, responsibility list 95%, fire management plan 99% and full document 75%

- * Lease & Conservation Easement - compensatory mitigation must be permanent; the conservation easement ensures permanent protection (40 CFR Section 332.7 (a)), reduces flexibility for the city to develop or expand facilities and modify land uses; the updated lease covers all areas in the Preserve not covered by the conservation easement (34 acres)

- Conservation Easement must be in perpetuity, must supersede any other encumbrance on the property and multiple encumbrances on a property make it complicated

- * APS Coordination - APS is constructing new 69KV power lines to replace existing 12KV power lines; goal of establishing new power line alignment around the perimeter of the Preserve; work with APS to create maintenance road and trail that will function as alternative access for bikes and horses; remove existing poles to below grade

Next Steps:

- * Finalize APS coordination

- * Bring lease, joint management plan and conservation easement for Council Vote

- * ILF development and mitigation plan - approval of draft plan by USACE/IRT

- * Update Phase I Environmental Assessment

- * Execution of finalized lease and conservation easement by the city

- * Final development and mitigation plan

- * Enabling instrument modification

- * Begin implementation of Work Plan within Watson Woods Riparian Preserve (2027)

Mayor Rusing said this project has been in the works for several years and thanked APS for their coordination.

City Attorney Joseph Young discussed the \$1/year lease, which is part of consideration going through this. The city needs to look at what it gives up and what it gets in return so that will be part of the lease negotiations.

Mayor Pro Tem Fruhwirth commented that she looked at the Prescott Creeks Board and wanted to ensure that there is a guarantee that there is depth there because the Conservation Easement is forever. She added that it will be important to understand the group's financials as well, and stated that she is concerned perhaps there should be separate parcel numbers for this and may want to have staff look into that.

Councilwoman Frederickson asked if there was anything in the lease which would put guardrails around what the city needs to do for infrastructure so it isn't in conflict with what Prescott Creeks is doing.

Mr. Byrd responded that this is where the joint management plan comes into play. There will be components that speak to those types of situations. The plan will be updated every five years to ensure that it is current as well.

Councilman Ruby commented that he appreciates the coordination going into this project.

Councilman Grady echoed Mayor Pro Tem Fruhwirth's comments in ensuring that the city has information from Prescott Creeks so they can understand what the ILF looks like in dollars flowing into projects and operating costs.

Mr. Bryd added that all fees are restrictive for the development plan and administrative costs associated. They report annually to the US Army Corps of Engineers as well.

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

4. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 3:19 p.m.

CATHEY RUSING, Mayor

ATTEST:

SARAH M. THORNHILL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on January 27, 2026. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill

Sarah M. Thornhill, City Clerk

Original filename: Automated License Plate Readers_Item_Preview.pdf

Original path: Flock City Docs - Records/Automated License Plate

Readers_Item_Preview.pdf

Document date: 2026-01-27

Document type: City Council Staff Report / Study Session Item

Duplicate status: unique

Original page count: 43

SHA256: f14a7743f0f6a21359b8e61ccb46a76b94f3e4fad8b0818000d77b5307e69f29

Summary:

A January 27, 2026 Prescott City Council study session staff report presenting for discussion the Police Department's use of Flock Safety automated license plate reader (ALPR) technology, including its history from 2019 through budget-approved contract expansions. Attachments include an ALPR community education presentation and City Contract No. 2023-151 with related Flock Group amendment.



TO: MAYOR AND CITY COUNCIL
AGENDA: January 27 Study Session
DATE: January 27, 2026
DEPT: Legal
ITEM #: 3.A
SUBJECT: Presentation & Discussion Regarding Automated License Plate Readers in the City of Prescott.

ITEM SUMMARY

This item will provide city staff an opportunity to discuss use of automated license plate reader technology.

BACKGROUND

The Prescott Police Department first utilized automated license plate reader (ALPR) technology in or around 2019 as part of our downtown parking enforcement software system. This was very new technology, and it was used in conjunction with our Auto Chalk software to enforce two-hour parking in the downtown area, and we continue to use that system today. In 2020, we saw the next implementation of this technology being used as part of the Granite Street parking garage security camera project, allowing the Police Department to address concerns from our community about the safety and security of the parking garage. This license plate reader camera was placed at the entrance and exit of the parking garage as an investigative tool which assisted us with locating potential suspect vehicles that had been involved in criminal activity within the parking garage.

In 2022, the Department was looking to leverage additional ALPR technology in an effort to impact crime in our community in real time and provide additional investigative tools to our officers and detectives tasked with solving significant crimes in our community. We learned that the Scottsdale Police Department, and several other Valley agencies, were using ALPR cameras from Flock Safety. We attended a demonstration and toured several real-time crime centers in the Valley to see the technology and how it had a positive impact on solving crimes. In March 2023, we entered into a test and evaluation agreement with Flock Safety for sixteen (16) stationary ALPR cameras which were installed at locations in the City limits selected by several employees of the police department. During budget preparations in 2023, we submitted a request to enter into a contract with Flock Safety for the initial sixteen ALPR cameras, and it was approved by Council in the budget for Fiscal Year 2024. In Fiscal Year 2025, we again requested in the budget process additional funds to continue with the sixteen cameras and added the Flock OS Real Time Crime Center Software and this was approved by Council for that fiscal year. In Fiscal Year 2026 budget preparations, we added another sixteen stationary ALPR cameras, two portable ALPR cameras and eleven live view cameras to our contract, which was approved by Council vote in June 2025.

Since we have implemented this technology into our investigative tools, we have had multiple success stories in locating and arresting suspects involved in significant crimes within our community. This impact has allowed us to accomplish our mission, which is to provide the highest level of service in a collaborative effort with our community to protect life, property and rights.

FINANCIAL IMPACT

There is no fiscal impact associated with this discussion.

RECOMMENDED ACTION

This item is for discussion only. No formal action will be taken.

ATTACHMENTS

1. ALPR Presentation
2. City Contract No. 2023-151

Automated License Plate Reader (ALPR) System

Community Education Presentation

Protecting Prescott Through Smart
Accountable Technology

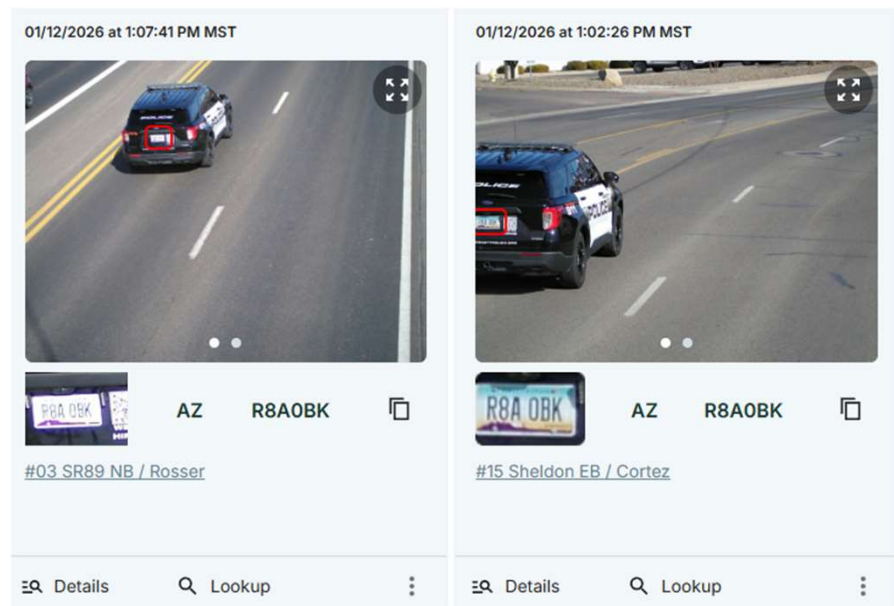
City of Prescott - Prescott Police Department

What is ALPR?

- Automated License Plate Readers (ALPR) system designed for public safety
- Reads license plates and basic vehicle attributes (color, type, decals)
- Used nationwide by law enforcement
- Focused on solving and preventing crime

How ALPR Works

- Cameras capture images of vehicles passing through fixed locations
- System reads license plates and identifies vehicle attributes (color, type, decals)
- Data is securely stored and searchable by authorized personnel only, for Law Enforcement purposes only
- Used in real-time and investigative contexts



What ALPR CAN Do

- Identify vehicles associated with crimes
- Assist in locating stolen vehicles
- Support Amber, Safe and Turquoise Alerts and missing person cases
- Provide leads in violent and property crime investigations
- Notifies agency when a wanted plate is encountered

What ALPR CANNOT Do

- Does **NOT** perform facial recognition.
- Does **NOT** identify or track individuals.
- Does **NOT** know ownership details.
- Does **NOT** monitor speed or reckless driving behaviors.
- It is **NOT** a data free-for all. Access is restricted, audited, and governed by department policy. Every search is logged and auditable.

No Facial Recognition – Ever

- ALPR technology does not have facial recognition capability
- No biometric personal data is collected
- No ability to identify drivers or passengers
- Cannot be modified to perform facial recognition
- System is strictly vehicle-based

Legal Standards

Set by Supreme Court and Case Law

Expectation of Privacy

Core Legal Principle: Reasonable Expectation of Privacy

- Under U.S. Supreme Court precedent, individuals have a **reasonable expectation of privacy** in certain places (such as their home), but **not in what they knowingly expose to the public**.
- Vehicles traveling on public roadways fall squarely into the category of **no reasonable expectation of privacy**.
- This principle has been consistently upheld in federal and state courts.

Key Supreme Court Guidance

The courts have long recognized that:

- **License plates are public identifiers** required by law to be displayed.
- **What is visible in public view is not protected by the Fourth Amendment.**
- Law enforcement may observe, record, and use information that is lawfully visible from public spaces.

In *United States v. Knotts* and *United States v. Karo*, the Supreme Court confirmed that monitoring movements in public spaces does not violate the Fourth Amendment.

In *California v. Ciraolo* and *Florida v. Riley*, the Court held that observations made from lawful public vantage points do not constitute a search.

The consistent legal position is:

- **There is no reasonable expectation of privacy in a vehicle's location, movement, or license plate while operating on public roads.**
- **How This Applies to ALPR Systems**
- ALPR technology does **not create new legal authority**. It simply makes lawful observations **more efficient and accurate**.

The courts have repeatedly affirmed that **technology assisting lawful observation does not change the legality of the observation**.

The Law is Clear

- There is no reasonable expectation of privacy in license plates or vehicle movement on public roads
- License plates are public identifiers required by law to be displayed
- What is visible from public view is not protected by the Fourth Amendment
- The courts have repeatedly affirmed that **technology assisting lawful observation does not change the legality of the observation.**

Why Our Department Uses ALPR

- Increase investigative efficiency
- Support proactive policing strategies
- Faster identification of dangerous suspects
- Quicker response times
- Improved victim support
- Enhanced situational awareness during critical incidents

Access Controls and Accountability

Only trained and authorized personnel have access – password & 2-factor authentication protected

Every search is logged and auditable

Use is restricted to legitimate law enforcement purposes only

Misuse is subject to discipline and investigation up to and including termination per department policy

Data Retention Policy

All data is automatically deleted after 30 days in the ALPR system (Flock & Axon)

Retention period aligns with best practices and privacy standards

If associated to a crime, data is stored in evidence

Prescott PD owns the data, it is not sold to third parties

Privacy Protections



SYSTEM IS DESIGNED WITH
PRIVACY IN MIND



NO PERSONAL IDENTIFYING
INFORMATION IS COLLECTED



WE ARE NOT TRACKING
LAWFUL ACTIVITY



USE IS GOVERNED BY POLICY
AND LAW

Our Department Policy

- Law Enforcement Use Only - Policy defines who can use the system and how it is used
- Department-approved training required
- Outlines approved use cases
- Establishes accountability measures – All usage is audited
- Ensures compliance with legal and ethical standards – access only by authorized personnel
- Comprehensive policy on the use and access of the ALPRs and data

Public Safety Impact

- Supports proactive policing
- Deters criminal activity
- Enhances community safety
- Assists in locating wanted subjects/suspects, missing persons, stolen vehicles, and hit and run vehicles

Transparency and Trust

- Clear policies and oversight
- Commitment to lawful and ethical use
- Respect for civil liberties

Department Statistics

Prescott Police Department

2024 – LPR data was credited by Officers in assisting cases resulting in 353 offenses charged (First full year of use)

2025 – LPR data was credited by Officers in assisting cases resulting in 874 offenses charged

Prescott Regional Communications Center:

2025 – LPR data searches were used in assisting Officers with 8898 searches relating to Calls for Service.*

- Calls for service assistance was used to include but not limited to: Attempt to locate, missing child/person, suicide threats, hit & runs, weapons offense, motor vehicle theft, suspected DUI drivers, felony flight. Not all calls for service were for Prescott PD; Regional Dispatch serves four Police Departments.

Success Stories

- Fentanyl drug dealer arrested (200 pills)
- Overdose victim's vehicle located with suspect transporting cocaine, suspect arrested
- Sexual Assault Suspect vehicle located and suspect arrested
- Stalking and Drug Suspect located, identified and arrested
- Dangerous Drugs and Prescription Fraud Suspect located and arrested by Detectives.
- Sexual Exploitation of Minor Wanted Suspect located and arrested
- Assault/Domestic Violence/Arson Suspect located and arrested
- Stolen Vehicle Recovery – Vehicle stolen from Phoenix area
- Felony theft and criminal damage suspect located and arrested
- Sexual Assault – Suspect in sexual assault in parking garage identified, case pending
- Stalking Suspect located and arrested
- Felony Construction Theft Ring identified and arrested, Multi-jurisdictional felony thefts
- Hit & Run/Shoplifting – more suspects have been identified and charged
- ALPRs are utilized as a standard investigative tool to resolve these types of cases

Frequently Asked Questions

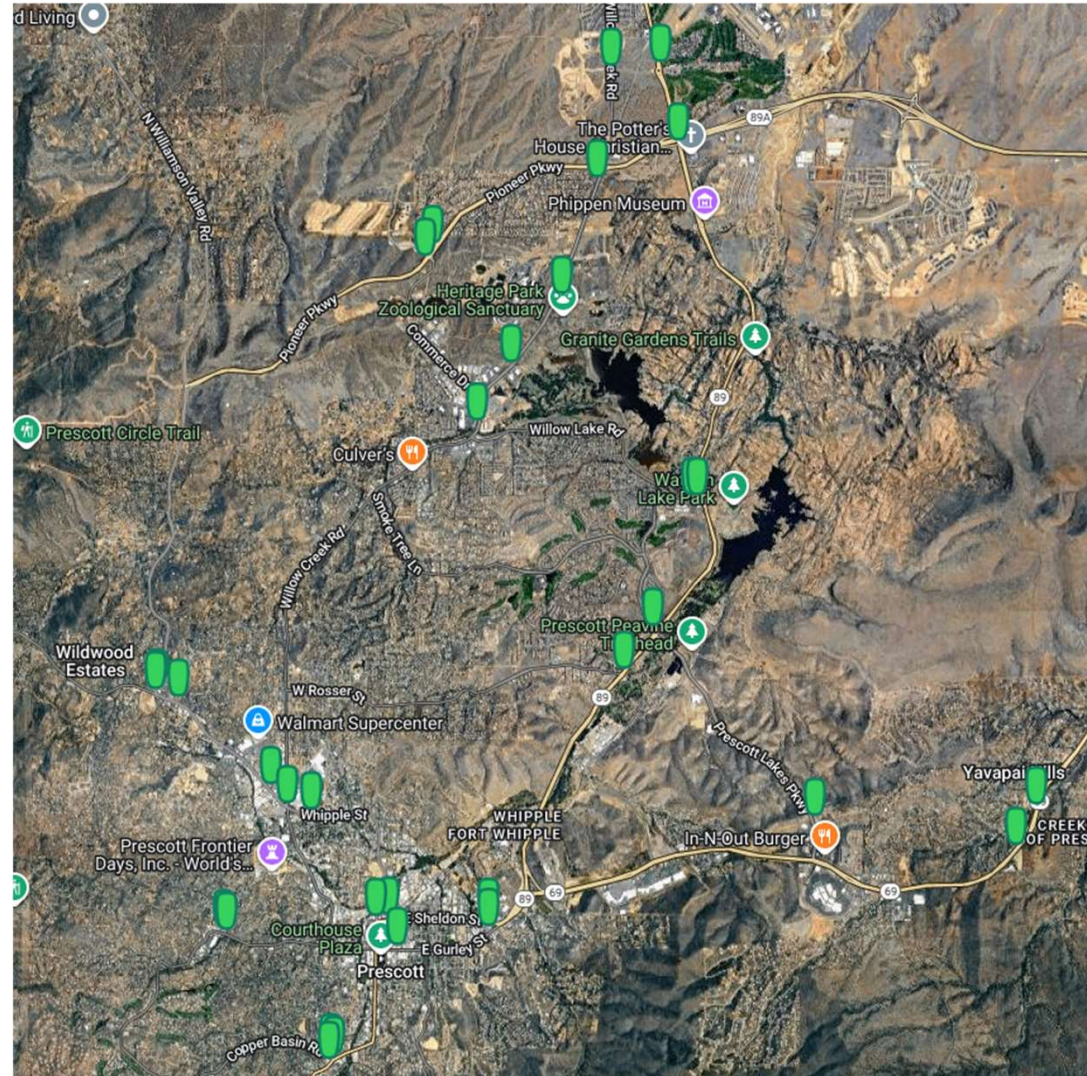
- Is ALPR a violation of the Constitution? - No
- Is this mass surveillance? – No
- Does it track people? – No
- Is data sold? – No
- Is it monitored? – Yes, with strict controls
- Does a third party own the data? - NO – Prescott PD does
- Error Rates & False Positives –
Operational Safeguards-every alert is verified by a trained employee before any enforcement action is taken. ALPR data supports investigations; it does not replace officer judgement or standard investigation practices.

ALPRs & Cameras

- 30 Fixed ALPRs –
 - Deployed on major thoroughfares; ingress/egress in the City.
- 2 Flex ALPRs
- 11 Cameras
 - Deployed at high traffic intersections

Annual Contract \$154,659 *

* Approximate Cost of an Officer per year; including wages, fringe, uniforms & equipment.



Questions and Discussion



We welcome your
questions



Your concerns matter
to us



Our goal is community
safety and trust



**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

Prescott City Contract No. 2023-151

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: AZ - Prescott PD
Address: 222 S Marina St
Prescott, Arizona 86303

Contact Name: Jason Small
Phone: (928) 777-1942

E-Mail:
jason.small@prescott-az.gov

Billing Contact:

Expected Payment Method:

(if different than above)

Initial Term: 12
Renewal Term: 12 Months

Pilot period: First 60 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period.

Billing Term: Annual payment due Net 30 per terms and conditions



Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	16.00	\$5,600.00

Hardware and Software Products

Annual recurring amounts over subscription term

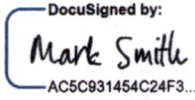
Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	16.00	\$40,000.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00

Subtotal Year 1: \$48,100.00**Subscription Term:** 12 Months**Annual Recurring Total:** \$42,500.00**Estimated Sales Tax:** \$3,548.75**Total Contract Amount:** \$48,100.00

flock safety

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc

By: 
Name: Mark Smith
Title: General Counsel
Date: 3/3/2023

Customer:

By: 
Name: Philip R. Goode
Title: Mayor
Date: 3-2-23



GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the Order Form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data ("**Footage**") and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) ("**Notifications**");

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("**Permitted Purpose**").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "**Agency Generated Data**" means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.2 "**Agency Hardware**" means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.3 . "**Aggregated Data**" means information that relates to a group or category of individuals, from which any potential individuals' personal identifying information has been permanently "anonymized" by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.4 "**Authorized End User(s)**" means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.5 "**Deployment Plan**" means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.6 "**Documentation**" means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

- 1.7 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.8 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.9 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.
- 1.10 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.11 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.12 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.13 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.14 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.
- 1.15 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.
- 1.16 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.19 below.
- 1.17 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.
- 1.18 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
- 1.19 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.
- 1.20 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.
- 1.21 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.
- 1.22 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.
- 1.23 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.
- 1.24 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.
- 1.25 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.
- 1.26 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.
- 1.27 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”).

Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third Party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-Party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-Party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.4 Usage Restrictions.

2.4.1 Flock IP. The Permitted Purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension.

2.6.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the

Services for anything other than the Permitted Purpose ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.6.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("**Agency Installation Obligations**"). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully

obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.7.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.10 Special Terms. From time to time, Flock may offer certain Special Terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.11 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect

flock safety

to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third Party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third Parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third Party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.4. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7)



days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Wing Suite Fees. For Wing Suite products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period.

5.1.2 Falcon Fees. For Falcon products during the Term (as defined in Section 6.1), Agency will pay Flock fifty percent (50%) of the Usage Fee, the Implementation Fee as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION



6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “Term”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “Renewal Term”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party’s making an assignment for the benefit of creditors, or (iii) upon the other Party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“No-Fee Term”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 10.1 and 10.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “Defect”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including

Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchase of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law: Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

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

10.12 Non-Boycott of Israel. Flock certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

10.13 Non-Discrimination. Flock, its sub-contractors and suppliers, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status. Flock, its sub-contractors and suppliers, will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

10.14 Non-Availability of Funds. Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City, pursuant to Section 6.2 of this Agreement, at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10.15 Bench Trial. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. To the extent applicable, Flock further agrees that this provision shall be contained in all sub-contracts and supplier contracts related to this Agreement.

flock safety

10.17 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage

flock safety

- Covert industrial design for minimizing visual pollution
- 3. Transparency & Ethical Product Design:
 - One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to "opt-out" of being captured
- 4. Integrated Audio & Gunshot Detection:
 - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
- 5. Partnerships:
 - Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- 6. Warranty & Service:
 - Lifetime maintenance and support included in subscription price
 - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety



February 2, 2022

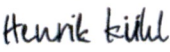
Flock Group, Inc., dba Flock Safety
Attn: Garrett Langley, CEO
1170 Howell Mill Road NW, Suite 210
Atlanta, Georgia 30318

Re: Unified search capabilities

Dear Garrett,

This letter is to confirm that, as of the date of this letter, Flock Group, Inc. ("Flock") and Axon Enterprise, Inc. ("Axon") maintain a strategic relationship that allows Flock to operate the only third-party unified search solution that searches automated license plate recognition information stored and managed across Axon's and Flock's systems.

Sincerely,

DocuSigned by:

819F4A56441C491...

Henrik Kühl
VP, Strategy and Corporate Development





FLOCK GROUP INC.
AMENDMENT ORDER FORM

This Amendment Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and AZ - Prescott PD identified below (“**Agency**”) (each of Flock and Agency, a “**Party**”). This Amendment Order Form (“**Order Form**”) hereby incorporates and includes the previously executed agreement, dated 3/3/23, relating to the provision of services by Flock to Agency (“**GOVERNMENT AGENCY CUSTOMER AGREEMENT**”) attached (the “**Terms**”), any schedules attached thereto, and incorporated herein by reference, which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations. In full consideration of the continued promises and warranties contained therein, this Amendment Order Form shall supersede, amend and replace any prior agreements between the Parties relating to the subject hereof. The Parties understand and agree that any prior orders or agreements between the Parties have been replaced and any outstanding services provided by Flock are now subject to this Agreement.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

The GOVERNMENT AGENCY CUSTOMER AGREEMENT is amended as follows: The Professional Services - Standard Implementation Fees are modified per the updated product table below.

Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$225.00	16.00	\$3,600.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Flock Safety Falcon ®	\$2,500.00	16.00	\$40,000.00
Flock Safety Advanced Search	\$2,500.00	1.00	\$2,500.00

Subtotal Year 1:	\$46,100.00
Annual Recurring Total:	\$42,500.00
Total Contract Amount:	\$46,100.00

Customer: AZ - Prescott PD	Contact: Jason Small
Address: 222 S Marina St, Prescott Arizona 86303	Phone: (928) 777-1942

	E-Mail: jason.small@prescott-az.gov
Expected Payment Method:	Billing Contact: Jason Small
Initial Term: 24 Months Renewal Term: 24 Months	Special Terms (If Applicable):

By executing this Order Form, AZ - Prescott PD represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

AZ - Prescott PD

By:

DocuSigned by:

Mark Smith

AC5C931454C24F3...

Name: Mark Smith

Title: General Counsel

Date: 9/5/2023

By:

DocuSigned by:

Jason Small

BE788A40BDA247B...

Name: Jason Small

Title:

Date: 9/5/2023



FLOCK GROUP INC.
AMENDMENT

This amendment (the “**Amendment**”) is made between Flock Group Inc. (“**Flock**”) and AZ - Prescott PD (“**Customer**”), collectively referred to as (the “**Parties**”).

- 1. Scope. This Amendment supersedes and amends the previously executed Order Form Amendment between the Parties, dated 9/5/2023 (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect.
- 2. Conflict. In the event of a conflict between this Amendment and the Agreement or any previous amendment, the terms of this Amendment will prevail.
- 3. Capitalization. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise.
- 4. Effective Date. This Amendment will become effective when executed by both Parties (the “**Effective Date**”).

The Agreement is amended as follows: Notwithstanding anything to the contrary in the Agreement, the Initial Term and the Renewal Term shall each be twelve (12) months.

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms contained herein.

FLOCK GROUP INC.

AZ - Prescott PD

By:

DocuSigned by:

Mark Smith

AC5C931454C24F3...

Name: Mark Smith
Title: General Counsel
Date: 10/5/2023

By:

DocuSigned by:

Jason Small

BE788A40BDA247B...

Name: Jason Small
Title: Lieutenant
Date: 10/5/2023

Original filename: CC - Minutes - City Council - 1_27_2026 (3).pdf

Original path: Flock City Docs - Records/CC - Minutes - City Council - 1_27_2026 (3).pdf

Document date: 2026-01-27

Document type: City Council Meeting Minutes

Duplicate status: unique

Original page count: 10

SHA256: b483519edf8b1c3958b9a1a2421508e7c09b680a551564efbeaad3031a8c5ebf

Summary:

Minutes of the Prescott City Council Study Session of January 27, 2026, in which Police Chief Amy Boney presented on the city's Automated License Plate Reader (ALPR) system and City Attorney Joseph Young reviewed the legal standards and Fourth Amendment considerations. The ALPR item was for discussion only with no formal action taken.

City of Prescott

City Council - Study Session



January 27, 2026 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Rusing called the meeting to order at 1:00 p.m.

2. ROLL CALL

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

3. DISCUSSION

- A. Presentation & Discussion Regarding Automated License Plate Readers in the City of Prescott.

Police Chief Amy Boney provided a presentation regarding the city's ALPR system and why it is an important investigative tool for policing. This system is used by agencies throughout the county, it captures images of license plates in public view.

What are ALPR Systems:

- * Designed for public safety
- * Read plate and basic vehicle attributes (color, type, decals)
- * Used nationwide by law enforcement
- * Focused on solving and preventing crimes
- * Multiple companies (Axon, Vigilant, Flock)

How Do They Work:

- * Cameras capture images of vehicles passing through fixed locations
- * System reads license plates and identifies vehicles attributes
- * Data is securely stored and searchable by law enforcement personnel only for those purposes only
- * Used in real-time investigative context

Can Do:

- * Identify vehicles associated with crimes
- * Assist in locating stolen vehicles
- * Support Amber, SAFE and Turquoise Alerts and missing persons cases

- * Provide leads in violent and property crime investigations
- * Notify agency when a wanted plate is encountered

Do Not Do:

- * Perform facial recognition
- * Identify or track individuals
- * Know ownership details
- * Monitor speed or reckless driving or criminal behaviors
- * Data free-for all; access is restricted, audited and governed by department policy and every search is logged and auditable
- * No facial recognition ever - does not have this capability, no biometric personal data is collected, no ability to identify drivers or passengers, cannot be modified to perform facial recognition, system is strictly vehicle based

City Attorney Joseph Young reviewed legal standards set by the Supreme Court and Case Law.

- * Core Legal Principle Expectation of Privacy
 - Under US Supreme Court precedent individuals have a reasonable expectation of privacy in certain places (such as their home) but not in what they knowingly expose in public
 - Vehicles traveling on public roadways fall squarely into the category of no reasonable expectation of privacy
 - US V. Knotts and US v. Karo related to monitoring movements in public spaces
 - Key Supreme Court Guidance: license plates are public identifiers required by law to be displayed, what is visible in public view is not protected by the Fourth Amendment, law enforcement may observe, record and use information that is lawfully visible from public spaces
 - There is no reasonable expectation of privacy in vehicle's location, movement or license plate while operating on public roads
 - ALPR technology does not create new legal authority; it simply makes lawful observations more efficient and accurate
 - The courts have repeatedly affirmed that technology assisting lawful observation does not change the legality of the observation
 - There is no reasonable expectation of privacy for license plates or vehicle movements

Why our Department Uses ALPR:

- * Increase investigative efficiency
- * Support proactive policing strategies
- * Faster identification of dangerous suspects
- * Quicker response times
- * Improved victim support
- * Enhanced situational awareness during critical incidents

Access Controls & Accountability:

- * Only trained and authorized personnel have access - password and two-factor authentication protection
- * Every search is logged and audited
- * Use is restricted to legitimate law enforcement purposes only

- * Misuse is subject to discipline and investigation up to and including termination, per department policy

Data Retention Policy:

- * All data automatically deleted after 30-days in the ALPR system for Flock and Axon
- * Retention period aligns with best practices and privacy standards
- * If associated with a crime, data is stored in evidence
- * Prescott PD owns the data, it is not sold to third parties

Department Policy:

- * Data is for law enforcement use only - policy defines who can use the system and how it is used
- * Department approved training required
- * Outlines approved use cases
- * Establishes accountability measures - all usage is audited
- * Ensure compliance with legal and ethical standards - access only by authorized personnel
- * Comprehensive policy on the use and access of the ALPRs and data

Public Safety Impact:

- * Supports proactive policing
- * Deters criminal activity
- * Enhances community safety
- * Assists in locating wanted subjects/suspects, missing persons, stolen vehicles and hit/run vehicles

Transparency & Trust:

- * Clear policies and oversight
- * Commitment to lawful and ethical use
- * Respect for civil liberties

Trevor Chandler Director of Public Affairs with Flock continued the discussion regarding endorsements for ALPR systems from MADD and other agencies in helping to solve crimes. He also reviewed accountability and transparency through the Transparency Portal:

- * Portal - is customizable for each agency, displays technology policies, and publishes usage metrics
- * Every search requires a registered ID with search reason and/or case number
- * Search reason and user ID are saved in a permanent audit trail
- * Flock encourages all agencies to have regular audits to ensure proper usage
- * Coming soon - proactive auditing to alert to potential misuse

Built with Privacy in Mind:

- * Data is owned by the customer/department and will never be sold
- * Private customers never have access to government data or "hotlists"
- * Flock automatically deletes data after 30-days by default
- * Flock has no access to personally identifiable information
- * Only your agency decides who to share with, not Flock
- * All data is stored with end-to-end encryption including - FBI, NDAA, SOC2

(Type II), SOC3, ISO 27001, Higher Education Community Vendor Assessment Tool (HECVAT) and FERPA

Chief Bonney continued with a discussion related to department statistics:

- * 2024 - LPR data was credited by officers in assisting cases resulting in 353 offenses charged
- * 2025 - LPR data was credited by officers in assisting cases resulting in 874 offenses charged
- * 2025 - LPR data searches were used by Prescott Regional Communications Center in assisting officers with 8,898 searches related to calls for service
- * Doubled clearance rate for hit and run
- * Fentanyl drug dealer arrested with 200 pills in possession
- * Overdose victim's vehicle located with suspect transporting cocaine
- * Sexual assault suspect vehicles located
- * Dangerous drugs and prescription fraud suspects located and arrested
- * Sexual exploitation of a minor wanted suspect located and arrested
- * Many more

Mayor Rusing commented that no public comment would be taken on this item, but the Council has received all the public's emails. She continued by reading the 1st and 4th amendments. She asked what the rationale was to discontinue Flock in Flagstaff and Sedona.

Mr. Chandler responded that overall conversations were around balancing privacy and public safety and much of the discussions in those cities centered around that. He can't speak to specifics about the jurisdictions, but he does believe those were reasons. The Norfolk case was decided today, and it was decided that LPRs are constitutional.

Councilman Gambogi thanked staff and Mr. Chandler for an excellent presentation. He reiterated that the cameras don't replace officer judgment or reasonable investigations.

Councilman Garing said that this is a public safety issue, and he is in favor of keeping the cameras.

Councilman Grady echoed the Council comments and thanked staff for addressing the questions that had been raised by members of the public.

Mayor Pro Tem Fruhwirth asked staff to address the costs.

Chief Bonney responded that it approximately equates to the salary of one officer, give or take and equates to a lot of time savings and efficiencies. It is a tool that is used in investigations, a similar concept to a photo lineup, so investigations still have to be conducted and confirmed.

Councilwoman Frederickson asked about legislation related to LPR and proposals for 90-day retention and whether the city would keep the 30-day retention or move to 90-day. She also asked about the pan-tilt zoom cameras.

Chief Bonney responded that the proposal will move to a committee next week with many adjustments, but the city would want to keep with the 30-day retention which they are able to do. The department has two movable or portable cameras that can be moved for investigative purposes, all others are at fixed intersections. The parking garage cameras are Vigilant and have been located for some time.

Administrative Coordinator Tommi Dow addressed the city-owned cameras in the parking garage which are city owned and used for investigation purposes.

Councilman Ruby thanked Chief Bonney and Mr. Chandler for the presentation. He recapped some of the concerns he has heard, including copying of data before it is deleted. He asked why the city is not sharing at a federal level.

Mr. Chandler responded that if cameras are having difficulty identifying something, engineers will look for circumstances when that happened and pull it without any identifying information to use for machine learning and improving accuracy.

Chief Bonney responded that the city is doing what makes sense for now as it relates to sharing, but that can be changed in the future if needs change.

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

B. Presentation & Discussion Regarding the Road to Centralization for the City's Wastewater Treatment.

Public Works Director Gwen Rowitsch provided a presentation to the Council regarding the city's road to centralization related to wastewater treatment. There are currently two treatment plants in the city and the plan is to consolidate into one. This process was approved by Resolution No. 4284-1493 in April 2015 and is a Council driven initiative involving multiple projects designed to consolidate wastewater treatment into a single, large treatment plant at the Airport Water Recelamation Facility (AWRF).

Utilities Manager Steve Olfers reviewed the two existing wastewater treatment facilities.

Sundog Wastewater Treatment Plant:

- * Constructed in 1955 in what was an industrial area north of town
- * Upgraded in 1989, 1999 and 2013
- * Treatment capacity is 3 mgd

Airport Water Reclamation Facility:

- * Constructed in 1978
- * Expanded in 2014
- * Treatment capacity is 4.75 mgd
- * Produces A+ Effluent

Wastewater Infrastructure:

- * 2013 - Carollo Engineering produced Water & Wastewater Models

- * 2015 - Water Works Engineering/Lyon Engineering produced the Roadmap to Centralization; Airport Water Reclamation Facility Expansion Phase I
- * 2018 - Carollo Engineering produced Water & Wastewater Models
- * 2023 - Carollo Engineering produced the final Water & Wastewater Models

Centralization Timeline:

- * Roadmap to Centralization January 2015
- * Council Study Session February 24, 2015
- * Council Adopted Resolution No. 4284-1493 April 28, 2015
- * Study Session & Centralization Update February 28, 2017
- * Study Session Centralization Update November 14, 2017
- * Ordinance No. 5060-1600 for WIFA Loan Adopted Jan. 9, 2018
- * Executive Session Discussion Sept. 10, 2019
- * Council Approval for Alternate Route Aug. 25, 2020
- * Consent Order Issued by ADEQ 2023

Capital Program Manager Tim Sherwood continued with an overview of the various projects associated with the Centralization Roadmap Plan and completed projects:

- * Airport Trunk Main Phase I
- * Sundog Trunk Main Phase A
- * Sundog Lift Station
- * Airport Trunk Main Phase 2A
- * Sundog Trunk Main Phase C1
- * Airport Trunk Main Phase 2B
- * Sundog Trunk Main Phase C2
- * Total Costs - \$26,494,456

Projects to Complete:

- * Sundog Phase C3
- * Airport Solids Handling Facility
- * SR89 Effluent and Wastewater Pipelines
- * Airport Expansion Phase II
- * Sundog Equalization Basin & Plant Decommissioning
- * Effluent Tank at Watson Lake Park
- * Lillian Lane Receiving Station Upgrade
- * Total Estimated Costs at Full Completion - \$143.5 million (future projects are included in the five and ten year CIPs)

Councilwoman Fruhwirth asked about the increase water rates and asked how are impacted by these projects.

Ms. Rowitsch responded that most of these projects are associated with growth and have help from Development Impact Fees, but also on existing rates.

Mr. Oflers continued that once all of these projects are completed there will be one wastewater treatment facility.

Mayor Rusing commented on how important collection is for health and human safety. She thanked staff for addressing these issues. It is important to

understand what is needed.

Councilman Garing asked if this project is subject to Prop401, he would like a complete analysis.

City Attorney Joseph Young responded that it is a nuanced question, mostly because there are many exceptions to Prop401 and various parts of broader projects may or may not apply. The Proposition requires that large dollar projects go through a voter approval process, this amount increases with CPI each year. Replacement and repair of sewer and water lines, treatment centers and court-ordered/required projects are all exempt. SR89 has to be replaced, which qualifies as an exemption, but there are related costs that are not part of the Prop401 analysis. That determination comes from Council. Staff believes the city is in compliance, but ultimately, Council has to make decisions about how these exemptions apply. This has been done before and will need to continue to be done.

Councilman Grady commented on the exceptional work done at the treatment plant. Council took a tour recently, and he was very impressed.

Mayor Pro Tem Fruhwirth thanked staff for the detailed presentation. She is supportive of what staff is doing.

Councilwoman Frederickson asked about the consent order related to the sewer outflow in 2023, and for confirmation that that is one of the aspects that allows the city to not have Prop401 be applicable and how that leak relates to centralization.

Mr. Young responded that the finding was that the city doesn't have sufficient capacity and centralization addresses that.

Ms. Rowitsch confirmed and added that the city doesn't have capacity for surges when stormwater enters the system.

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

- C. Presentation & Discussion Regarding Watson Woods Riparian Preserve In-Lieu Fee (ILF) Program & Conservation Easement.

Water Resource & Environmental Service Manager Brian Ruiz provided a presentation to the Council regarding the Watson Woods Riparian Preserve ILF and introduced Michael Bryd with Prescott Creeks to contribute to the update.

Overview & Background:

- * Pre 1940 - native land and Granite Creek
- * 1940 - railroad constructed
- * 1950s - midcentrui landfill dumping
- * 1970s - quarry and gravel mining
- * 1990s - Watson Woods Riparian Preserve established by Prescott Creeks

Completed Work:

- * Utilities and Infrastructure Assessment
- * Trails and Recreational Assessment
- * Hydrologic Evaluation
- * Environmental Site Assessment

Mr. Byrd continued with an overview of the ILF Program:

- * Prescott Creeks is a non-profit organization - established in 1990 with a mission to achieve healthy watersheds and clean waters in Central Arizona for benefit of the community
- * Granite Creek Trail (now the Greenway)
- * Granite Creek Cleanup (since 2007)
- * Watson Woods Riparian Preserve

Ecological Restoration in the Preserve:

- * Goals - enhance and restore creek function and riparian habitat, create additional riparian habitat, educate and involve community members
- * Project Details - five-year project (2009-2013), \$1.5 million in funding, AZ Water Protection Fund Grant, AZ Department of Environmental Quality Grants and City of Prescott in-kind services/cash

ILF Mitigation Programs:

- * Preserve is part of a project that provides mitigation credits to permittees that cause unavoidable impacts to jurisdictional waters under Section 404 of the Clean Water Act
- * As part of the project, the US Army Corps of Engineers (USACE) has directed Prescott Creeks to develop plans for the Preserve site
- * Establishment of a site protection instrument, in the form of a conservation easement is a required element
- * Only five programs in Arizona - Prescott Creeks Preservation Association, Arizona Game & Fish Department, Pima County Regional Flood Control, Tucson Audobon Society and La Paz County Endangered Species Fund
- * Administered by USACE and EPA

ILF Program Status (40 CFR Section 332-4(c)):

- * Required Plan Components
 - Objectives
 - Site Selection Factors
 - Site Protection Instrument
 - Baseline Information
 - Credit Determination
 - Work Plan
 - Maintenance Plan
 - Performance Standards
 - Monitoring Requirements
 - Long-Term Management Plan
 - Adaptive Management Plan
 - Financial Assurances
 - Default & Closure

Key Components:

- * Joint Management Plan - provide written framework of future management of the Preserve, identify responsibilities for Prescott Creeks, identify responsibilities for the city, identify joint responsibilities, inventory all known infrastructure and utilities within the Preserve and address fire management, describes the function and goals of the Preserve, describes the conservation easement/lease areas, establishes a protocol for city for routine and emergency access, fire management plan, and clearly identifies responsibilities for all known structures/utilities/trails/roads within the Preserve

- Current Status: maps 95%, responsibility list 95%, fire management plan 99% and full document 75%

- * Lease & Conservation Easement - compensatory mitigation must be permanent; the conservation easement ensures permanent protection (40 CFR Section 332.7 (a)), reduces flexibility for the city to develop or expand facilities and modify land uses; the updated lease covers all areas in the Preserve not covered by the conservation easement (34 acres)

- Conservation Easement must be in perpetuity, must supersede any other encumbrance on the property and multiple encumbrances on a property make it complicated

- * APS Coordination - APS is constructing new 69KV power lines to replace existing 12KV power lines; goal of establishing new power line alignment around the perimeter of the Preserve; work with APS to create maintenance road and trail that will function as alternative access for bikes and horses; remove existing poles to below grade

Next Steps:

- * Finalize APS coordination

- * Bring lease, joint management plan and conservation easement for Council Vote

- * ILF development and mitigation plan - approval of draft plan by USACE/IRT

- * Update Phase I Environmental Assessment

- * Execution of finalized lease and conservation easement by the city

- * Final development and mitigation plan

- * Enabling instrument modification

- * Begin implementation of Work Plan within Watson Woods Riparian Preserve (2027)

Mayor Rusing said this project has been in the works for several years and thanked APS for their coordination.

City Attorney Joseph Young discussed the \$1/year lease, which is part of consideration going through this. The city needs to look at what it gives up and what it gets in return so that will be part of the lease negotiations.

Mayor Pro Tem Fruhwirth commented that she looked at the Prescott Creeks Board and wanted to ensure that there is a guarantee that there is depth there because the Conservation Easement is forever. She added that it will be important to understand the group's financials as well, and stated that she is concerned perhaps there should be separate parcel numbers for this and may want to have staff look into that.

Councilwoman Frederickson asked if there was anything in the lease which would put guardrails around what the city needs to do for infrastructure so it isn't in conflict with what Prescott Creeks is doing.

Mr. Byrd responded that this is where the joint management plan comes into play. There will be components that speak to those types of situations. The plan will be updated every five years to ensure that it is current as well.

Councilman Ruby commented that he appreciates the coordination going into this project.

Councilman Grady echoed Mayor Pro Tem Fruhwirth's comments in ensuring that the city has information from Prescott Creeks so they can understand what the ILF looks like in dollars flowing into projects and operating costs.

Mr. Bryd added that all fees are restrictive for the development plan and administrative costs associated. They report annually to the US Army Corps of Engineers as well.

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

4. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 3:19 p.m.

Cathey Rusing

CATHEY RUSING, Mayor

ATTEST:

Sarah M. Thornhill

SARAH M. THORNHILL, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on January 27, 2026. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill

Sarah M. Thornhill, City Clerk



Original filename: CC - Resolutions - 2026-1985 - 6_23_2026.pdf

Original path: Flock City Docs - Records/CC - Resolutions - 2026-1985 - 6_23_2026.pdf

Document date: 2026-06-09

Document type: City Council Resolution

Duplicate status: unique

Original page count: 34

SHA256: e867fe5239ac2b53a6e21c162972785497781792105f48d699ad5da6546ba635

Summary:

Resolution No. 2026-1985 of the Mayor and Council of the City of Prescott adopting the final budget and expenditure limitation for Fiscal Year 2027, approving the Approved Expenditure List, and updating the authorized position roster. Passed by a 7-0 vote on June 23, 2026.

RESOLUTION NO. 2026-1985

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DETERMINING AND ADOPTING FINAL ESTIMATES OF PROPOSED EXPENDITURES FOR FISCAL YEAR 2027, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, APPROVING THE AUTHORIZED EXPENDITURE LIST FOR FISCAL YEAR 2027, AND APPROVING AND UPDATING THE AUTHORIZED POSITION ROSTER FOR THE CITY OF PRESCOTT.

RECITALS:

WHEREAS, in accordance with the Provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the City Council did, on June 9, 2026, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Prescott; and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Council met on June 23, 2026, at which meetings any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses, establishing the expenditure limitation, or tax levy; and

WHEREAS, the City Council approved the Approved Expenditure List (AEL) as provided by the Prescott City Code 1-27-3 and included in the accompanying exhibit; and

WHEREAS, the City Authorized Position Roster is included in the accompanying exhibit and the Council wishes to update its authorized position roster and approve the authorized position roster as provided by the Prescott City Charter; and

WHEREAS, publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 14, 2026, in Prescott City Council Chambers at 201 North Montezuma Street, Prescott, Arizona, for the purpose of making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S §42-17051(A).

ENACTMENTS:

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

SECTION 1. THAT, the said estimates of revenue and expenditures shown on

the accompanying exhibit A as now increased, reduced or changed are hereby adopted as the budget of the City of Prescott for the Fiscal Year 2027.

SECTION 2. THAT, all sums contained in said estimated expenditures shall be considered as specific appropriation and authority for the expenditure thereof, as provided for and in said budget, the laws of the United States, the State of Arizona, and the Charter and Code of the City of Prescott.

SECTION 3. THAT, the expenditure limitation for the City of Prescott for Fiscal Year 2026 be established at \$311,496,498.

SECTION 4. THAT, the Approved Expenditure List (AEL) included in the accompanying exhibit B is approved as outlined in Prescott City Code 1-27-3.

SECTION 5. THAT, the Approved Position Roster shown in the attached accompanying exhibit C be adopted and approved by the City of Prescott and in accordance with Article IV of the Prescott City Charter.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 23rd day of June, 2026.

Cathey Rusing

CATHEY RUSING, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah M. Thornhill

SARAH M. THORNHILL, City Clerk

Joseph D. Young

JOSEPH YOUNG, City Attorney

Sarah M. Thornhill

**Official Budget Forms
City of Prescott, Arizona
Fiscal year 2027**

City of Prescott, Arizona

Table of Contents

Fiscal year 2027

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

**Resolution 2026-1985
Exhibit A**

**Final Adoption
June 23, 2026**

**City of Prescott, Arizona
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2027**

Fiscal year	S c h	Funds							
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2026 Adopted/adjusted budgeted expenditures/expenses*	E 1	103,847,322	53,878,217	0	431,000	0	134,855,937	10,733,686	303,746,162
2026 Actual expenditures/expenses**	E 2	72,116,611	35,113,203	0	109,250	0	96,267,887	10,492,663	214,099,614
2027 Beginning fund balance/(deficit) or net position/(deficit) at July 1***	3	78,543,443	47,182,232	0	9,990,085	0	44,391,034	2,733,576	182,840,370
2027 Primary property tax levy	B 4	2,492,987							2,492,987
2027 Secondary property tax levy	B 5								0
2027 Estimated revenues other than property taxes	C 6	81,365,058	44,366,355	0	3,076,000	0	95,980,730	10,571,674	235,359,817
2027 Other financing sources	D 7	0	0	0	1,000,000	0	31,557,500	0	32,557,500
2027 Other financing (uses)	D 8	0	0	0	0	0	0	0	0
2027 Interfund transfers in	D 9	2,321,500	584,145	0	0	0	3,796,491	1,500,000	8,202,136
2027 Interfund Transfers (out)	D 10	5,770,636	205,000	0	2,226,500	0	-	0	8,202,136
2027 Line 11: Reduction for fund balance reserved for future budget year expenditures									
Maintained for long-term obligations		3,500,000					1,446,092		4,946,092
Maintained for capital projects or specific programs	11	11,714,793	27,072,551		10,137,085		33,348,363	2,444,841	84,717,633
Maintained for future financial stability		12,775,909	3,197,898				5,615,000		21,588,807
Maintained for internal loans		5,998,170							5,998,170
Maintained for future projects		24,503,474							24,503,474
2027 Total financial resources available	12	100,460,006	61,657,283	0	1,702,500	0	135,316,300	12,360,409	311,496,498
2027 Budgeted expenditures/expenses	E 13	100,460,006	61,657,283	0	1,702,500	0	135,316,300	12,360,409	311,496,498

Expenditure limitation comparison

1 Budgeted expenditures/expenses
2 Add/subtract: estimated net reconciling items
3 Budgeted expenditures/expenses adjusted for reconciling items
4 Less: estimated exclusions
5 Amount subject to the expenditure limitation
6 EEC expenditure limitation or voter-approved alternative expenditure limitation

2026	2027
\$ 303,746,162	\$ 311,496,498
303,746,162	311,496,498
\$ 303,746,162	\$ 311,496,498
\$ 303,746,162	\$ 311,496,498

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Prescott, Arizona
Tax levy and tax rate information
Fiscal year 2027

	<u>2026</u>	<u>2027</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>2,397,526</u>	\$ <u>2,492,987</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>2,304,514</u>	\$ <u>2,492,987</u>
Property tax judgment	_____	_____
B. Secondary property taxes	_____	_____
Property tax judgment	_____	_____
C. Total property tax levy amounts	\$ <u>2,304,514</u>	\$ <u>2,492,987</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>2,274,868</u>	
(2) Prior years' levies	<u>18,680</u>	
(3) Total primary property taxes	\$ <u>2,293,548</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	<u>25</u>	
(3) Total secondary property taxes	\$ <u>25</u>	
C. Total property taxes collected	\$ <u>2,293,573</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.2329</u>	<u>0.2374</u>
Property tax judgment	_____	_____
(2) Secondary property tax rate	_____	_____
Property tax judgment	_____	_____
(3) Total city/town tax rate	<u>0.2329</u>	<u>0.2374</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was not operating any special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Prescott, Arizona
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
General Fund			
Local Taxes			
Privilege and Use Tax	\$ 23,500,000	\$ 24,000,000	\$ 23,500,000
Privilege and Use Tax - Public Safety **	22,300,000	22,800,000	22,300,000
Franchise Taxes	1,995,000	1,915,000	1,960,000
Intergovernmental			
State	16,864,231	16,900,000	17,599,139
County	4,448,257	4,764,455	4,726,930
Licenses and Permits	158,100	160,149	158,100
Charges for Services			
Charges for Services	3,154,500	4,839,103	5,274,080
Local Jurisdictions	3,295,901	3,545,446	3,744,029
Fines and Forfeits	290,800	355,350	328,750
Interest Earned	351,000	1,501,000	1,701,000
Miscellaneous	76,030	2,335,230	73,030
Total General Fund	\$ 76,433,819	\$ 83,115,733	\$ 81,365,058
Special Revenue Funds			
Streets Fund			
Streets Privilege and Use Tax	\$ 23,500,000	\$ 24,000,000	\$ 23,500,000
Intergovernmental - State (HURF)	5,063,868	5,063,868	4,919,684
Intergovernmental - County	600,000	890,000	890,000
Charges for Services	345,000	486,000	345,000
Licenses and Permits	70,000	120,000	100,000
Miscellaneous	50,000	316,001	50,000
	\$ 29,628,868	\$ 30,875,869	\$ 29,804,684
Transient Occupancy Tax			
Transient Occupancy Tax	\$ 1,500,000	\$ 1,580,000	\$ 1,500,000
Total Transient Occupancy Tax Fund	\$ 1,500,000	\$ 1,580,000	\$ 1,500,000
Grant Funds			
Intergovernmental - Grants	\$ 10,082,014	\$ 17,201,378	\$ 11,668,538
Charges for Services	64,000	24,900	63,000
Fines and Forfeitures	55,000	18,167	55,000
Miscellaneous Grants	478,828	330,500	600,828
Total Grant Funds	\$ 10,679,842	\$ 17,574,945	\$ 12,387,366
Acker Trust			
Interest Earned	\$ 14,500	\$ 14,500	\$ 14,500
Total Acker Trust	\$ 14,500	\$ 14,500	\$ 14,500
Miscellaneous Trust Funds			
Gifts and Donations	\$ 164,800	\$ 158,171	\$ 659,805
Total Miscellaneous Trust Funds	\$ 164,800	\$ 158,171	\$ 659,805
Total Special Revenue Funds	\$ 41,988,010	\$ 50,203,485	\$ 44,366,355

City of Prescott, Arizona
Revenues other than property taxes
Fiscal Year 2027

Source of revenues	Estimated revenues 2026	Actual revenues* 2026	Estimated revenues 2027
Capital Projects Funds			
Impact Fees			
Charges for Services	\$ 1,500,000	\$ 2,920,000	\$ 2,920,000
Interest Earned	33,500	212,000	156,000
Total Impact Fee Funds	\$ 1,533,500	\$ 3,132,000	\$ 3,076,000
Total Capital Projects Funds	\$ 1,533,500	\$ 3,132,000	\$ 3,076,000
Enterprise Funds			
Water			
Charges for Services	\$ 24,119,000	\$ 24,204,000	\$ 26,184,000
Intergovernmental - Grants	3,101,348	11,505	0
Impact Fees	2,025,000	3,400,000	3,400,000
Fines and Forfeitures	5,000	5,000	5,000
Interest Earned	200,000	850,000	600,000
Miscellaneous	9,000	1,597,630	31,000
Total Water Fund	\$ 29,459,348	\$ 30,068,135	\$ 30,220,000
Wastewater			
Charges for Services	\$ 21,355,000	\$ 21,562,000	\$ 24,180,000
Impact Fees	1,500,000	1,500,000	1,500,000
Interest Earned	100,000	400,000	250,000
Miscellaneous		3,000	
Total Wastewater Fund	\$ 22,955,000	\$ 23,465,000	\$ 25,930,000
Solid Waste			
Charges for Services	\$ 14,906,000	\$ 14,218,000	\$ 15,442,100
Intergovernmental	2,520	2,520	2,520
Licenses and Permits	500	600	500
Miscellaneous	1,350	5,974	1,350
Total Solid Waste Fund	\$ 14,910,370	\$ 14,227,094	\$ 15,446,470
Golf Course			
Charges for Services	\$ 4,631,043	\$ 4,714,660	\$ 4,872,961
Miscellaneous	10,000	0	10,000
Total Golf Course Fund	\$ 4,641,043	\$ 4,714,660	\$ 4,882,961
Airport			
Airport Privilege and Use Tax	\$ 10,000	\$ 10,000	\$ 10,000
Intergovernmental - Grants	22,798,918	10,185,899	16,380,195
Charges for Services	2,975,931	2,785,692	3,077,604
Licenses and Permits	1,200	1,600	1,500
Miscellaneous	28,137	28,137	32,000
Total Airport Fund	\$ 25,814,186	\$ 13,011,328	\$ 19,501,299
Total Enterprise Funds	\$ 97,779,947	\$ 85,486,217	\$ 95,980,730
Internal Service Funds			
Fleet Maintenance	\$ 3,170,000	\$ 3,201,474	\$ 3,370,791
Risk Management	1,499,376	1,759,878	1,700,000
Engineering	2,500,000	2,300,000	2,400,000
Facilities Maintenance	2,547,767	2,505,752	3,100,883
Total Internal Service Funds	\$ 9,717,143	\$ 9,767,104	\$ 10,571,674
Total All Funds	\$ 227,452,419	\$ 231,704,539	\$ 235,359,817

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Prescott, Arizona
Other financing sources/(uses) and interfund transfers
Fiscal year 2027

Fund	Other financing 2027		Interfund transfers 2027	
	Sources	(Uses)	In	(Out)
General Fund				
General Fund	\$	\$	\$ 2,321,500	\$ 5,770,636
Total General Fund	\$ 0	\$ 0	\$ 2,321,500	\$ 5,770,636
Special Revenue Funds				
Streets Fund	\$	\$	\$	\$ 70,000
Transient Occupancy Tax				135,000
Grants Fund			584,145	
Total Special Revenue Funds	\$ 0	\$ 0	\$ 584,145	\$ 205,000
Capital Project Funds				
Development Impact Fee-Police	\$	\$	\$	\$ 1,115,000
Development Impact Fee-Fire				1,111,500
Development Impact Fee-Streets	1,000,000			
Total Capital Project Funds	\$ 1,000,000	\$ 0	\$ 0	\$ 2,226,500
Enterprise Funds				
Water Fund	\$ 2,550,000	\$	\$	\$
Wastewater Fund	27,862,500			
Solid Waste Fund	1,145,000		68,426	
Golf Course Fund			119,697	
Airport Fund			3,608,368	
Total Enterprise Funds	\$ 31,557,500	\$ 0	\$ 3,796,491	\$ 0
Internal Service Funds				
Facilities Maintenance	\$ 0	\$ 0	\$ 1,500,000	\$
Total Internal Service Funds	\$ 0	\$ 0	\$ 1,500,000	\$ 0
Total All Funds	\$ 32,557,500	\$ 0	\$ 8,202,136	\$ 8,202,136

City of Prescott, Arizona
Expenditures/expenses by fund
Fiscal year 2027

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
General Fund				
City Council	\$ 108,646	\$	\$ 100,836	\$ 146,847
City Clerk	192,487	40,000	203,031	261,165
City Court	866,871	200,000	1,058,696	3,050,156
City Manager	448,297	30,000	461,494	461,723
Legal	457,196	160,000	561,659	597,566
Budget & Finance	599,435		563,464	684,126
Economic Development	528,578		396,702	541,628
Community Development	3,027,167		2,733,406	3,305,955
Recreation Services	11,721,789	1,180,000	12,732,209	9,762,899
Library	3,274,034		3,192,002	3,674,454
Police Department	31,547,669		22,879,029	36,683,493
Fire Department	42,489,425		22,975,260	32,549,270
Regional Communications	2,798,786		2,564,460	3,236,771
Non-Departmental	5,786,942	(1,610,000)	1,694,363	5,503,953
Total General Fund	\$ 103,847,322	\$ 0	\$ 72,116,611	\$ 100,460,006
Special Revenue Funds				
Streets				
Public Works	\$ 40,328,915	\$	\$ 28,848,279	\$ 42,409,448
Community Development	189,033		189,033	199,677
Recreation Services	376,126		376,115	377,098
Total Streets Fund	\$ 40,894,074	\$ 0	\$ 29,413,427	\$ 42,986,223
Transient Occupancy Tax				
Economic Development	\$ 1,539,566	\$ 0	\$ 1,414,797	\$ 1,494,599
Recreation Services	50,000		50,000	40,000
Total Transient Occupancy Tax	\$ 1,589,566	\$ 0	\$ 1,464,797	\$ 1,534,599
Grants				
City Court	\$ 64,200		\$ 10,000	\$ 75,425
Community Development	657,098		558,405	627,064
Recreation Services	1,311,020	1,200,000	1,777,596	4,818,000
Police Department	1,610,190		1,044,552	1,664,969
Fire Department	1,769,658		270,000	2,680,310
Public Works	1,061,500		315,000	1,314,886
Non-Departmental	5,075,000	(1,725,350)	0	5,075,000
Total Grants Fund	\$ 11,548,666	\$ (525,350)	\$ 3,975,553	\$ 16,255,654
Acker Trust				
Recreation Services	\$ 14,500	350	\$ 14,850	\$ 14,500
Total Acker Trust	\$ 14,500	\$ 350	\$ 14,850	\$ 14,500
Miscellaneous Trust Funds				
City Manager	\$ 8,539	\$	\$ 5,000	\$ 8,539
Recreation Services	18,625	25,000	39,051	555,483
Library	136,008		32,286	136,791
Police Department	151,342		151,342	151,342
Fire Department	13,688		13,688	13,688
Golf Course	464		464	464
Airport	2,745		2,745	0
Total Misc. Trust Funds	\$ 331,411	\$ 25,000	\$ 244,576	\$ 866,307
Total Special Revenue Funds	\$ 54,378,217	\$ (500,000)	\$ 35,113,203	\$ 61,657,283

City of Prescott, Arizona
Expenditures/expenses by fund
Fiscal year 2027

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Capital Projects Funds				
Impact Fees				
Public Works	\$ 271,000	\$	\$ 46,250	\$ 1,452,500
Library	160,000		63,000	250,000
Total Impact Fee Funds	\$ 431,000	\$ 0	\$ 109,250	\$ 1,702,500
Total Capital Projects Funds	\$ 431,000	\$ 0	\$ 109,250	\$ 1,702,500
Enterprise funds				
Water Fund				
Budget & Finance	\$ 390,091	\$	\$ 389,057	\$ 418,573
Community Development	126,190		126,190	141,747
Public Works	45,680,607		32,329,205	38,856,745
Total Water Fund	\$ 46,196,888	\$ 0	\$ 32,844,452	\$ 39,417,065
Wastewater Fund				
Public Works	\$ 36,767,533	\$	\$ 27,244,815	\$ 49,579,265
Community Development	123,877		123,877	139,812
Total Wastewater Fund	\$ 36,891,410	\$ 0	\$ 27,368,692	\$ 49,719,077
Solid Waste Fund				
Public Works	\$ 17,798,973	\$	\$ 17,305,741	\$ 18,067,833
Total Solid Waste Fund	\$ 17,798,973	\$ 0	\$ 17,305,741	\$ 18,067,833
Golf Course Fund				
Recreation Services	\$ 5,106,421	\$	\$ 4,625,219	\$ 5,002,658
Total Golf Course Fund	\$ 5,106,421	\$ 0	\$ 4,625,219	\$ 5,002,658
Airport Fund				
Fire Department	\$ 621,276	\$	\$ 355,056	\$ 314,045
Airport	28,240,969		13,768,727	22,795,622
Total Airport Fund	\$ 28,862,245	\$ 0	\$ 14,123,783	\$ 23,109,667
Total Enterprise Funds	\$ 134,855,937	\$ 0	\$ 96,267,887	\$ 135,316,300
Internal Service Funds				
Fleet Maintenance				
Public Works	\$ 3,343,340	\$ 20,000	\$ 3,346,618	\$ 3,403,323
Risk Management				
Legal	\$ 1,612,558	\$ 400,000	\$ 1,942,913	\$ 2,074,422
Engineering				
Public Works	\$ 2,525,904	\$	\$ 2,381,301	\$ 2,565,351
Facilities Maintenance				
Recreation Services	\$ 2,751,884	\$ 80,000	\$ 2,821,831	\$ 4,317,313
Total Internal Service Funds	\$ 10,233,686	\$ 500,000	\$ 10,492,663	\$ 12,360,409
Total All Funds	\$ 303,746,162	\$ 0	\$ 214,099,614	\$ 311,496,498

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Prescott, Arizona
Expenditures/expenses by department
Fiscal year 2027

Department/Fund	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
	2026	2026	2026	2027
Airport				
Airport Fund	\$ 28,240,969	\$	\$ 13,768,727	\$ 22,795,622
Miscellaneous Trust Funds	2,745		2,745	0
Airport Total	\$ 28,243,714	\$ 0	\$ 13,771,472	\$ 22,795,622
Budget & Finance				
General Fund	\$ 599,435	\$	\$ 563,464	\$ 684,126
Water Fund	390,091		389,057	418,573
Budget & Finance Total	\$ 989,526	\$ 0	\$ 952,521	\$ 1,102,699
City Clerk				
General Fund	\$ 192,487	\$ 40,000	\$ 203,031	\$ 261,165
City Clerk Total	\$ 192,487	\$ 40,000	\$ 203,031	\$ 261,165
City Council				
General Fund	\$ 108,646	\$	\$ 100,836	\$ 146,847
City Council Total	\$ 108,646	\$ 0	\$ 100,836	\$ 146,847
City Court				
General Fund	\$ 866,871	\$ 200,000	\$ 1,058,696	\$ 3,050,156
Grants Fund	64,200		10,000	75,425
City Court Total	\$ 931,071	\$ 200,000	\$ 1,068,696	\$ 3,125,581
City Manager				
General Fund	\$ 448,297	\$ 30,000	\$ 461,494	\$ 461,723
Miscellaneous Trust Funds	8,539		5,000	8,539
City Manager Total	\$ 456,836	\$ 30,000	\$ 466,494	\$ 470,262
Community Development				
General Fund	\$ 3,027,167	\$	\$ 2,733,406	\$ 3,305,955
Streets Fund	189,033		189,033	199,677
Grant Funds	657,098		558,405	627,064
Water	126,190		126,190	141,747
Wastewater	123,877		123,877	139,812
Comm Development Total	\$ 4,123,365	\$ 0	\$ 3,730,911	\$ 4,414,255
Economic Development				
General Fund	\$ 528,578	\$	\$ 396,702	\$ 541,628
Transient Occupancy Tax	1,539,566		1,414,797	1,494,599
Economic Dev Total	\$ 2,068,144	\$ 0	\$ 1,811,499	\$ 2,036,227
Fire Department				
General Fund	\$ 42,489,425	\$	\$ 22,975,260	\$ 32,549,270
Grant Funds	1,769,658		270,000	2,680,310
Miscellaneous Trust Funds	13,688		13,688	13,688
Airport Fund	621,276		355,056	314,045
Fire Department Total	\$ 44,894,047	\$ 0	\$ 23,614,004	\$ 35,557,313
Legal				
General Fund	\$ 457,196	\$ 160,000	\$ 561,659	\$ 597,566
Risk Management Fund	1,612,558	400,000	1,942,913	2,074,422
Legal Department Total	\$ 2,069,754	\$ 560,000	\$ 2,504,572	\$ 2,671,988

City of Prescott, Arizona
Expenditures/expenses by department
Fiscal year 2027

Department/Fund	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
	2026	2026	2026	2027
Library				
General Fund	\$ 3,274,034	\$	\$ 3,192,002	\$ 3,674,454
Miscellaneous Trust Funds	136,008		32,286	136,791
Impact Fee	160,000		63,000	250,000
Library Total	\$ 3,570,042	\$ 0	\$ 3,287,288	\$ 4,061,245
Police Department				
General Fund	\$ 31,547,669	\$	\$ 22,879,029	\$ 36,683,493
Grant Funds	1,610,190		1,044,552	1,664,969
Miscellaneous Trust Funds	151,342		151,342	151,342
Police Department Total	\$ 33,309,201	\$ 0	\$ 24,074,923	\$ 38,499,804
Public Works				
Streets Fund	\$ 40,328,915	\$	\$ 28,848,279	\$ 42,409,448
Grant Funds	1,061,500		315,000	1,314,886
Impact Fee	271,000		46,250	1,452,500
Fleet Services	3,343,340	20,000	3,346,618	3,403,323
Water	45,680,607		32,329,205	38,856,745
Wastewater	36,767,533		27,244,815	49,579,265
Solid Waste	17,798,973		17,305,741	18,067,833
Engineering	2,525,904		2,381,301	2,565,351
Public Works Total	\$ 147,777,772	\$ 20,000	\$ 111,817,209	\$ 157,649,351
Recreation Services				
General Fund	\$ 11,721,789	\$ 1,180,000	\$ 12,732,209	\$ 9,762,899
Streets	376,126		376,115	377,098
Transient Occupancy Tax	50,000		50,000	40,000
Grant Funds	1,311,020	1,200,000	1,777,596	4,818,000
Miscellaneous Trust Funds	19,089	25,000	39,515	555,947
Acker Trust	14,500	350	14,850	14,500
Golf Course	5,106,421		4,625,219	5,002,658
Facilities Maintenance	2,751,884	80,000	2,821,831	4,317,313
Recreation Services Total	\$ 21,350,829	\$ 2,485,350	\$ 22,437,335	\$ 24,888,415
Regional Communications				
General Fund	\$ 2,798,786	\$	\$ 2,564,460	\$ 3,236,771
Reg Communications Total	\$ 2,798,786	\$ 0	\$ 2,564,460	\$ 3,236,771
Non-Departmental				
General Fund	\$ 5,786,942	\$ (1,610,000)	\$ 1,694,363	\$ 5,503,953
Grant Funds	5,075,000	(1,725,350)		5,075,000
Non-Departmental Total	\$ 10,861,942	\$ (3,335,350)	\$ 1,694,363	\$ 10,578,953
TOTAL ALL DEPARTMENTS	\$ 303,746,162	\$ 0	\$ 214,099,614	\$ 311,496,498

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**Resolution 2026-1985
Exhibit A**

**Final Adoption
June 23, 2026**

**City of Prescott, Arizona
Full-time employees and personnel compensation
Fiscal year 2027**

Fund	Full-time equivalent (FTE) 2027	Employee salaries and hourly costs 2027	Retirement costs 2027	Healthcare costs 2027	Other benefit costs 2027	Total estimated personnel compensation 2027
General Fund	415.84	\$ 36,508,618	\$ 3,952,761	\$ 6,092,989	\$ 3,064,357	\$ 49,618,725
Special Revenue Funds						
Streets Fund	49.01	\$ 3,895,233	\$ 426,083	\$ 768,501	\$ 502,770	\$ 5,592,587
Transient Occupancy Tax	2.90	238,994	26,974	39,528	18,556	324,052
Grants and Trust Funds	9.80	2,041,385	96,681	127,435	87,840	2,353,341
Total Special Revenue Funds	61.71	\$ 6,175,612	\$ 549,738	\$ 935,464	\$ 609,166	\$ 8,269,980
Enterprise funds						
Water	48.09	\$ 3,670,782	\$ 394,091	\$ 712,654	\$ 335,990	\$ 5,113,517
Wastewater	44.42	3,103,923	346,321	680,533	316,056	4,446,833
Solid Waste	42.85	2,957,490	305,486	587,606	343,609	4,194,191
Golf Course	0.00	2,176,630	0	0	0	2,176,630
Airport	21.79	1,819,343	135,798	229,356	140,809	2,325,306
Total Enterprise Funds	157.15	\$ 13,728,168	\$ 1,181,696	\$ 2,210,149	\$ 1,136,464	\$ 18,256,477
Internal Service Funds						
Fleet Maintenance	11.00	\$ 796,547	\$ 92,259	\$ 144,636	\$ 78,347	\$ 1,111,789
Risk Management	1.00	71,399	8,503	17,388	6,569	103,859
Engineering	15.64	1,539,407	165,271	238,404	131,561	2,074,643
Facilities Maintenance	6.26	473,981	53,388	94,620	50,834	672,823
Total Internal Service Funds	33.90	\$ 2,881,334	\$ 319,421	\$ 495,048	\$ 267,311	\$ 3,963,114
Total All Funds	668.60	\$ 59,293,732	\$ 6,003,616	\$ 9,733,650	\$ 5,077,298	\$ 80,108,296

Note: Full-Time Equivalent (FTE) includes 626.5 FTE permanent employees and an estimated 42.1 FTE temporary employees

Authorized Expenditure List for Fiscal Year 2027

Item	Fund	FY2027 Budget	Estimated Total Project
------	------	---------------	-------------------------

Airport

Capital Projects

23007 - Bottleneck Hangar Complex Improvements	G	\$ 230,816	\$ 350,000
26017 - Airport Administration Rehabilitation	G	\$ 75,000	\$ 725,000
26018 - Airport Entrance Improvements	G	\$ 190,000	\$ 500,000
27013 - Terminal Development	G	\$ 75,000	\$ 275,000
90170 - Airport Pavement Preservation Prgrm	G	\$ 1,467,000	\$ 4,509,000
90232 - Hangar Make Ready Project	G	\$ 300,000	\$ 550,000
22607 - Taxiway D Rehabilitation	G/GR	\$ 3,000,000	\$ 8,773,750
23603 - Airport North Ramp Rehabilitation	G/GR	\$ 120,743	\$ 3,193,055
25613 - Northeast Ramp	G/GR	\$ 780,044	\$ 3,500,000
26602 - ARFF - Index B Truck	G/GR	\$ 140,000	\$ 1,400,000
27606 - SW Ramp-Recon, Fence & Erosion Control	G/GR	\$ 1,626,653	\$ 1,789,474
27607 - Construct Wash Rack	G/GR	\$ 315,790	
27608 - Improve Service Road	G/GR	\$ 184,211	\$ 1,184,211
27612 - Access Control Improvements	G/GR	\$ 50,000	\$ 350,000
28601 - Taxiway-F Rehabilitation	G/GR	\$ 1,648,373	\$ 8,935,626
29601 - Airport Master Plan Update	G/GR	\$ 450,000	\$ 1,000,000
26026 - Hangar Development Phase 1	G/GR	\$ 1,864,146	\$ 5,664,737

Budget and Finance

Annual Enterprise Resource Processing System Contract	G*	\$ 202,750	
---	----	------------	--

City Clerk

Elections	G*	\$ 285,000	
-----------	----	------------	--

City Manager

Tourism

Downtown Beautification	G/BT	\$ 150,000	
-------------------------	------	------------	--

Economic Development

Information Technology

Cybersecurity Hardware and Services	G*	\$ 275,000	
PC's and Laptops	G*	\$ 100,000	
Server Infrastructure Hardware, Software, and Licensing	G*	\$ 150,000	
Microsoft 365	G*	\$ 235,000	
CentralSquare ComDev Software	G/S/W/WW	\$ 250,000	
Radio Tower Replacement	G*	\$ 50,000	
SOC in a Box and Endpoints	G*	\$ 220,000	
Windows 11 PC Replacements	G*	\$ 135,000	\$ 270,000
Server Monkey	G*	\$ 165,000	
Laserfische Document Management	G*	\$ 50,000	\$ 150,000
ESRI - GIS mapping software	G*	\$ 55,000	\$ 130,000

Authorized Expenditure List for Fiscal Year 2027			
Item	Fund	FY2027 Budget	Estimated Total Project
<u>Communications</u>			
Government Channel Broadcasting and Programming	G	\$ 75,000	
Community Development			
Historic Preservation Master Plan Update	G/GR	\$ 75,000	
Capital Projects			
<u>Water Resources</u>			
09670 - Big Chino Water Ranch	ALT W	\$ 100,000	
Facilities			
Janitorial Services	FM	\$ 200,000	
Operational & Janitorial Supplies	FM	\$ 100,000	
HVAC Replacements	FM	\$ 150,000	
Capital Projects			
<u>Facilities</u>			
22013 - Parking Lots - Replace/Refurbish	FM	\$ 250,000	\$ 750,000
27023 - Facilities Deferred Maintenance Program	FM	\$ 1,500,000	

Authorized Expenditure List for Fiscal Year 2027

Item	Fund	FY2027 Budget	Estimated Total Project
Fire			
Municipal Firefighter Cancer Reimbursement Fund Assessment	GR	\$ 126,550	
Mental Health/Wellness First Responders (Crisis Counseling)	G	\$ 100,000	
Turnout Cleaning and Inspections (IGA w/CAFMA)	G	\$ 54,705	\$ 164,115
Turnout Coats, Pants & other Personal Protective Equipment	G	\$ 183,389	\$ 366,778
Station Duty Uniforms	G	\$ 138,013	\$ 276,026
Fire Suppression's Annual Regulatory Testing & Inspections (Ladders, Hose & Pumps)	G	\$ 89,332	\$ 267,996
DECCAN - LiveMum (Move Up Module)	G	\$ 50,000	
Deccan - ADAM (Deployment Analysis Module)	G	\$ 86,225	
Wildfire Risk Software	G	\$ 61,208	\$ 183,624
Capital Projects			
23012 - Station Alerting	G	\$ 66,000	\$ 239,000
28002 - Self Contained Breathing Apparatus	G	\$ 1,610,084	
28008 - Training Props	G	\$ 136,500	\$ 161,000
Fleet			
RTA Fleet Management Software	F	\$ 20,206	\$ 137,923
Generator Repair and Maint contract	F	\$ 350,000	\$ 700,000
Off-Site Fueling and Fleet Card Services	G/F/FM/S/SW/W/WW	\$ 1,500,000	
Tires, Tubes and Service	F	\$ 275,000	
Maintenance Machinery & Equipment	F	\$ 350,000	
Parts & Supplies	F	\$ 1,000,000	
Vehicles & Equipment			
<u>Airport</u>			
Replace 1216 - F350 4X2 Truck	G	\$ 80,000	
Replace 1260 - F150	G	\$ 80,000	
Replace 1464 - Bobcat	G	\$ 60,000	
		<u>\$ 220,000</u>	
<u>Fire</u>			
New - PSTI Vehicle	PSTI	\$ 80,000	
Replace 867 - Type 3 Pumper replace support 74 TRT	G	\$ 450,000	
Replace 1222 - F250 4X4	G	\$ 115,000	
Replace 1504 - Pumper Fire Truck	G	\$ 650,000	\$ 1,300,000
		\$ 1,295,000	

Authorized Expenditure List for Fiscal Year 2027

Item	Fund	FY2027 Budget	Estimated Total Project
<u>Police</u>			
Replace 1255 - Patrol	G	\$ 110,000	
Replace 1376 - Traffic	G	\$ 110,000	
Replace 1380 - Patrol / Spare K-9	G	\$ 110,000	
Replace 1406 - Investigation	G	\$ 110,000	
Replace 1424 - Citizens on Patrol	G	\$ 65,000	
Replace 1425 - Citizens on Patrol	G	\$ 65,000	
Replace 1426 - Community Services	G	\$ 110,000	
Replace 1427 - Patrol	G	\$ 110,000	
Replace 1494 - Patrol	G	\$ 110,000	
Replace 1495 - Patrol	G	\$ 110,000	
Replace 1565 - Patrol	G	\$ 110,000	
Replace 1566 - Patrol	G	\$ 110,000	
Replace 1567 - Patrol	G	\$ 110,000	
Replace 1596 - Investigation	G	\$ 110,000	
New - PSTI	PSTI	\$ 115,000	
New - PSTI	PSTI	\$ 115,000	
New - PSTI	PSTI	\$ 115,000	
New - PSTI	PSTI	\$ 115,000	
New - PSTI	PSTI	\$ 115,000	
New - PSTI	PSTI	\$ 115,000	
New - PSTI	PSTI	\$ 115,000	
		<u>\$ 2,255,000</u>	
<u>Facilities</u>			
New - Van	FM	\$ 60,000	
<u>Parks Maintenance</u>			
Replace 1104 - F350	G	\$ 70,000	
Replace 1205 - F250	G	\$ 70,000	
Replace 1224 - F250 4X4	G	\$ 60,000	
Replace 1272 - F250	G	\$ 70,000	
New - Excavator	G	\$ 100,000	
		<u>\$ 370,000</u>	
<u>Solid Waste</u>			
Replace 1394 - F250	SW	\$ 85,000	
Replace 1524 - Trash can Replacement Truck	SW	\$ 100,000	
Replace 1525 - Front Loader	SW	\$ 460,000	
Replace 1568 - Crane	SW	\$ 500,000	
		<u>\$ 1,145,000</u>	
<u>Transportation Services</u>			
Replace 1103 - F350	S	\$ 80,000	
Replace 1258 - F150	S	\$ 56,000	
New - Long Line Airless Paint Truck	S	\$ 480,000	
New - Pickup Truck	S	\$ 60,000	
New - Superintendent Truck	S	\$ 56,000	

Authorized Expenditure List for Fiscal Year 2027

Item	Fund	FY2027 Budget	Estimated Total Project
		\$ 732,000	
<u>Streets</u>			
Replace 1481 - F550 Dump Truck	S	\$ 150,000	
New - CAT 305 Mini X	S	\$ 120,000	
		<u>\$ 270,000</u>	
<u>Water</u>			
Replace 962 - Valve Truck	W	\$ 250,000	
Replace 1067 - Fork Lift	W	\$ 55,000	
Replace 1412 - F450	W	\$ 100,000	
Replace 1483 - F350	W	\$ 90,000	
Replace 1492 - F150	W	\$ 55,000	
New - F150	W	\$ 50,835	
		<u>\$ 600,835</u>	
<u>Wastewater</u>			
Replace 1174 - Forklift	WW	\$ 55,000	
Replace 1403 - F150	WW	\$ 50,000	
Replace 1404 - F150	WW	\$ 50,000	
Replace 1405 - F150	WW	\$ 50,000	
Replace 1462 - F450	WW	\$ 350,000	
		<u>\$ 555,000</u>	
Library			
Books & Materials	G	\$ 220,000	
Capital Projects			
26024 - Library 3rd Floor Remodel	LIB IMP	\$ 250,000	\$ 313,000
27002 - Automated Materials Handler	G	\$ 220,000	
Police			
ALPR Camera System	G	\$ 154,000	
Pet Sheltering Services	G	\$ 103,000	
AXON Taser, Officer, and Fleet Equipment	G/PSTI	\$ 693,545	\$ 2,735,814
Mental Health/Wellness First Responders (Crisis Counseling)	G	\$ 90,000	
Ammunition	G	\$ 66,000	
Officer Uniforms and Duty Equipment	G/GR/PSTI	\$ 297,000	
RTCC OS Software	G	\$ 72,000	
Radio Tower Evaluation and Upgrade	PSTI	\$ 128,976	\$ 789,627
PowerDMS Software Suite	G	\$ 60,000	
SWAT Vests and Helmets	PSTI	\$ 270,000	
Ready Rebound Workers Comp Injury Benefit	PSTI	\$ 38,000	\$ 115,000
PADtrax Property & Evidence RFID tagging and tracking system	PSTI	\$ 95,000	

Authorized Expenditure List for Fiscal Year 2027

Item	Fund	FY2027 Budget	Estimated Total Project
Public Works			
Personal Protection Equipment	S/SW/W/WW	\$ 125,000	
Uniform Rental & Laundry	S/SW/W/WW	\$ 140,000	
Emergency & On-Call Traffic Control Services	S/SW/W/WW	\$ 120,000	
Appraisal Services	S/SW/W/WW	\$ 100,000	
Title & Escrow Services	S/SW/W/WW	\$ 75,000	
NPDES			
Water quality treatments, maintenance, and monitoring for 4 lakes	W	\$ 200,000	
Circulation Maintenance Agreement for Aerators	W	\$ 20,000	\$ 60,000
Solid Waste			
Residential Garbage and Recycle Containers	SW	\$ 362,000	
Commercial Front-Load and Roll-Off Dumpsters	SW	\$ 120,000	
Waste Management Disposal Fees	SW	\$ 3,750,000	
Garbage and Recycling Hauling Fees	SW	\$ 2,500,000	
Recycle Processing Fees	SW	\$ 350,000	
Routing GPS Software	SW	\$ 60,000	
Household Hazardous Waste Event	SW/W/WW	\$ 118,000	
Street Maintenance			
Deicing Material and Cinders	S	\$ 125,000	\$ 125,000
Operated Equipment Contracts - 4 Contracts	S	\$ 120,000	
Operating Hauling Contracts - (2-3) Contracts	S	\$ 80,000	
Street Maintenance Materials (4 Contracts)	S	\$ 275,000	\$ 800,000
Weed Mitigation Contract	S	\$ 115,000	
Brush and Tree Trimming	S	\$ 180,000	
Transportation / Traffic			
Traffic Signal Equipment	S	\$ 100,000	
Traffic Calming Equipment	S	\$ 50,000	
Sign shop materials	S	\$ 75,000	
Street Striping Materials	S	\$ 150,000	
Street Light Materials	S	\$ 100,000	
Analysis of Traffic Injuries and Fatalities	S	\$ 100,000	

Authorized Expenditure List for Fiscal Year 2027

Item	Fund	FY2027 Budget	Estimated Total Project
<u>Utilities - Water / Wastewater</u>			
Trenchless Technologies (CIPP, Pipe Bursting)	WW	\$ 2,000,000	
Root Control	WW	\$ 200,000	
Lift Station Rehab	WW	\$ 300,000	
Manhole Rehabilitation & Replacements	WW	\$ 500,000	
Sewer Main Point Repairs	WW	\$ 100,000	
Biosolids Hauling	WW	\$ 365,650	
Polymer (Polymers are used in the sludge dewatering process)	WW	\$ 180,000	
Course Salt (Used to make bleach)	WW	\$ 70,000	
Disc Filter Panel Replacements	WW	\$ 120,000	\$ 300,000
Reclaimed Water Tank Maintenance (sandblast, recoat inside & out)	WW	\$ 300,000	\$ 900,000
Water Meters Purchase	W	\$ 100,000	
Potable water tank inspections	W	\$ 200,000	
AP3 Arsenic Media Changeout	W	\$ 260,000	
09544 - Tank Inspections and Repairs	W	\$ 572,000	\$ 1,500,000
Insert-a-valve Program	W	\$ 50,000	
Water /Wastewater Street Maintenance Materials	W/WW	\$ 420,000	
Water/Wastewater Materials	W/WW	\$ 600,000	
Water/Wastewater Treatment Chemicals	W/WW	\$ 350,000	
Water/Wastewater Analytical Services	W/WW	\$ 75,000	
Water/Wastewater Pump Repair & Replacement	W/WW	\$ 575,000	
On-call SCADA Programming, Maintenance, and Repair Services	WW	\$ 450,000	
Airport WRF On-site Sodium Hypochlorite Generator cell replacement	WW	\$ 67,500	
Airport WRF Cardlock Installation	WW	\$ 100,000	
Sundog WWTP Mixer replacement	WW	\$ 60,000	
Sundog WWTP Blower rehabilitation (Blower #2 motor)	WW	\$ 51,000	
Sundog WWTP Sand Filter rehabilitation (traveling bridge)	WW	\$ 51,000	
Sundog WWTP Oxidation Ditch Valve replacement	WW	\$ 100,000	\$ 200,000
Sundog WWTP HVAC improvement/installation	WW	\$ 65,000	
Sundog Settled Sewage Pump (SSP) Gearbox replacement	WW	\$ 60,000	
New Valves	WW	\$ 100,000	
Replacement Mixer	WW	\$ 60,000	
WWTP Centralization Analysis	WW	\$ 150,000	

Authorized Expenditure List for Fiscal Year 2027

Item	Fund	FY2027 Budget	Estimated Total Project
Capital Projects			
<u>Street Circulation</u>			
12010 - Intersection Signalization Program	S/DEV IMP	\$ 375,000	\$ 650,000
24615 - Street Bollards	S	\$ 300,000	\$ 1,237,930
25005 - Arterial Traffic Signal Coordination	S/DEV IMP	\$ 250,000	\$ 335,000
26013 - Bridge Maintenance Program	S	\$ 250,000	\$ 2,970,180
26016 - 89A On-ramp	S	\$ 1,000,000	\$ 1,000,000
27008 - Willow Ck & Willow Lake Rd Intersection Improvements	S/DEV IMP	\$ 150,000	\$ 1,850,000
27009 - SR89/89A Turn Lane Extension	S	\$ 400,000	\$ 400,000
<u>Street Reconstruction</u>			
16012 - Miscellaneous Streets Projects	S	\$ 200,000	\$ 1,505,000
24041 - Double D Reconstruction/Drainage	S	\$ 300,000	\$ 2,453,805
26014 - Whetstine Reconstruction	S/W	\$ 800,000	\$ 2,000,410
<u>Street Preservation, Rehab, Maintenance</u>			
90036 - Pavement Preservation	S	\$ 9,000,000	
90227 - Pavement Reconstruction Program	S	\$ 5,600,000	
<u>Drainage</u>			
18014 - Citywide Drainage Improvements	S/GR	\$ 890,000	\$ 4,180,000
25006 - Dexter Drainage Improvements Phase 1	S	\$ 200,000	\$ 1,455,000
26004 - Hornet Dr Drainage Improvements	S/GR	\$ 780,000	\$ 844,500
26008 - Cherry Dr Roadway Improvements	S/W	\$ 1,125,000	\$ 1,765,300
<u>Solid Waste</u>			
24052 - Inert Concrete Crushing	S/SW	\$ 400,000	\$ 800,000
<u>Water Distribution</u>			
15022 - Zone 24/27 Water Pipeline Upsizing	W/WW/WTR IMP	\$ 2,250,000	\$ 6,264,000
24007 - Water Meter Replacement Program	W	\$ 3,140,000	\$ 8,380,000
24009 - Copper And Lead Pipe Inventory	W	\$ 700,000	\$ 3,500,000
24010 - Deep Well Ranch Water Main Upsize DA	WTR IMP	\$ 500,000	\$ 500,000
27005 - Zone 110 New Transmission Main	W/WTR IMP	\$ 650,000	\$ 650,000
27012 - Age and Condition Infrastructure Study	W/WW	\$ 300,000	\$ 500,000
30006 - Zone 61 Water Main Upgrade	W	\$ 200,500	\$ 3,900,500

Authorized Expenditure List for Fiscal Year 2027

Item	Fund	FY2027 Budget	Estimated Total Project
<u>Water Production</u>			
18019 - Zone 41 Mingus Pump Tank Pipeline	W	\$ 2,550,000	
<u>Water Quality</u>			
22004 - Watson Lake Improvements	AQU PROT	\$ 200,000	\$ 1,419,000
<u>Wastewater Collections</u>			
25009 - Manhole Repair & Replace Program	WW	\$ 500,000	\$ 2,500,000
29005 - Willow Lake Dam Repair: Discharge Valve	WW	\$ 250,000	\$ 1,750,000
<u>Wastewater Treatment</u>			
27011 - Blower Building/Sundog HVAC Installation	WW	\$ 65,000	
<u>Public Works Other Projects</u>			
11033 - City Shop Underground Storage Tank Release Cleanup	S/W/WW	\$ 200,000	\$ 249,000
24038 - Card Key Lock Sys AWRF	WW	\$ 150,000	
27015 - Willow Lake Flood Plain Restoration	S	\$ 250,000	\$ 500,000
27017 - Engineering Building Bathroom Remodel	S/W/WW	\$ 150,000	
90023 - Miscellaneous Water & Wastewater Projects	W/WW	\$ 550,000	
<i>Prescott Regional Communications Center</i>			
T-Mobile Cellular and Satellite Communication	G	\$ 125,000	
Aurelian AI Non-Emergency Call Taking Software	G	\$ 140,000	
CentralSquare Software and Services	G	\$ 369,600	
Specialized IT Consultant	G	\$ 100,000	
CAD Upgrades and Feature Utilization		\$ 75,000	

Authorized Expenditure List for Fiscal Year 2027

Item	Fund	FY2027 Budget	Estimated Total Project
Recreation			
Open Space Acquisition Framework	G	\$ 60,000	
Capital Projects			
22018 - Rec Svcs Pavement Preservation	G	\$ 400,000	\$ 2,400,000
25004 - Light Pole Replacement	G	\$ 455,000	\$ 705,000
26003 - Parks & Recreation Master Plan	G	\$ 300,000	\$ 350,000
27019 - Bill Vallely Field Concrete Replacement	G	\$ 250,000	
27020 - Willow Creek Ramada	G	\$ 225,000	
27021 - Park Facilities Resurfacing Projects	G	\$ 100,000	\$ 410,000

Fund Legend:

G - General Fund
 G* - General Fund Cost Recovered
 GR - Grant
 PSTI - Public Safety Tax Initiative
 LIB IMPACT - Library Development Impact Fee Fund
 BT - Bed Tax
 S - Streets Fund
 DEV - Development Impact Fee
 W - Water
 WTR IMP - Water Impact Fee
 WW - Wastewater
 WW IMP - Wastewater Impact Fee
 SW - Solid Waste
 FM - Facilities Management
 F - Fleet Management
 ALT W - Alternative Water
 AQU PRO - Aquifer Protection
 DON - Donation

Resolution 2026-1985

Exhibit C

FY27 Budget - Authorized Position Roster

Positions by Department and Division				Pay Range			Pay
				FY2025	FY2026	FY2027	Min
Airport							
Airport Director	1.00	1.00	1.00		Unclassified		Open
Airport Manager	0.00	0.00	1.00	84,931	106,163	127,396	117
Airport Operations Manager	0.00	0.00	0.00	84,931	106,163	127,396	117
Airport Operations Superintendent	1.00	1.00	0.00	84,931	106,163	127,396	117
Airport Services Manager	1.00	1.00	1.00	84,931	106,163	127,396	117
Capital Project Manager	1.00	1.00	1.00	90,027	112,533	135,040	118
Airport Leasing & Property Administrator	0.00	0.00	1.00	71,309	89,137	106,964	114
Airport Leasing & Property Specialist	1.00	1.00	0.00	71,309	89,137	106,964	114
Airport Operations Supervisor	2.00	2.00	2.00	67,273	84,091	100,910	113
Airport Marketing, Public Relations & Media Coordination	0.00	0.00	1.00	67,273	84,091	100,910	113
Management Analyst	1.00	1.00	0.00	67,273	84,091	100,910	113
Airport Maintenance Coordinator	1.00	1.00	1.00	56,484	70,605	84,726	110
Airport Operations Specialist	1.00	1.00	1.00	53,794	67,243	80,691	109
Airport Operations Technician	2.00	2.00	4.00	48,793	60,991	73,189	107
Administrative Specialist	0.00	0.00	1.00	44,257	55,321	66,385	105
Total Airport	12.00	12.00	15.00				
Budget and Finance							
<u>Budget, Administration and Treasury</u>							
Finance Director	1.00	1.00	1.00		Unclassified		Open
Deputy Finance Director	1.00	1.00	1.00		Unclassified		Open
Budget Manager	0.00	0.00	1.00	84,931	106,163	127,396	117
Senior Accountant	1.00	1.00	0.00	75,588	94,485	113,382	115
Total Budget and Finance	3.00	3.00	3.00				
<u>Purchasing</u>							
Purchasing Manager	1.00	1.00	1.00		Unclassified		Open
Contracts Coordinator	1.00	1.00	1.00	63,465	79,331	95,198	112
Financial Services Specialist III	1.00	1.00	1.00	51,232	64,041	76,849	108
Total Purchasing	3.00	3.00	3.00				
<u>Accounting Services</u>							
Accounting Services Manager	0.00	0.00	1.00	84,931	106,163	127,396	117
Senior Accountant	1.00	1.00	0.00	75,588	94,485	113,382	115
Payroll Supervisor	1.00	1.00	1.00	71,309	89,137	106,964	114
Accountant	1.00	1.00	1.00	63,465	79,331	95,198	112
Accounting Technician	0.00	0.00	1.00	46,469	58,087	69,704	106
Total Accounting Services	3.00	3.00	4.00				
<u>Revenue Services</u>							
Revenue Manager	1.00	1.00	1.00		Unclassified		Open
Billing Analyst	1.00	1.00	1.00	56,484	70,605	84,726	110
Tax Compliance Analyst	1.00	1.00	1.00	56,484	70,605	84,726	110
Financial Services Supervisor	1.00	1.00	1.00	67,273	84,091	100,910	113
Financial Services Specialist III	1.00	1.00	1.00	51,232	64,041	76,849	108
Financial Services Specialist I & II	3.00	3.00	3.00	46,469	58,087	69,704	106
Total Revenue Services	8.00	8.00	8.00				
Total Budget and Finance	17.00	17.00	18.00				
City Clerk							
City Clerk	1.00	1.00	1.00		Unclassified		Open
Deputy City Clerk	1.00	1.00	1.00	59,873	74,841	89,809	111
Senior City Clerk Specialist	1.00	1.00	1.00	53,794	67,243	80,691	109
Total City Clerk	3.00	3.00	3.00				

Resolution 2026-1985

Exhibit C

FY27 Budget - Authorized Position Roster

Positions by Department and Division				Pay Range			Pay
				FY2025	FY2026	FY2027	Min
City Council							
Mayor	1.00	1.00	1.00	15,514	15,514	15,514	n/a
Councilmembers	6.00	6.00	6.00	10,549	10,549	10,549	n/a
Executive Assistant	0.00	0.00	1.00	56,484	70,605	84,726	110
Administrative Specialist	0.75	0.75	0.00	44,257	55,321	66,385	105
Total City Council	7.75	7.75	8.00				
City Court							
City Judge	0.00	1.00	1.00		Unclassified		Open
Court Administrator	0.00	0.00	1.00	75,588	94,485	113,382	116
Administrative Supervisor	0.00	1.00	1.00	67,273	84,091	100,910	113
Business Manager	1.00	0.00	0.00	56,484	70,605	84,726	110
Court Clerk I & II	5.00	5.00	7.00	44,257	55,321	66,385	105
Court Clerk III	1.00	1.00	1.00	48,793	60,991	73,189	107
Total City Court	7.00	8.00	11.00				
City Manager							
<u>City Manager's Office</u>							
City Manager	1.00	1.00	1.00		Unclassified		Open
Deputy City Manager	1.00	1.00	1.00		Unclassified		Open
Management Analyst	0.00	0.00	1.00	67,273	84,091	100,910	113
Executive Assistant	1.00	1.00	0.00	56,484	70,605	84,726	110
Total City Manager's Office	3.00	3.00	3.00				
<u>Public Communications</u>							
Public Engagement Manager	0.00	1.00	1.00	84,931	106,163	127,396	117
Total Public Communications	0.00	1.00	1.00				
Total City Manager	3.00	4.00	4.00				
Economic Development and Tourism							
Economic Development Director	0.00	0.00	1.00		Unclassified		Open
Community Outreach Director	1.00	1.00	0.00	84,931	106,163	127,396	117
Economic Development Manager	0.00	1.00	1.00	84,931	106,163	127,396	117
Tourism Manager	1.00	1.00	1.00	67,273	84,091	100,910	113
Tourism Group Sales & Marketing Manager	1.00	1.00	0.00	67,273	84,091	100,910	113
Tourism Coordinator	0.00	0.00	1.00	56,484	70,605	84,726	110
Administrative Specialist	0.25	0.25	0.00	44,257	55,321	66,385	105
Total Economic Development & Tourism	3.25	4.25	4.00				
Human Resources							
Human Resources Director	1.00	1.00	1.00		Unclassified		Open
Human Resources Manager	1.00	1.00	1.00		Unclassified		Open
Senior Human Resources Business Partner	2.00	2.00	2.00	71,309	89,137	106,964	114
Human Resources Business Partner	2.00	2.00	2.00	56,484	70,605	84,726	110
Human Resources Support Specialist	1.00	1.00	1.00	44,257	55,321	66,385	105
Total Human Resources	7.00	7.00	7.00				
Information Technology							
Director of Information Technology	1.00	1.00	1.00		Unclassified		Open
IT Operations Manager	1.00	1.00	1.00	84,931	106,163	127,396	117
IT Applications Manager	0.00	1.00	1.00	84,931	106,163	127,396	117
Help Desk Manager	1.00	1.00	1.00	84,931	106,163	127,396	117
GIS Coordinator	1.00	1.00	1.00	80,123	100,154	120,185	116
Network Engineer	3.00	3.00	3.00	75,588	94,485	113,382	115
IT Database Administrator	1.00	0.00	0.00	75,588	94,485	113,382	115
IT Specialist I & II	9.00	9.00	9.00	63,465	79,331	95,198	112
GIS Specialist	2.00	2.00	2.00	63,465	79,331	95,198	112
Total Information Technology	19.00	19.00	19.00				

Resolution 2026-1985

Exhibit C

FY27 Budget - Authorized Position Roster

Positions by Department and Division	FY2025	FY2026	FY2027	Pay Range			Pay Grade
				Min	Mid	Max	
Community Development							
Administration							
Community Development Director	1.00	1.00	1.00		Unclassified		Open
Operations Manager	1.00	1.00	1.00	84,931	106,163	127,396	117
Management Analyst	0.00	0.00	1.00	67,273	84,091	100,910	113
Administrative Coordinator	1.00	1.00	1.00	56,484	70,605	84,726	110
Administrative Specialist	0.00	0.00	1.00	44,257	55,321	66,385	105
Total Administration	3.00	3.00	5.00				
Planning and Zoning							
Planning Manager	1.00	1.00	1.00		Unclassified		Open
Planner	2.00	2.00	2.00	71,309	89,137	106,964	114
CDBG Admin/Com Dev Coordinator	1.00	1.00	1.00	59,873	74,841	89,809	111
Assistant Planner	0.00	0.00	1.00	48,793	60,991	73,189	107
Administrative Specialist	1.00	1.00	0.00	44,257	55,321	66,385	105
Total Planning and Zoning	5.00	5.00	5.00				
Building Safety							
Chief Building Official	1.00	1.00	1.00	113,657	142,071	170,485	122
Senior Plans Examiner	1.00	1.00	1.00	67,273	84,091	100,910	113
Plans Examiner	2.00	2.00	2.00	63,465	79,331	95,198	112
Development Services Representative II	1.00	1.00	1.00	46,469	58,087	69,704	106
Development Services Representative I	1.00	2.00	2.00	44,257	55,321	66,385	105
Building Inspector	2.00	2.00	2.00	56,484	70,605	84,726	110
Administrative Specialist	1.00	0.00	0.00	44,257	55,321	66,385	105
Total Building Safety	9.00	9.00	9.00				
Neighborhood Services							
Neighborhood Services Specialist	2.00	2.00	2.00	56,484	70,605	84,726	110
Total Neighborhood Services	2.00	2.00	2.00				
Private Engineering Review (Moved from Public Works)							
Civil Engineer/Plan Review Supervisor	0.00	0.00	1.00	113,657	142,071	170,485	122
Civil Engineer/Supervisor	0.00	1.00	0.00	90,027	112,533	135,040	118
Engineering Plans Examiner	0.00	0.00	1.00	63,465	79,331	95,198	112
Building Inspector	0.00	1.00	1.00	56,484	70,605	84,726	110
Engineering Technician	0.00	1.00	0.00	56,484	70,605	84,726	110
Permit Technician/Plans Examiner	0.00	1.00	1.00	48,793	60,991	73,189	107
Total Private Engineering Review	0.00	4.00	4.00				
Water Resources (Moved from Public Works)							
Water Resource/Environmental Services Manager	0.00	1.00	1.00	113,657	142,071	170,485	122
Water Resource Project Manager	0.00	2.00	2.00	84,931	106,163	127,396	117
Water Resource Analyst	0.00	0.00	1.00	67,273	84,091	100,910	113
Total Water Resources	0.00	3.00	4.00				
Total Community Development	19.00	26.00	29.00				

Resolution 2026-1985

Exhibit C

FY27 Budget - Authorized Position Roster

Positions by Department and Division	FY2025	FY2026	FY2027	Pay Range			Pay
				Min	Mid	Max	Grade
Fire Department							
Administration							
Fire Chief	1.00	1.00	1.00		Unclassified		Open
Deputy Fire Chief	0.00	0.00	1.00		Unclassified		Open
Administrative Supervisor	1.00	1.00	1.00	67,273	84,091	100,910	113
Administrative Coordinator	1.00	1.00	1.00	56,484	70,605	84,726	110
Administrative Specialist	2.00	2.00	2.00	44,257	55,321	66,385	105
Administrative Specialist PSTI	0.00	1.00	1.00	44,257	55,321	66,385	105
Total Administration	5.00	6.00	7.00				
Community Risk Reduction							
Fire Marshal	0.50	0.50	1.00	113,657	142,071	170,485	122
Emergency Manager PSTI	0.00	0.00	1.00	71,309	89,137	106,964	114
Wildfire Risk Reduction Manager	1.00	1.00	1.00	67,273	84,091	100,910	113
Plans Examiner/Building Fire Inspector	2.00	2.00	2.00	63,465	79,331	95,198	112
Plans Examiner/Building Fire Inspector PSTI	0.00	1.00	1.00	63,465	79,331	95,198	112
Total Community Risk Reduction	3.50	4.50	6.00				
Emergency Services							
Deputy Fire Chief	1.00	1.00	0.00		Unclassified		Open
Division Chief	1.00	1.00	1.00	113,657	142,071	170,485	122
Battalion Chief	3.00	3.00	3.00	113,657	142,071	170,485	121-S
Fire Captain	16.00	16.00	15.00	84,931	106,163	127,396	117-S
Fire Captain PSTI	1.00	2.00	2.00	84,931	106,163	127,396	117-S
Fire Engineer	19.00	19.00	19.00	71,310	89,137	106,964	114-S
Fire Engineer PSTI	1.00	2.00	2.00	71,310	89,137	106,964	114-S
Firefighter	31.00	31.00	31.00	56,484	70,605	84,726	110-S
Firefighter PSTI	4.00	6.00	6.00	56,484	70,605	84,726	110-S
Total Emergency Services	77.00	81.00	79.00				
Fire Professional Services							
Division Chief	1.00	1.00	1.00	113,657	142,071	170,485	122
Fire Marshal	0.50	0.50	0.00	107,223	134,029	160,835	122
Fire Captain	0.00	0.00	1.00	84,931	106,163	127,396	117-S
Total Fire Professional Services	1.50	1.50	2.00				
Total Fire Department	87.00	93.00	94.00				
Legal							
City Attorney	1.00	1.00	1.00		Unclassified		Open
Deputy City Attorney	1.00	1.00	1.00		Unclassified		Open
Senior Assistant City Attorney	1.00	1.00	0.00	113,657	142,071	170,485	122
Assistant City Attorney	1.00	1.00	3.00	101,154	126,442	151,731	120
Legal Services Administrator	1.00	1.00	1.00	67,273	84,091	100,910	113
Paralegal	1.00	1.00	0.00	56,484	70,605	84,726	110
Risk Coordinator	1.00	1.00	1.00	51,232	64,041	76,849	108
Safety Coordinator	1.00	1.00	1.00	51,232	64,041	76,849	108
Legal Assistant II	1.00	1.00	1.00	48,793	60,991	73,189	107
Legal Assistant I	1.00	1.00	1.00	46,469	58,087	69,704	106
Total Legal Department	10.00	10.00	10.00				
Library							
Public Services							
Library Director	1.00	1.00	1.00		Unclassified		Open
Assistant Library Director	1.00	1.00	1.00		Unclassified		Open
Lead Librarian	2.00	2.00	2.00	67,273	84,091	100,910	113
Librarian	5.00	5.00	5.00	59,873	74,841	89,809	111
Library Specialist	2.00	2.00	2.00	46,469	58,087	69,704	106
Library Assistant	4.50	4.50	4.50	40,142	50,177	60,213	103
Total Public Services	15.50	15.50	15.50				

Resolution 2026-1985

Exhibit C

FY27 Budget - Authorized Position Roster

Positions by Department and Division	FY2025	FY2026	FY2027	Pay Range			Pay Grade
				Min	Mid	Max	
Library (Continued)							
Support Services							
Library Manager, Support Services	1.00	1.00	1.00		Unclassified		Open
Lead Librarian	0.00	0.00	1.00	67,273	84,091	100,910	113
Librarian	1.00	1.00	0.00	59,873	74,841	89,809	111
Maintenance Specialist	0.00	0.00	1.00	53,794	67,243	80,691	109
Maintenance Technician	1.00	1.00	0.00	46,469	58,087	69,704	106
Administrative Specialist	1.00	1.00	1.00	44,257	55,321	66,385	105
Library Assistant	1.00	1.00	1.00	40,142	50,177	60,213	103
Custodian	1.00	1.00	1.00	36,410	45,512	54,615	101
Total Support Services	6.00	6.00	6.00				
Total Library	21.50	21.50	21.50				
Police Department							
Administration							
Police Chief	1.00	1.00	1.00		Unclassified		Open
Deputy Police Chief	1.00	1.00	1.00		Unclassified		Open
Police Administrator	1.00	1.00	1.00	113,657	142,071	170,485	122
Administrative Supervisor	1.00	1.00	1.00	67,273	84,091	100,910	113
IT Specialist PSTI	0.00	1.00	1.00	63,465	79,331	95,198	112
Administrative Coordinator	1.00	1.00	1.00	56,484	70,605	84,726	110
Senior Victim Advocate	1.00	1.00	0.00	51,232	64,041	76,849	108
Victim Advocate	1.00	1.00	2.00	46,469	58,087	69,704	106
Total Administration	7.00	8.00	8.00				
Patrol Operations Bureau							
Police Lieutenant	2.00	2.00	2.00	113,657	142,071	170,485	122
Police Sergeant	6.00	7.00	7.00	90,027	112,533	135,040	118
Police Officer	54.00	53.00	53.00	71,309	89,137	106,964	114
Police Officer - PSTI	6.00	12.00	16.00	67,273	84,091	100,910	114
Animal Control Supervisor	1.00	1.00	1.00	51,232	64,041	76,849	108
Animal Control Officer	1.00	1.00	1.00	46,469	58,087	69,704	106
Office Assistant	0.50	0.50	0.50	38,230	47,788	57,346	102
Total Patrol Operations Bureau	70.50	76.50	80.50				
Special Operations Bureau							
Police Lieutenant	1.00	1.00	1.00	113,657	142,071	170,485	122
Police Sergeant	4.00	4.00	4.00	90,027	112,533	135,040	118
Police Officer	17.00	17.00	17.00	71,309	89,137	106,964	114
Administrative Coordinator	1.00	1.00	1.00	56,484	70,605	84,726	110
Crime Scene Investigator	1.00	1.00	1.00	53,794	67,243	80,691	109
Property & Evidence Technician	2.00	2.00	2.00	51,232	64,041	76,849	108
Civilian Parking Accident Investigator	1.00	1.00	1.00	48,793	60,991	73,189	107
Station Coordinator	1.00	1.00	1.00	44,257	55,321	66,385	105
Administrative Specialist	1.00	1.00	1.00	44,257	55,321	66,385	105
Total Special Operations Bureau	29.00	29.00	29.00				
Support Bureau							
Police Officer	1.00	1.00	1.00	71,309	89,137	106,964	114
Police Records Supervisor	1.00	1.00	1.00	63,465	79,331	95,198	112
Administrative Coordinator	0.00	1.00	1.00	56,484	70,605	84,726	110
Police Records Clerk	3.00	3.00	3.00	44,257	55,321	66,385	105
Police Records Clerk PSTI	0.00	1.00	1.00	44,257	55,321	66,385	105
Administrative Specialist	1.00	0.00	0.00	44,257	55,321	66,385	105
Total Support Bureau	6.00	7.00	7.00				
Total Police Department	112.50	120.50	124.50				

Resolution 2026-1985

Exhibit C

FY27 Budget - Authorized Position Roster

Positions by Department and Division	FY2025	FY2026	FY2027	Pay Range			Pay
				Min	Mid	Max	Grade
Regional Communications							
PRCC Manager	1.00	1.00	1.00	90,027	112,533	135,040	118
GIS Coordinator	0.00	0.50	0.50	80,123	100,154	120,185	116
PRCC Assistant Manager	1.00	1.00	1.00	75,588	94,485	113,382	115
CAD Administrator	0.00	0.00	1.00	63,465	79,331	95,198	115
Public Safety Data Analyst	0.00	0.00	1.00	67,273	84,091	100,910	113
Public Safety Telecommunicator Supervisor	5.00	5.00	5.00	67,273	84,091	100,910	113
Public Safety Telecommunicator	28.00	28.00	26.00	53,794	67,243	80,691	109
Total Regional Communications	35.00	35.50	35.50				
Public Works							
Engineering							
City Engineer	0.25	0.00	0.00		Unclassified		Open
Drainage Engineer	0.00	0.50	0.50	113,657	142,071	170,485	122
Capital Project Manager	5.00	5.00	5.00	90,027	112,533	135,040	118
Real Estate Administrator	1.00	1.00	1.00	84,931	106,163	127,396	118
City Surveyor	1.00	1.00	0.00	84,931	106,163	127,396	117
Environmental Program Manager	0.70	0.70	0.70	71,309	89,137	106,964	117
Environmental Project Manager	1.00	1.00	1.00	67,273	84,091	100,910	114
Construction Inspection Supervisor	1.00	1.00	1.00	67,273	84,091	100,910	113
Senior Engineering Technician	0.50	1.00	2.00	67,273	84,091	100,910	113
Stormwater Specialist	0.70	0.70	0.70	59,873	74,841	89,809	111
Construction Inspector	5.00	5.00	5.00	56,484	70,605	84,726	111
Building Inspector	0.50	0.00	0.00	56,484	70,605	84,726	110
Engineering Technician	0.40	0.00	0.00	56,484	70,605	84,726	110
Permit Technician/Plans Examiner	0.40	0.00	0.00	48,793	60,991	73,189	107
Total Engineering	17.45	16.90	16.90				

Resolution 2026-1985

Exhibit C

FY27 Budget - Authorized Position Roster

Positions by Department and Division	FY2025	FY2026	FY2027	Pay Range			Pay
				Min	Mid	Max	Grade
<u>Utilities</u>							
Public Works Director	0.50	0.50	0.50		Unclassified		Open
Deputy Public Works Director	1.00	0.50	0.50		Unclassified		Open
Field Operations Manager	0.00	0.50	0.50		Unclassified		Open
Water Resource/Environmental Svcs Manager	1.00	0.00	0.00		Unclassified		Open
Utilities Manager	1.00	1.00	1.00		Unclassified		Open
Capital Program Manager	0.66	0.66	0.66		Unclassified		Open
Financial & Business Operations Manager	0.50	0.00	0.00		Unclassified		Open
City Engineer	0.50	0.00	0.00		Unclassified		Open
Drainage Engineer	0.00	0.50	0.50	113,657	142,071	170,485	122
Senior Infrastructure Analyst	1.00	1.00	1.00	95,428	119,285	143,142	119
Civil Engineer/Supervisor	0.67	0.00	0.00	90,027	112,533	135,040	118
Operations Manager	0.00	0.50	0.50	84,931	106,163	127,396	117
Water Resource Project Manager	2.00	0.00	0.00	84,931	106,163	127,396	117
Water Superintendent	1.00	1.00	1.00	84,931	106,163	127,396	117
Wastewater Superintendent	1.00	1.00	1.00	84,931	106,163	127,396	117
Environmental Program Manager	0.30	0.30	0.30	84,931	106,163	127,396	117
Water Operations Supervisor	2.00	2.00	2.00	67,273	84,091	100,910	113
Wastewater Collection Supervisor	2.00	2.00	2.00	67,273	84,091	100,910	113
WW Treatment Plant Operations Supervisor	1.00	2.00	2.00	67,273	84,091	100,910	113
Management Analyst	0.50	0.50	0.50	67,273	84,091	100,910	113
Senior Engineering Technician	0.50	0.00	0.00	67,273	84,091	100,910	113
Stormwater Specialist	0.30	0.30	0.30	59,873	74,841	89,809	111
Senior WW Treatment Plant Operator	2.00	2.00	2.00	59,873	74,841	89,809	111
Wastewater Treatment Plant Operator	5.00	6.00	6.00	56,484	70,605	84,726	110
WWTP Lab Tech/Relief Operator	1.00	0.00	0.00	56,484	70,605	84,726	110
Engineering Technician	0.60	0.00	0.00	56,484	70,605	84,726	110
Building Inspector	0.50	0.00	0.00	56,484	70,605	84,726	110
Administrative Coordinator	1.50	1.50	1.50	56,484	70,605	84,726	110
Elect Maint & SCADA Tech	1.00	1.00	1.00	53,794	67,243	80,691	109
Maintenance Specialist	5.00	6.00	6.00	53,794	67,243	80,691	109
Water Protection Specialist	2.00	2.00	2.00	53,794	67,243	80,691	109
Water Operator	5.00	5.00	5.00	53,794	67,243	80,691	109
Senior Utility Worker	11.00	11.00	11.00	51,232	64,041	76,849	108
Permit Technician/Plans Examiner	0.60	0.00	0.00	48,793	60,991	73,189	107
Development Coordinator/Records Control	0.67	0.67	0.67	48,793	60,991	73,189	107
Accounts Payable/Purchasing Specialist	0.50	0.50	0.50	46,469	58,087	69,704	106
Utility Worker	19.00	19.00	19.00	46,469	58,087	69,704	106
Administrative Specialist	1.00	2.00	3.00	44,257	55,321	66,385	105
Office Assistant	2.00	1.00	0.00	38,230	47,788	57,346	102
Total Utilities	75.80	71.93	71.93				

Resolution 2026-1985

Exhibit C

FY27 Budget - Authorized Position Roster

Positions by Department and Division	FY2025	FY2026	FY2027	Pay Range			Pay
				Min	Mid	Max	Grade
<u>Solid Waste</u>							
Public Works Director	0.25	0.25	0.25		Unclassified		Open
Deputy Public Works Director	0.50	0.50	0.25		Unclassified		Open
Field Operations Manager	0.00	0.00	0.25		Unclassified		Open
Financial & Business Operations Manager	0.25	0.00	0.00		Unclassified		Open
City Engineer	0.25	0.00	0.00		Unclassified		Open
Operations Manager	0.00	0.25	0.25	84,931	106,163	127,396	117
Solid Waste Superintendent	1.00	1.00	1.00	84,931	106,163	127,396	117
Management Analyst	0.25	0.25	0.25	67,273	84,091	100,910	113
Solid Waste Supervisor	2.00	2.00	2.00	67,273	84,091	100,910	113
Administrative Supervisor	0.00	0.00	1.00	67,273	84,091	100,910	113
Administrative Coordinator	0.75	0.75	0.25	56,484	70,605	84,726	110
Senior Equipment Operator	4.00	4.00	4.00	53,794	67,243	80,691	109
Equipment Mechanic	1.00	1.00	1.00	51,232	64,041	76,849	108
Equipment Operator	25.00	25.00	25.00	48,793	60,991	73,189	107
Accounts Payable/Purchasing Specialist	0.25	0.25	0.25	46,469	58,087	69,704	106
Administrative Specialist	2.00	4.00	4.00	44,257	55,321	66,385	105
Office Assistant	1.00	0.00	0.00	38,230	47,788	57,346	102
Fee Booth Attendant	1.00	1.00	1.00	38,230	47,788	57,346	102
Maintenance Worker	2.00	2.00	2.00	38,230	47,788	57,346	102
Total Solid Waste	41.50	42.25	42.75				
<u>Street Maintenance</u>							
Public Works Director	0.25	0.25	0.25		Unclassified		Open
Deputy Public Works Director	0.50	0.50	0.25		Unclassified		Open
Field Operations Manager	0.00	0.00	0.25		Unclassified		Open
Capital Program Manager	0.34	0.34	0.34		Unclassified		Open
Transportation Manager	1.00	1.00	1.00	113,657	142,071	170,485	122
Civil Engineer/Supervisor	0.33	0.00	0.00	113,657	142,071	170,485	122
Capital Projects Manager	0.00	1.00	1.00	90,027	112,533	135,040	118
Pavement Program Manager	1.00	0.00	0.00	90,027	112,533	135,040	118
Financial & Business Operations Manager	0.25	0.00	0.00	84,931	106,163	127,396	117
Operations Manager	0.00	0.25	0.25	84,931	106,163	127,396	117
Street Maintenance Superintendent	1.00	1.00	1.00	84,931	106,163	127,396	117
Transportation Superintendent	0.00	0.00	1.00	84,931	106,163	127,396	117
Traffic Signal Supervisor	1.00	1.00	1.00	71,309	89,137	106,964	114
Management Analyst	0.25	0.25	0.25	67,273	84,091	100,910	113
Streets Supervisor	1.00	2.00	2.00	67,273	84,091	100,910	113
Traffic Control Supervisor	1.00	1.00	1.00	67,273	84,091	100,910	113
Striping Operator	0.00	1.00	1.00	59,873	74,841	89,809	111
Traffic Signal Specialist	2.00	2.00	2.00	56,484	70,605	84,726	110
Engineering Technician	1.00	1.00	1.00	56,484	70,605	84,726	110
Administrative Coordinator	0.75	0.75	0.25	56,484	70,605	84,726	110
Senior Equipment Operator	4.00	4.00	4.00	53,794	67,243	80,691	109
Signs and Markings Technician	0.00	1.00	1.00	53,794	67,243	80,691	109
Development Coordinator/Records Control	0.33	0.33	0.33	48,793	60,991	73,189	107
Equipment Operator	18.00	17.00	17.00	48,793	60,991	73,189	107
Traffic Control Worker	2.00	2.00	2.00	48,793	60,991	73,189	107
Accounts Payable/Purchasing Specialist	0.25	0.25	0.25	46,469	58,087	69,704	106
Administrative Specialist	1.00	2.00	2.00	44,257	55,321	66,385	105
Office Assistant	1.00	0.00	0.00	38,230	47,788	57,346	102
Total Street Maintenance	38.25	39.92	40.42				

Resolution 2026-1985

Exhibit C

FY27 Budget - Authorized Position Roster

Positions by Department and Division				Pay Range			Pay Grade
				FY2025	FY2026	FY2027	
<u>Fleet Services</u>							
Fleet Manager	1.00	1.00	1.00	84,931	106,163	127,396	117
Fleet Services Supervisor	0.00	0.00	1.00	67,273	84,091	100,910	113
Administrative Coordinator	1.00	1.00	1.00	56,484	70,605	84,726	110
Senior Equipment Mechanic	2.00	2.00	1.00	53,794	67,243	80,691	109
Parts and Service Specialist	2.00	2.00	2.00	53,794	67,243	80,691	109
Equipment Mechanic	5.00	5.00	5.00	51,232	64,041	76,849	108
Total Fleet Services	11.00	11.00	11.00				
Total Public Works	184.00	182.00	183.00				
<u>Recreation Services</u>							
<u>Recreation Services Admin</u>							
Recreation Director	1.00	1.00	1.00		Unclassified		Open
Deputy Recreation Services Director	1.00	1.00	1.00		Unclassified		Open
Administrative Supervisor	1.00	1.00	1.00	67,273	84,091	100,910	113
Administrative Specialist	2.00	2.00	2.00	44,257	55,321	66,385	105
Total Recreation Admin Services Admin	5.00	5.00	5.00				
<u>Parks Maintenance</u>							
Recreation Services Superintendent	1.00	1.00	1.00	84,931	106,163	127,396	117
Recreation Services Supervisor	2.00	2.00	2.00	67,273	84,091	100,910	113
Landscape Coordinator	1.00	1.00	1.00	53,794	67,243	80,691	109
Parks Maintenance Coordinator	1.00	1.00	1.00	53,794	67,243	80,691	109
Lakes Coordinator	1.00	1.00	1.00	53,794	67,243	80,691	109
Maintenance Specialist	1.00	1.00	1.00	53,794	67,243	80,691	109
Equipment Mechanic	1.00	1.00	1.00	51,232	64,041	76,849	108
Turf & Irrigation Specialist	1.00	1.00	1.00	48,793	60,991	73,189	107
Maintenance Technician	8.00	8.00	8.00	46,469	58,087	69,704	106
Total Parks, Lakes, Trails, and Landscape	17.00	17.00	17.00				
<u>Recreation Programming</u>							
Recreation Program Manager	1.00	1.00	0.00	59,873	74,841	89,809	111
Recreation Supervisor	0.00	0.00	1.00	59,873	74,841	89,809	113
Recreation Coordinator	1.00	1.00	2.00	53,794	67,243	80,691	109
Administrative Specialist	1.00	1.00	0.00	44,257	55,321	66,385	105
Total Recreation Programming	3.00	3.00	3.00				
<u>Trails and Open Space</u>							
Trails/Natural Parklands Manager	1.00	1.00	1.00	75,588	94,485	113,382	115
Recreation Services Supervisor	0.00	0.00	1.00	67,273	84,091	100,910	113
Forestry Crew Supervisor	1.00	1.00	0.00	71,309	89,137	106,964	113
Maintenance Coordinator	2.00	2.00	2.00	53,794	67,243	80,691	109
Maintenance Specialist	0.00	0.00	1.00	53,794	67,243	80,691	109
Trails & Natural Parklands Technician	0.00	0.00	1.00	46,469	60,991	73,189	107
Forestry Crew Technician	4.00	4.00	3.00	48,793	60,991	73,189	107
Total Forestry Crew	8.00	8.00	9.00				
<u>Facilities Maintenance</u>							
Facilities Superintendent	1.00	1.00	1.00	84,931	106,163	127,396	117
Maintenance Specialist	2.00	2.00	3.00	53,794	67,243	80,691	109
Facilities Coordinator	2.00	2.00	2.00	53,794	67,243	80,691	109
Custodian	2.00	2.00	0.00	36,410	45,512	54,615	101
Total Facilities Maintenance	7.00	7.00	6.00				
Total Recreation Services	40.00	40.00	40.00				
Total City-wide Authorized	588.00	610.50	626.50				

Original filename: Signed Minutes.pdf

Original path: Flock City Docs - Records/Signed Minutes.pdf

Document date: 2026-06-23

Document type: City Council Meeting Minutes

Duplicate status: unique

Original page count: 9

SHA256: a112151c9f9c5b97cfab7ea0d40cc09aed3eb395c02865408e528227da9c0313

Summary:

Signed and certified minutes of the City of Prescott City Council Voting

Meeting held June 23, 2026, covering announcements, proclamations, public comment, consent agenda items, and adoption of a resolution and ordinance amendment to the Land Development Code. The excerpt does not reference Flock Safety license-plate readers.



City of Prescott

City Council - Voting Meeting

June 23, 2026 | 3:00 PM
201 N Montezuma Street
Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Rusing called the meeting to order at 3:03 p.m.

2. ROLL CALL

Cathey Rusing - Mayor

Lois Fruhwirth - Mayor Pro Tem (Participated Virtually)

Mary Frederickson - Councilwoman

Ted Gambogi - Councilman

Jim Garing - Councilman

Patrick Grady - Councilman

Jay Ruby - Councilman

3. INTRODUCTIONS / ANNOUNCEMENTS

A. Announcements

Councilwoman Frederickson discussed upcoming community events for the balance of the month of June. She also provided information regarding the July 4th America250 Celebrations and associated city closures on Friday, July 3 and Saturday, July 4.

B. Moment of Silence for the Granite Mountain Hotshots

Mayor Rusing requested a moment of silence to recognize the Granite Mountain Hotshots.

4. INVOCATION - Pastor Dan Hurlbert with Prescott United Methodist

5. PLEDGE OF ALLEGIANCE - Councilman Grady

6. PRESENTATIONS

A. Annual Presentation from Prescott Frontier Days Regarding the 2025 Rodeo Events

Prescott Frontier Days General Manager Jim Dewey Brown provided a presentation to the Council regarding the 2025 rodeo events and the upcoming 2026 rodeo week. He introduced rodeo staff and Board Members, and thanked city staff for the new seats and sound system that will be a great addition to this

year's event. Mr. Brown introduced Manuel Lucero also addressed the Council as a representative for the Museum of Indigenous Peoples regarding a collaboration with the Prescott Frontier Rodeo.

7. PROCLAMATIONS

- A. Rodeo Week - June 29-July 5, 2026
Councilman Gambogi presented the Proclamation.
- B. Parks & Recreation Month - July 2026
Mayor Rusing presented the Proclamation.
- C. PTSD Awareness Month - July 2026
Councilwoman Frederickson presented the Proclamation.

8. OPEN CALL TO THE PUBLIC

A. Nancy Burns addressed the Council regarding something that she read regarding fencing around the Peavine Trail. She is an avid hiker and she encouraged the Council not to do this.

B. Debra Ordway addressed the Council regarding parking issues for businesses in the downtown area. She also inquired about an Ordinance regarding RV parking.

9. CONSENT AGENDA

MOTION BY COUNCILWOMAN FREDERICKSON TO APPROVE CONSENT AGENDA ITEMS 9.A. THROUGH 9.G., EXCLUDING ITEM 9.B.; SECONDED BY COUNCILMAN GRADY: PASSED (7 - 0)

- A. Approval of Meeting Minutes from the June 9, 2026 Executive Session, and the June 9, 2026 Voting Meeting.
- B. Approval of Award of the FY27 Acker Trust Grant Program Funding.

Councilman Ruby pulled the Item for further discussion, he stated that he serves as the liaison for the Civic Enhancement Committee (CEC), who is responsible for funding requests for Acker Trust Grant funds. He commented that he would like to see the Council look at ways to increase funding for the Trust outside just the interest and stated that he felt that the budget provided by applicant Prescott Life School did not seem accurate or coherent. He does not feel that their request should be supported and made a motion to fund the other two recommendations but not Prescott Life School.

Mayor Rusing stated that she would like to have discussion before a vote is taken, and asked staff to address the process for Acker Trust grants.

City Clerk Sarah Thornhill provided an overview of the Acker Grant requirements and process, she reviewed the application provided by Prescott Life School and advised Council that this is the school's first time applying for grant funding. During their presentation to the CEC the applicants stated that any awarded funding would be used for the purchase of instruments for the students.

Councilwoman Frederickson asked if it would be possible to approve the funding with the requirement that the project funding be better outlined.

Staff confirmed that it would be.

Councilman Grady stated that he feels it should be sent back to the CEC for further review and evaluation.

MOTION BY COUNCILMAN RUBY TO APPROVE FUNDING AS RECOMMENDED FOR THE AZ PHILHARMONIC AND ONESTAGE FAMILY THEATER AND SEND PRESCOTT LIFE SCHOOL'S APPLICATION BACK TO CEC FOR FURTHER REVIEW OF PROGRAM FINANCIALS; SECONDED BY COUNCILWOMAN FREDERICKSON: PASSED (7 - 0)

- C. Adoption of Resolution No. 2026-1992 Approving City Contract No. 2026-050A1, an Amendment to City Contract No. 2026-050 with Prescott Unified School District for Shared Use and Programming of the Prescott Community Nature Center.
- D. Approval of Application for a Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance (FMA) Grant.
- E. Adoption of Resolution No. 2026-1994 Approving the Designation of Applicant's Authorized Representative for FEMA Hazard Mitigation Assistance Programs.
- F. Approval of the July 2026 to December 2026 Residential & Non-Residential Water Budgets in Accordance with the Amended 2022 Water Management Policy.
- G. Approval of Fiscal Year 2027 Contracts for Council Appointees: City Attorney, City Clerk and City Manager.

10. CONSENT ORDINANCE

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

- A. Adoption of Ordinance No. 2026-1950 Authorizing the Acceptance of the Dedication of Portions of Jenna Lane and James Lane by CDC Prescott, LLC.
MOTION BY COUNCILMEMBER RUBY TO ADOPT ORDINANCE NO. 2026-1950 ; SECONDED BY COUNCILMAN GRADY: PASSED (7 - 0)

11. LIQUOR LICENSE

- A. Public Hearing and Consideration for a new Series 12 Restaurant Liquor License Application from Lauren K Merrett, Applicant, for Cowboy Kitchen. Location: 106 W Gurley Street.
MOTION BY COUNCILMAN GAMBONI TO CLOSE THE PUBLIC HEARING; SECONDED BY MAYOR RUSING: PASSED (7 - 0)

**MOTION BY COUNCILWOMAN FREDERICKSON TO APPROVE ITEM 11.A.;
SECONDED BY COUNCILMAN GRADY: PASSED (7 - 0)**

- B. Public Hearing and Consideration for a Location/Owner Transfer Series 7 Beer & Wine Bar Liquor License Application from Steven Bruns, Applicant, for Prescott Indoor Golf and Social Club. Location: 3227 Lakeside Village #C.

**MOTION BY MAYOR RUSING CLOSE THE PUBLIC HEARING; SECONDED
BY COUNCILMAN RUBY: PASSED (7 - 0)**

**MOTION BY MAYOR RUSING TO APPROVE ITEM 11.B.; SECONDED BY
COUNCILMAN RUBY: PASSED (7 - 0)**

12. REGULAR AGENDA

- A. Public Hearing for the FY2027 Budget, Expenditure Limitation, and Tax Levy; and At a Special Meeting, Adoption of Resolution No. 2026-1985 Approving the Final FY2027 Budget, Expenditure Limitation, Approved Expenditure List, and Adopting the City Authorized Position Roster.

City Clerk Sarah Thornhill provided an overview of the budget adoption process and introduced Finance Director Lars Johnson to provide the presentation.

Mr. Johnson provided a presentation with an overview of the budget process to date and the final total city budget for fiscal year 2027.

Final Total City Budget:

- * \$311,496,498
- Operating Budget - \$155,940,573
- Capital Budget - \$145,555,925
- Contingency - \$10,000,000

Property Tax:

- * FY26 - \$2,304,514 (0.2329 per \$100 assessed)
- * FY27 Proposed - \$2,492,987 (0.2374 per \$100 assessed)
- * Total levy increase is \$188,473

Council and staff discussion regarding the significant impacts of the Food Tax cuts on the city and how property tax changes can help offset those impacts.

Mr. Johnson continued with an overview of the resident calculation to provide an example of how much each change will impact citizens based on their property value rates.

Mayor Pro Tem Fruhwirth asked when the last time was that the city has increased the tax levy. She reiterated comments from City Manager Dallin Kimble regarding the impacts of the food tax cuts, there are not a lot of other options to make up for that funding.

Mr. Johnson responded that it was last done in FY24, with the intent to review every three years.

Mayor Pro Tem Fruhwirth asked about the county contribution to the parking garage, and stated that she has heard from business owners who pay \$500 per marked spot on the first floor in the garage yet the city only receives \$500/year from the County which doesn't seem balanced to her.

Mayor Rusing said this has been caught and will be cleaned up and is based on an old IGA with the County.

Floor was opened for public comment for the public hearing.

Member of the public Ken Fidyk addressed the Council regarding the approximately \$188,000 property tax levy. He stated that on the surface, this doesn't seem like a lot of money, but not a lot of people can afford a cup of coffee so it is a lot. The last thing anyone needs is another increase and he challenged the Council not to approve the levy.

**MOTION BY COUNCILMAN RUBY TO CLOSE THE PUBLIC HEARING;
SECONDED BY MAYOR RUSING: PASSED (7 - 0)**

**MOTION BY MAYOR RUSING TO APPROVE THE PROPERTY TAX LEVY BY
ROLL CALL VOTE; SECONDED BY COUNCILMAN GRADY: PASSED (6 - 1)
COUNCILMAN GAMBOGI DISSENTING**

The regular Voting Meeting was recessed at 4:43 p.m.

Mayor Rusing called a Special Meeting to order at 4:44 p.m.

ROLL CALL

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

Finance Director Lars Johnson provided a presentation to the Council regarding the proposed AEL for FY27. There were requests for several items to be removed from the list for the year by members of the Council and that list has been provided. He added that anything over the amount of \$50,000 is required to be approved by the Council, however, the city's procurement code allows the Council to approve via an AEL during the budget process so certain items do not have to come back individually throughout the year.

Mayor Rusing asked about the plan for solid waste fees and addressing the shortfall issues.

Mr. Johnson discussed previous direction from the Council to move forward with the option to do an internal study to get out of the deficit and then set those updated rates to be used while an outside consultant is engaged to do a more in

depth study.

Field Operations Manager Brady Higgs also addressed the Council regarding the existing contracts for solid waste services and how those amounts are calculated. He stated that the contract for disposal fees ends in 2030 (with two five-year options) and the solid waste hauling agreement ends in 2027 (two one-year options). All agreements have CPI increases already built into them.

Mr. Johnson continued and stated that the Council can consider the three motion options and provide staff with direction regarding how they would like to approve the AEL which will be part of the Resolution adopting the FY27 Budget.

Mayor Rusing commented that her issues with the AEL were the following: 1) \$48 million for the property and evidence facility for Police; 2) \$8 million for the gateway park in the Dells, she believes in a light touch on the land; and 3) Solid waste fees.

Mayor Pro Tem Fruhwirth commented that her issues with the AEL were the following: 1) Items that reached a large dollar threshold; 2) Items that should include more public comment or education; 3) Changes in the way the city has been operating within the City Manager department budget; 4) The city court project which she would like to see better managed; 5) Anything associated with the rodeo grounds; and 6) Items related to the downtown parking garage.

Councilman Garing and Councilman Grady asked revisions to the AEL would impact any contracts.

Mr. Johnson responded that removing something from the AEL does not remove the funding for it from the budget, it simply requires that it comes back to the council for approval. So anything that is removed would have to have a contract approved at a future meeting and may delay depending on timing.

MOTION BY MAYOR PRO TEM FRUHWIRTH TO APPROVE THE AEL WITH HIGHLIGHTED REVISIONS EXCLUDING THE FOUR (4) SOLID WASTE ITEMS; SECONDED BY MAYOR RUSING: PASSED (6 - 1) COUNCILMAN GAMBOGI DISSENTING

MOTION BY MAYOR RUSING TO ADOPT RESOLUTION NO. 2026-1985; SECONDED BY COUNCILMAN RUBY: PASSED (7 - 0)

There being no further business to discuss, Mayor Rusing adjourned the Special Meeting and the Regular Voting Meeting of the City Council was reconvened at 5:15 p.m.

- B. **CONTINUED ITEM:** Approval of Ballot Language as Revised for Amendments to the Prescott City Charter to be Included on the November 3, 2026 Special Election Ballot.

City Clerk Sarah Thornhill addressed the Council and advised that following the June 9 Voting Meeting staff made requested revisions to proposed ballot language for Charter Amendments, and these revisions are included in the

attached proposals, additionally, City Attorney Joseph Young made one further proposed revision to Article VIII, Section 2 which he would address.

Mr. Young added that this revision was made following discussion with Real Estate Administrator Bryan Sparks, to only require these provisions if a property is greater than \$100,000. He was informed by staff that this would double the cost of expenses and wouldn't make sense from a financial standpoint for property under \$100,000 and Mr. Young stated that he agreed with this assessment.

Mayor Pro Tem Fruhwirth pointed out there are more "shallss in city judge sections which should be changed to "must".

Staff stated that it can make those revisions.

Mayor Rusing asked staff to provide details regarding the argument filing period.

Ms. Thornhill responded that the argument filing period would be opened following Council's action today and the public can expect to see a release with pertinent information on how to file their arguments. The filing period will be open for approximately six weeks.

MOTION BY MAYOR RUSING TO APPROVE ALL REVISED BALLOT LANGUAGE AS PRESENTED, WITH THE CHANGING OF "SHALL" TO "MUST" IN ARTICLE XI, SECTION 4; SECONDED BY COUNCILMEMBER RUBY: PASSED (6 - 1) COUNCILMAN GAMBOGI DISSENTING

- C. **LDC26-004:** Adoption of Resolution No. 2026-1993 and Adoption of Ordinance No. 2026-1951 an Amendment to the City of Prescott's Land Development Code (LDC) Article 6, Section 6.8 Hillside Development Standards to Address Applicability for Single-Site Development of Multi-Family & Commercial Projects. Applicant: City of Prescott - Planning & Zoning Division.

Community Planner Jacob Lund provided a presentation to the Council regarding the proposed LDC26-004 related to Hillside Development Standards.

Proposed Revisions:

* LDC 6.8.2 Applicability - "residential land splits and subdivisions" has been the standard to this point

* Changes

- Proposed residential land splits and subdivisions
- For commercial or multi-family development on lots that are 2 acres or greater
- For all areas of the lot or parcel with less than a 20 percent slope, these provisions do not apply
- Modifications may be made to the Hillside Development Standards in accordance with Section 6.8.7

* Council or Board of Adjustment would have to approve changes, they cannot be done administratively

* LDC Table 6.8.3 as discussed

* Disturbance envelopes based on slope

Councilman Garing commented that there should be a language change related to density transfers, "greater than 20%" not "20% or greater".

Planning & Zoning Commission Recommendations:

* Recommended approval with modifications by a 6-0 vote

* Modifications

- Consistency and inclusion of greater than signs and language within associated tables, figures and text

- Labeling of the density transfer bonus table as 6.8.4

- Changes to LCD 6.8.4.D.2 to read "the minimum driveway width shall be 10 feet. A single driveway that serves more than one residence shall be a minimum of 20 feet in width"

- Changes to LDC 6.8.5.1 (Hillside Wall Standards) to be labeled as a figure for consistency within the entire section

Mayor Rusing commented on one minor change she would like to see 6.8.7 paragraph 1 "only city council..." in order to ensure that modifications or exemptions are not made administratively. Also, she asked if it is necessary to include the appeal process.

City Attorney Joseph Young stated that it helps with clarity.

Planning Manager Alex Bramlet clarified that there are two separate processes addressed within each section, one is for the Council and one is for the Board of Adjustment.

Councilman Gambogi stated that he would not support a change to the language, stating "only the city council...".

MOTION BY MAYOR RUSING TO ADOPT RESOLUTION NO. 2026-1993 & ORDINANCE NO. 2026-1951 WITH THE AMENDMENT TO ADD "ONLY THE CITY COUNCIL..." TO SECTION 6.8.7 PARAGRAPH 1; SECONDED BY COUNCILMAN GRADY: PASSED (6 - 1) COUNCILMAN GAMBOGI DISSENTING

13. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 5:51 p.m.

Cathey Rusing

CATHEY RUSING, Mayor

ATTEST:

Sarah M. Thornhill

SARAH M. THORNHILL, City Clerk



CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on June

23, 2026. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill

Sarah M. Thornhill, City Clerk